

STATE OF ALABAMA  
CLAY COUNTY

## **LEASE**

In **accordance** with the Office of the Attorney General, State of Alabama, Opinion No. 2002-094, THIS LEASE is made on this the \_\_\_ day of \_\_\_\_\_ 20-\_\_, between

**CLAY COUNTY BOARD OF EDUCATION** hereinafter called "LANDLORD," and

**CITY OF ASHLAND** hereinafter called "TENANT" for the hereinafter described premises, and in consideration of the mutual promises contained herein.

### **ARTICLE 1. PROPERTY LEASED**

LANDLORD hereby leases to TENANT and the latter lets from the former, the following described property, to wit:

- a. Ashland Elementary School Gymnasium located at 223 3<sup>rd</sup> Street SW, Ashland, Alabama 36251, including restrooms and other areas necessary for the functions of said gymnasium but only at times when school is not in session and after-school activities and after-school activities do not use the Gymnasium. For the purposes of this provision, school shall be deemed to be in session when classes or school sponsored activities requiring or necessitating the use of the Gymnasium are being held or conducted. In other words, school shall not be deemed to be in session merely because a school year has commenced but has not been completed.

### **ARTICLE 2. TERM**

The term of this lease shall be for a period beginning upon the date of execution of the Lease Agreement by the last party executing the same and ending on the \_\_ day of \_\_\_\_\_, 20\_\_.

In the event Tenant remains in possession of the Premises after the expiration of any term of this Lease or any renewal or extension thereof without execution of a new Lease or addendum, such holding over shall, in the absence of a written agreement to the contrary, shall be deemed, to have created a month-to-month tenancy terminable upon thirty (30) days written notice by either Party, and all terms and conditions of this Lease shall remain in effect, with the rental rate below pro-rated accordingly.

### **ARTICLE 3. RENT**

The TENANT agrees to pay to LANDLORD as rental for said premises, the sum of One Hundred Fifty and 00/100 DOLLARS (\$150.00) per year and to perform such other terms, conditions and covenants as contained herein.

The LANDLORD and TENANT agree that the above is fair and adequate compensation for the use of the leased premises and is of a monetary and valuable benefit to the LANDLORD, TENANT, school students and the citizens of Clay County.

#### **ARTICLE 4. PURPOSE**

LANDLORD and TENANT understand and agree that the purpose of this Lease is to provide a location for conducting Ashland Youth Sports' basketball programs to benefit the citizens of Clay county and school students. The actual dates and times of said use of the facility shall be coordinated between the elementary school principal and the Ashland Youth Sports Coordinator.

#### **ARTICLE 5. UTILITIES , AND INSURANCE**

5.01 TENANT agrees to keep the leased premises in good order and repair:

5.02 TENANT agrees to give notice to the LANDLORD of the need of repair of said premises and further agrees to pay for all repairs caused by any lack of care of on the part of the TENANT, its employees or visitors;

5.03 TENANT agrees to return the premises to the LANDLORD upon expiration of this Lease, in as good a condition as when taken, excepting only loss by fire and other insured casualty, reasonable wear and tear accepted;

5.04 TENANT agrees to be responsible for all expendable supplies during the term of this lease, including but not limited to, toilet paper, garbage bags and other items necessary for the use and comfort of persons present.

5.05 TENANT agrees to abide by all policies regulating Board owned facilities to be used.

#### **ARTICLE 6. WASTE AND NUISANCE**

TENANT shall not commit, or suffer to be committed, any waste on the leased premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

#### **ARTICLE 7. ASSIGNMENT AND SUBLEASE**

TENANT shall not assign this lease nor sublet all or any portion of the leased premises without the prior written consent of LANDLORD.

#### **ARTICLE 8. INSPECTION BY LANDLORD**

TENANT shall not permit LANDLORD and its agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same.

#### **ARTICLE 9. MISCELLANEOUS**

9.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective, legal representatives, successors and assigns.

9.02 In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9.03 This lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.

9.04 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

9.05 The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

9.06 No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any breach of the same or any other term, condition or covenant contained herein.

9.07 In the event LANDLORD or TENANT breaches any of the terms of this agreement where by the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

9.08 Time is of the essence in this agreement.

9.09 TENANT covenants with the LANDLORD that should it take possession of the leased premises described herein prior to the beginning of the term as provided, the TENANT shall be under all obligations imposed by the lease as stated herein.

9.10 TENANT covenants and agrees to indemnify and hold harmless the LANDLORD from any and all claims, demands, expenses of every kind, suits, actions, judgements and recoveries from or on account of damages to the property or injuries (including death) to persons caused by or arising from the use or occupancy of said premises.

9.11 This lease is subject and subordinate to the lien of all mortgages now or at any time hereafter placed on any part of the LANDLORD's property which includes the premises, to extensions or renewals thereof, and to all advances hereafter made on the security thereof. TENANT agrees, on request, to execute such further instruments evidencing such subordination as LANDLORD may request, and if TENANT fails to do so, LANDLORD is empowered to do so in the name of the TENANT.

IN WITNESS WHEREOF, the undersigned LANDLORD and TENANT hereto execute this agreement as of the day and year their signatures are acknowledged herein.

**ATTEST:** \_\_\_\_\_  
\_\_\_\_\_

**CLAY COUNTY BOARD OF EDUCATION**  
By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF CLAY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the **CLAY COUNTY BOARD OF EDUCATION** is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Lease Agreement, he in his capacity as \_\_\_\_\_ of the **CLAY COUNTY BOARD OF EDUCATION**, and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Notary Public

**CITY OF ASHLAND, ALABAMA**

\_\_\_\_\_  
CHELSEY WYNN, CLERK

By: \_\_\_\_\_  
LARRY J. FETNER, Mayor

Date: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF CLAY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as Mayor of the **CITY OF ASHLAND, ALABAMA** is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Lease Agreement, he in his capacity as Mayor of the **CITY OF ASHLAND, ALABAMA**, and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Notary Public