

## **LEASE AGREEMENT**

**THIS LEASE**, made and entered into as of the \_\_\_\_ day of March, 2024, by and between the **City of Crossville, ("Landlord")**, and the **CUMBERLAND COUNTY COMMUNITY ALLIANCE, A Tn. 501 (C) (3) Charity Corporation d/b/a TAD Center, ("Tenant")** hereinafter referred to as "Tenant" or "TAD Center".

### **WITNESSETH:**

**1. LEASED PREMISES.** Landlord hereby demises and lets unto Tenant, and Tenant hereby leases and hires from Landlord the premises more particularly described as 0.40 Acre located in the corporate limits of The City of Crossville, Within the First Civil District of Cumberland County, Tennessee. A Part of Parcel 001.01, shown of Tax Map 113B, Group F.

Beginning on a nail set at the southeast right-of-way of West Taylor Street, said nail the point of curvature of a curve to the right having a radius of 25.00 feet and length of 40.52 feet, this nail is South 61 deg. 09 min. 21 sec. West, a distance of 26.28 feet from the right-of-way intersection of West Taylor Street and North Yvonne Avenue, furthermore, the aforementioned nail is on the 1983 Tennessee Grid at North= 588,748.324 feet and East= 2,254,195.202 feet; thence along the chord of said curve, South 72 deg. 24 min. 52 sec. East, a distance of 36.23 feet to the southwest right-of-way North Yvonne Avenue; thence South 25 deg. 59 min. 06 sec. East, a distance of 87,17. feet to a nail set for this survey; thence severing the lands of The City of Crossville, South 60 deg. 36 min. 14 sec. West, a distance of 149.24 feet to an iron pin set for this survey; thence North 29 deg. 18 min. 31 sec. West, a distance of 115.114 feet to an iron pin set on the right-of-way of West Taylor Street; thence North 61 deg. 09 min. 21 sec. East, a distance of 129.53 feet to the point of beginning, containing 0.40 acre according to a survey made January 18, 2017 by Michael V. Stump, RLS No. 784. Bearings recited in this description refer to Tennessee Grid North, coordinates derived from observations of the geodetic positioning system. Distances adjusted by a factor of 1.000133518.

**2. TERM.** The term of this lease shall be for a period of five (5) commence on the \_\_\_\_ day of \_\_\_\_, 2024 herein above captioned, and shall extend to said \_\_\_\_ day of \_\_\_\_, 2029. In addition, the Tenant is hereby granted an option to extend to renew this lease for an additional term of five (5) years.

3. **Exercise of Option.** Tenant, at its option, may elect to extend the Lease Term by for a period of ten five (5) years. If Tenant so elects to exercise an Option Term, receipt of written notification to Landlord must occur no less than 180 days prior to the expiration of the then current Term that the Tenant has elected to exercise the next option term. Provided there has been no default in the then current Term and the exercise of the Tenant's option is accepted by Landlord the next option Term will be effective concurrently with the expiration of the then current Term, with all terms and conditions of this Lease remaining in effect. Further, however, either party, at any time, may terminate this lease ninety (90) days written notice to the other party.

4. **RENT.** Tenant shall pay and Landlord shall accept as rent for the Leased Premises the sum of Twenty-Five (\$25.00) Dollars per year, payable upon the first (1<sup>st</sup>) day of each year during the term of this Lease, without demand and without any set-off whatsoever at Landlord's address specified in this lease, or to such other address as Landlord may from time to time designate to Tenant.

5. **USE.** The parties hereto understand that Tenant desires to continue its use of the subject real property for purposes related directly or indirectly to substance awareness and intervention and community programs. Tenant covenants and agrees that the Leased Premises shall be used for no other purpose than that stated above without Landlord's written consent.

