

LEASE AGREEMENT

THIS LEASE, made and entered into as of the ____ day of _____, 2014, by and between the **City of Crossville**, ("**Tenant**"), and _____, ("**Landlord**").

W I T N E S S E T H:

1. **LEASED PREMISES.** Landlord hereby demises and lets unto Tenant, and Tenant hereby leases and hires from Landlord the premises more particularly described in EXHIBIT "A," attached hereto and made a part hereof, and all improvements thereon, both now existing and hereafter constructed, ("Leased Premises").

2. **TERM.** The term of this lease shall commence on the date hereinabove captioned, and shall extend for a period of eighteen (18) months there from. Further, however, either party, at any time, may terminate this lease upon sixty (60) days written notice to the other party.

3. **RENT.** Tenant shall pay and Landlord shall accept as rent for the Leased Premises the sum of ten (\$10.00) Dollars payable upon the date set forth above, 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.

4. **USE.** The parties hereto understand that Tenant desires to use the subject real property for purposes related directly to a public parking lot. Tenant covenants and agrees that the Leased Premises shall be used for no other purpose than that stated above without Landlord's written consent.

5. **CONDITION OF PREMISES.** Tenant acknowledges that it has examined and inspected the Leased Premises and is familiar with the physical condition thereof. 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, with the exception that Tenant may take all reasonable steps and make such modifications and additions to the Leased Premises as it deems reasonably necessary for its purposes without the prior written permission of Landlord.

6. **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, as a government entity is not subject to taxation.

7. **INSURANCE.** Tenant shall obtain at its expense a public liability insurance policy insuring Tenant and Landlord against any liability which may arise on account of Tenant's use of the Leased Premises.

8. **REPAIRS AND MAINTENANCE.** Tenant shall be responsible for maintaining the Leased Premises in the condition in which the same existed upon the date of the execution of this Lease.

9. **DAMAGE.** Tenant shall be responsible for repairing all damage, if any, to the Leased Premises to placed the same in the condition if which it existed on the date of the execution of this Lease, or better.

10. **ORDINANCES.** The Tenant shall at its own cost and expense promptly observe and keep all laws, rules, orders, ordinances, regulations and requirements applicable to the Leased Premises, and to repairs or alterations thereof.

11. **ALTERATIONS.** Except as set forth in Paragraph 5, Tenant covenants and agrees not to make alterations, changes, additions and improvements to the Leased Premises and to the improvements thereon, without the prior written consent of Landlord. Prior to the commencement of any such work Tenant shall submit to Landlord for approval plans and specifications therefor and shall cause Landlord's bonding, insurance, and other requirements of the contractor performing such work to be satisfied.

12. **LANDLORD'S RIGHT TO INSPECT.** The Tenant agrees that it will permit the Landlord and its agents to enter the Leased Premises during the Tenant's usual business hours at the Leased Premises.

13. **ASSIGNMENT.** Tenant shall make no assignment of this lease nor any subletting of the Leased Premises without the prior written consent of Landlord.

14. **DEFAULT.** Notwithstanding any provision herein to the contrary, in the event Tenant fails to pay any rental hereunder when due or if Tenant defaults in fulfilling any of the other covenants of this lease, Landlord may give Tenant notice thereof. If such default is not remedied within ten (10) days following such notice, Landlord shall have the right, without terminating this lease or Tenant's liability hereunder, to re-enter the Leased Premises and remove all persons and all property therefrom by any suitable action or proceeding of law. If Tenant shall at any time be in default hereunder, and if Landlord shall deem it necessary to engage attorneys to enforce

Landlord's rights hereunder, Tenant shall reimburse Landlord for the expenses incurred thereby, including but not limited to court costs and attorney's fees.

15. **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.

16. **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.

17. **LANDLORD PROTECTED FROM CLAIMS OR DAMAGES.** From and after the date hereof, Tenant covenants and agrees to defend and hold the Landlord harmless against any and all claims, suits, damages or causes of action for damages, arising after the date hereof, and against any orders, decrees, or judgments which may be entered therein, as a result of any alleged injury to person and/or property or alleged loss of life sustained in or about the Leased Premises and the buildings and improvements thereon, or by any person or persons whatsoever.

18. **UTILITIES.** Tenant shall pay promptly, as and when the same become due and payable, all charges for electricity, gas, water, and any other utilities supplied the Leased Premises, including any sewer taxes or charges.

19. **MISCELLANEOUS.** (a) **Notices.** All rent and notices given under this lease shall be addressed to Tenant at _____, Crossville, Tennessee. All notices to Landlord given under this lease shall be addressed to Landlord at _____. All such notices shall be given by registered or certified mail, return receipt requested and postage prepaid. Any notice under this lease shall be deemed to have been given at the time it is placed in the mails with sufficient postage prepaid.

(b) **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.

(c) **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.

(d) **Lease Severable.** 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 to 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.

(e) **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.

(f) **Successors.** Subject to the provisions of this lease, the covenants, conditions and agreements contained herein shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

(g) **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 above written.

TENANT:

LANDLORD:

CITY OF CROSSVILLE

By: _____

By: _____

Its: _____

Its: _____

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **J. H. Graham, III**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Mayor of the **City of Crossville, a political subdivision of the State of Tennessee**, and that he as such Mayor, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by himself as such Mayor.

WITNESS my hand and seal of office this _____ day of _____, 2014.

NOTARY PUBLIC

My commission expires: _____

State of Tennessee)
)
County of _____)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ to be _____ of the _____, a _____, and that _____ as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the _____ by _____ as such officer.

WITNESS my hand and seal of office this _____ day of _____, 2014.

NOTARY PUBLIC

My commission expires: _____