

RENTAL LEASE

THIS AGREEMENT, made and entered into on this the 1st day of October 2012, by and between LEO GARRISON, JERRY GARRISON, and THRESEA GARRISON hereinafter referred to as LESSOR; and CITY OF CROSSVILLE, hereinafter referred to as the LESSEE.

WITNESSETH: That the Lessor leases and rents to the Lessee the following described premises:

That portion of the building being presently occupied by
Catoosa Utility Department consisting of a space of approxi-
mately 2,400 sq. ft.

This lease is subject to the following conditions, each of which the Lessee and Lessor covenant and agree to keep and observe:

1. The term of this lease shall be (12) twelve months from the date hereof.
2. The rental price of said property is to be one thousand dollars (\$1,000.00) per month. The first month payment is due and payable on the 10th day of each month during the term of this lease.
3. If the Lessee neglects to make any payments of rent when due, or shall breach any of the terms of this agreement, the Lessor may, after ten (10) days written notice to Lessee of the claimed breach, unless the breach is cured by Lessee, within the period of the 10 days notice, at his option declare the lease forfeited and expel said Lessee therefrom without prejudice to other remedies; however, notice to quit possession and every other formality is hereby expressly waived in case of such default.
4. Lessee agrees to pay for all services, such as telephone, gas, water & electric in conjunction with said lease to premises. Lessee further agrees to purchase a liability insurance policy for said business. The procurement of said insurance policy shall be a condition of this lease. The insurance policy must have minimum limits \$1,000,000 and make the above named Lessor as loss payee as their interest may appear.
5. Lessee hereby agrees not to sub-lease said premises without the prior written consent of the Lessor.

6. Lessor agrees that any holding over by Lessee after the expiration of this or any subsequent lease shall not constitute an automatic renewal of this or any subsequent lease. However, Lessee will be responsible for the payment of rent during the period of any such holding over.
7. Lessee hereby agrees to maintain said building and to keep all equipment in good working condition, normal wear and tear excepted.
8. Lessee accepts said premises in its present condition and agrees to keep the premises in a good and clean condition; to obey all laws, ordinances and lawful regulations affecting said premises.
9. Lessor agrees to subtract from the rent any major improvements of said premises subject to prior approval by Lessor.
10. Lessee covenants that the Lessor shall not be liable for any damage to or injury of the Lessees or other tenants, the Lessees' agents or employees, or to any person entering the premises or building of which the demised premises are a part, or to goods or chattels therein, and further, to indemnify and save the lessor harmless from all claims of every kind and nature growing out of said matters. The Lessee pursuant to the conditions above, shall purchase insurance adequate to cover not only the Lessee, but also the Lessor for all perils, including but not limited to personal injury, fire, theft and any and all perils associated with Lessee's business; with the Lessor being covered either by endorsement or as a loss payee on the policy, as the case may be. Should the Lessor determine that the insurance obtained by the Lessee is inadequate or incomplete; the Lessor may in his own judgement obtain insurance satisfactory to Lessor and charge the expense of same to the Lessee. If the purchase of insurance under this clause remains unpaid by the Lessee for more than thirty (30) days, the Lessor has the right to declare this lease null and void.
11. Lessor shall be responsible for the care of the structural maintenance of said property, and Lessee shall be responsible for all else.
12. Should the premises described by this lease be destroyed for any reason, then and in that event this lease shall be declared null and void and all conditions and covenants of this lease shall cease as to all parties.

IN TESTIMONY WHEREOF, said parties have executed this contract on the day and date first above written.

LESSOR:

LESSEE:

CITY OF CROSSVILLE

LEO GARRISON

BY: _____

ITS: _____

JERRY GARRISON

BY: _____

ITS: _____

THRESEA GARRISON

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared LEO GARRISON, JERRY GARRISON and THRESEA GARRISON, with whom I am personally acquainted and who acknowledges the execution of the foregoing instrument for the purpose therein contained and expressed.

Witness my hand and official seal of office on this the ____ day of _____ 2012.

Notary Public

My commission expires: _____

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared _____ with whom I am personally acquainted and who upon oath, acknowledged themselves to be the _____, of the CITY OF CROSSVILLE, and that they as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the entity by themselves _____.

Witness my hand and official seal of office on this the ____ day of _____, 2012.

Notary Public

My commission expires: _____