6. **CONDITION OF PREMISES.** Tenant acknowledges that it has examined and inspected the Leased Premises, is familiar with the physical condition thereof, and finds same suitable for Tenant's purposes. Tenant further acknowledges that Landlord has not made and does not hereby make any representations regarding the physical condition of the Leased Premises and that there are no warranties, either express or implied, regarding the condition of the Leased Premises. Accordingly, Tenant hereby agrees to accept the Leased Premises in their "AS IS" condition.

7. **TAXES.** Landlord covenants and agrees to pay all real estate taxes which are assessed and levied against the Leased Premises, if any, during the term hereof. Tenant covenants and agrees to pay all taxes, if any, which are imposed upon Tenant's rent, business operation, and all property of Tenant located on or in the Leased remises.

a. Tenant covenants and agrees to obtain and keep in force during the term the following insurance coverages:

i. Comprehensive general liability insurance, with contractual liability endorsement, relating to the Leased Premises with a minimum single limit of Two Million Dollars (\$2,000,000.00);

ii. Fire and lightning, extended coverage, vandalism and malicious mischief insurance, in an amount adequate to cover the value of all personal property, trade fixtures, furnishings, equipment, alterations, leasehold improvements and

betterments and all contents therein;

iii. Worker's compensation insurance covering all employees. All of the aforesaid insurance, except for worker's compensation insurance, shall be written in the name of Landlord and Tenant.

Before undertaking any alterations, additions, improvements or construction, Tenant shall obtain at its expense a public liability insurance policy insuring Tenant and Landlord against any liability which may arise on account of such proposed alterations, additions, improvements or construction on an occurrence basis with the minimum limits set forth in this paragraph 7.

**8. REPAIRS AND MAINTENANCE.** Tenant shall make and pay for all its repairs, maintenance and replacements to the Leased Premises and improvements thereon which are necessary to keep the same in good state of repair and operating order, such as, but not limited to, all fixtures, furnishings, plumbing, equipment, lighting, electrical installations, inside walls, roof, outside walls and floor surfaces within the improvements located on the Leased Premises.

**9. DAMAGE.** If at any time the Leased Premises become totally untenable by reason of damage or loss by fire or other casualty, rent shall abate until the Leased Premises shall have been restored to a tenantable condition, but nothing herein is to be construed as requiring Landlord to restore or rebuild the Leased Premises. If the Leased Premises are so damaged, but not to the extent that they are untenable, Tenant shall continue to occupy same, or the tenantable portion thereof, and rent shall abate proportionately in the ratio that the unusable portion of the improvements bear to the whole.

**10. ORDINANCES.** The Tenant shall at its own cost and expense promptly observe and keep all laws, rules, orders, zoning ordinances, regulations and requirements applicable to the Leased Premises, or to repairs or alterations thereof, and shall also at its own cost and expense promptly comply with all laws, rules, orders, regulations and requirements of the Board of Fire Underwriters, or of any similarly constituted body.

**11. ALTERATIONS.** Tenant covenants and agrees not to make alterations, changes and improvements to the Leased Premises without the Consent of the Lessor. Tenant will not make any alterations, additions or improvements in or to the Leased Premises, or add, subtract, or in any way change the mechanical, plumbing, electrical, structural or safety features or finishes of the Premises without the prior written consent of the Landlord as to the character of the alterations, subtractions, improvements or changes. Tenant agrees that any alterations, additions, improvement, subtractions, or changes made pursuant to such consent shall be made in accordance with the plans therefor consented to by Landlord, in conformance with all applicable laws, statutes, ordinances, codes, orders, rules and regulations and at Tenant's

sole expense, and Tenant shall save and hold harmless Landlord and the Leased Premises from any mechanic's and/or materialmen's lien or other claims or damages resulting therefrom. In the event Tenant provides plans for alterations to the Premises, Landlord shall review such plans for approval, and such approval shall not be unreasonably withheld, conditioned, or delayed.

## **12. UTILITIES:**

A. Power for Premises. Tenant will be responsible for all utilities, including power, water, sewer, and internet.

B. Utility Service Interruptions. Whether the subject services are the responsibility of the Tenant or Landlord, no temporary interruption or failure of such services incidental to the making of repairs, alterations or improvements, or due to accidents, strikes, or conditions or events not under Landlord's direct control shall be deemed to be an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder.

**13. INDEMNITY.** Indemnification of Landlord. The Tenant will indemnify the Landlord and hold it harmless from and against any and all claims, actions, damages, liability, suits and expense in connection with the loss of life, personal injury and damage to property arising from or out of any occurrence in, upon, or at the Premises, or the occupancy or use by the Tenant of the Premises or any part thereof, or the conduct by Tenant of its business therein, thereon, and therefrom, or occasioned wholly or in part by any act or omission of the Tenant, its agents, contractors, employees, servants, or lessees on or from the Premises. In case the Landlord shall be made a party to any litigation commenced by or against the Tenant, then the Tenant shall protect and hold the Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. The Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by the Landlord in the enforcing of the covenants and agreements of this Lease.

**14. ASSIGNMENT.** No Assignment by Tenant. Tenant shall not, either voluntarily, or by operation of law, assign or transfer all or any portion of its interest in this Lease or in the Premises, or sublet all or any portion of the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall notify Landlord in writing of any proposed assignment or sublease and Landlord shall be deemed to have consented to the specific proposal unless Landlord notifies Tenant otherwise within 30 days after receiving notice. Any assignment or sublease without Landlord's prior written consent shall be void, and, at Landlord's election, shall constitute a default of Tenant hereunder. Consent to one assignment or subletting shall not be deemed contract to any other. Notwithstanding the foregoing, Tenant may assign or sublease without Landlord's consent, but upon written notice to Landlord, to an entity which (i) controls, is controlled by, or is under common control with Tenant, (ii) merges with Tenant, (iii) acquires at least fifty-one percent of the stock of Tenant, or (iv) acquires substantially all of the assets of Tenant, and which expressly assumes in writing this Lease. The term "sublet" shall be deemed to include the granting of licenses, concessions, and any other rights of occupancy of any portion of the Premises. Notwithstanding anything to the contrary contained herein, in the event that Tenant assigns or sublets any or all of its interest under this Lease, Tenant shall nonetheless remain liable under the terms of this Lease unless Landlord specifically releases Tenant from liability hereunder, in writing.

**15. DEFAULT. Tenant Default Events.** The happening of any one or more of the following shall be deemed to be events of default of Tenant under this Lease.

- (1) The making by Tenant of an assignment for the benefit of its creditors;
- (2) The levying of a writ of execution or attachment on or against the property of Tenant within the Premises and the same not being released or discharged within fifteen (15) days thereafter;
- (3) The institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation, or voluntary or involuntary dissolution of Tenant, or for its adjudication as bankrupt or insolvent, and/or for the appointment of a receiver of the property of Tenant, and said proceedings not being dismissed, and any receiver, trustee, or liquidator appointed therein not being discharged, within fifteen (15) days after the institution of such proceedings;
- (4) The doing, or permitting, of any act by Tenant which creates a lien therefore against the Land or Building of which the Premises are a part and the same not being released or otherwise provided for by indemnification satisfaction to Landlord within twenty (20) days thereafter;
- (5) Failure of Tenant to pay any installment of Rent or other charge or money obligation herein required to be paid by Tenant to Landlord within ten (10) days of the date due; provided, however, that Tenant shall be entitled to one (1) written notice from Landlord per calendar year that a Rent payment is late, and in such instance, the failure of Tenant to pay such installment of Rent within ten (10) days after written notice from Landlord that such Rent payment is late shall constitute an event of default hereunder; or,
- (6) Failure of Tenant to comply with any covenant or provision of this Lease (except payment of any installment of Rent or other charge or money obligation herein required to be paid by Tenant to Landlord) within thirty (30) days after written notice of such failure to comply is given by Landlord, or if it is not feasible to cure such failure within such period, to begin performance of such covenant within such period and to diligently pursue performance to completion in a reasonable time thereafter.

A. Landlord's Remedies upon Tenant Default. Upon the occurrence of any of such events of default of Tenant, and subject to applicable notice and cure periods set forth herein, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord; or,
- (2) Renter in accordance with applicable rules of law to relet the Premises, as the agent of Tenant, at such rent and for such term and subject to such terms and conditions as Landlord may deem advisable and receive the rent therefor. Upon each such reletting all rentals received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any loss and expenses of such reletting, including brokerage fees and attorney's fees and costs of such alterations and repairs; third, to the payment of Rent and other charges due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder, and Tenant agrees to pay to Landlord on

demand any deficiency that may arise by reason of such reletting. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

**16. TENANT TO DISCHARGE MECHANICS' LIEN.** Tenant shall discharge, by bond or otherwise, within twenty (20) days of any filing thereof, any mechanics' lien or other lien for payment of money arising out of any labor or material furnished or alleged to have been furnished to or for Tenant at the Leased Premises by reason of any change, alteration or addition by Tenant.

**17. SURRENDER OF PREMISES.** Tenant covenants and agrees, at the termination of this lease, whether by limitation, forfeiture, or otherwise, to quit, surrender and deliver to Landlord possession of the Leased Premises with all the buildings and improvements thereon (excluding all furniture, furnishings and unattached equipment therein belonging to and removable by the Tenant) all of which shall become and remain the property of the Landlord, free from any liens thereon, in good condition and repair, ordinary wear and tear alone excepted. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease. If Tenant shall default in so surrendering the Leased Premises, Tenant's occupancy subsequent to such expiration, whether or not with the consent or acquiescence of Landlord shall be deemed to be that of a tenancy at will and in no event from month to month or from year to year, and it shall be subject to all the terms, covenants and conditions of this lease applicable thereto, and no extension or renewal of this lease shall be deemed to have occurred by such holding over.

#### **18. MISCELLANEOUS.**

- (A) **Waste.** Tenant covenants that it will not (i) create or maintain or allow others to create or maintain on the Leased Premises any nuisance nor (ii) commit waste to the Leased Premises or to the improvements thereon.
- (B) **Article Headings.** The article headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no manner be held to explain, modify, amplify or aid in the interpretation, construction or meanings of the provisions of this lease to which they relate.
- (C) **Choice of Law.** This lease shall be governed by and construed in accordance with the laws of the State of Tennessee. If any provision of this lease shall for any extent be invalid or unenforceable, the remainder of this lease or *the application* of such provision or any portion thereof to any person or circumstance shall not be affected thereby, and each valid provision or portion thereof shall be enforceable to the fullest extent permitted by law.

- (D) **Relationship of Parties.** Nothing contained in this lease shall be construed to make the parties partners or joint venturers or to render either of said parties liable for the debts or obligations of the other, except as expressly provided in this lease.
- (E) **Successors.** Subject to the provisions of this lease, the covenants, conditions and agreements contained herein shall bind and insure to the benefit of Landlord and Tenant and their respective successors and assigns.
- (F) **Entire Agreement.** This lease contains the entire agreement between the parties hereto with respect to the letting and hiring of the Leased Premises. This lease may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto or their respective successors in interest.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the day and year first written above.

This agreement contains the entire agreement between the Owner, and the Tenant and it shall not be changed except by written agreement signed by the parties hereto. Further, Tenants' agents, representatives, invitees, and guests are bound in every respect to the terms and provisions of this Lease, and all applicable laws, while upon the demised property. It is agreed that this lease is subject to approval by the Crossville City Commission.

**Tenant:**

\_\_\_\_\_  
**CUMBERLAND COUNTY  
COMMUNITY ALLIANCE, d/b/a  
TAD Center**

By: \_\_\_\_\_

Its: \_\_\_\_\_

The City of Crossville, Tennessee, does hereby rent the real property specified in this agreement to the Tenant above per the stipulations, rules and regulations of this agreement.

**CITY OF CROSSVILLE:**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_