

Prepared by:

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157 Lantana Rd.
Crossville, TN 38555

L E A S E

THIS LEASE made and entered into on this ____ day of _____, 2016, by and between **THE CITY OF CROSSVILLE, TENNESSEE**, (hereinafter referred to as “Lessor”); and the **DOWNTOWN CROSSVILLE, INC.**, (hereinafter referred to as “Lessee”).

W I T N E S S E T H:

That Lessor leases and rents to the Lessee the premises located at 380 Thurman Avenue (former C. E. Snodgrass Building) on Tax Map 113C, Group C, Parcel 14.00, in the **FIRST CIVIL DISTRICT** of Cumberland County, Tennessee.

This Lease is subject to the following terms and conditions, each of which the Lessee covenants and agrees to and with the Lessor to keep and observe:

1. The term of this Lease shall be one (1) year, beginning November 1, 2016, and ending on October 31, 2017. Either party may terminate this lease upon written notice to the other party at least ninety (90) days prior to expiration of term.

2. The rental price of said property is to be One Hundred (\$100.00) Dollars per month, payable in advance on the 1st day of each and every month, with a grace period of ten days, during the term of this Lease.

3. If the Lessee neglects to make any payment of rent when due, or shall breach any of the terms of this Lease, the Lessor may, after giving five (5) days written notice to Lessee of the claimed breach, unless the breach is cured by Lessee within the period of the five (5) day notice, at their option, declare the Lease forfeited and expel said Lessee therefrom with prejudice as Lessor's sole remedy; however, notice to quit possession and every other formality is hereby expressly waived in case of such default.

4. Should Lessee hold over the term hereby created with consent of the Lessor, Lessee shall become a Lessee from month to month at the monthly rental then payable hereunder and otherwise upon the covenants and conditions in this Lease contained, and shall continue to be such Lessee until ninety (90) days after either party serves upon the other notice of intention to terminate such monthly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid rent shall immediately, upon surrender of the premises to the Lessor, be refunded to the Lessee.

5. Lessor hereby agrees to pay for water, sewer, gas, and electric services in conjunction with said Lease to the premises.

6. Lessee hereby agrees to use the premises herein leased solely and exclusively for Downtown Crossville, Inc. as primary office space to encourage, advance, and support retail development and growth in Crossville and to maintain and preserve the local charm and historic aspects of Crossville to benefit all citizens. Any other use of the premises will be considered breach of the Lease, if not with prior consent of Lessor.

7. Lessee covenants that the Lessor shall not be liable for any damage to or injury of the Lessee, the Lessee's agents or employees, or to any person entering the premises, 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 and to indemnify and save Lessor harmless from and against any judgments, expenses and/or attorney's fees incurred by or suffered by Lessee due to any possible lawsuits resulting from Lessee's activities upon the demised premises.

8. In the event of total destruction of the premises by fire or other casualty, not caused by the grossly negligent or grossly careless use of Lessee, this Lease shall cease and come to an end and the Lessee shall be liable for rent only up to the time of such destruction. Should the premises herein leased be partially damaged by fire or other casualty not due to the grossly negligent or grossly careless use of Lessee, at any time during the term hereof, the Lessee shall give immediate notice thereof to the Lessor, who shall thereupon cause same to be repaired. A reduction of rent proportionate to interference of occupancy shall be allowed the lessee during the time necessary for the Lessor or its representative to restore said premises or make the necessary repairs, as the case may be but no reduction, however, shall be allowed for any interruption by reason of damage or repairs to adjoining or contiguous premises.

9. The Lessee does hereby grant unto the Lessor the right to enter the leased premises during any reasonable time to inspect the same, or to have it appraised, or to have it inspected by any insurance agent or adjuster. Lessor shall maintain and keep in good repair and working order the structure including but not limited to the roof, walls, foundation, HVAC system, utility components, the adjoining yard, landscaping, and all underground water and sewer pipes.

10. The Lessee shall use reasonable diligence in protection and care of said premises during the term of this Lease and will keep said premises free of any rubbish, obstacle and nuisances.

11. It is specifically agreed that this Lease contract shall not be sublet, or assigned without prior written consent of the Lessor in advance.

12. The Lessor shall not be liable to the Lessee, their employees or guests, for any damage to person or property caused by the acts or omissions of any other persons, whether such persons be off the property of the Lessor or on the property with or without the permission of the Lessor; nor shall Lessor be liable for losses or damages from theft, fire, water, rain, storm, explosion, or other causes whatsoever; nor shall Lessor be liable for loss or damages resulting from the failure, interruption or malfunction in the utilities provided the Lessee under this Lease contract.

13. If this Lease is breached by nonpayment of rent or otherwise, the Lessor may accept said rent due or any part of the same with reservation or without knowledge of the Lessee's default and in doing so, Lessor does not condone said default by acceptance. The Lessor does not waive any rights stated in this Lease arising from said breach and the Lessor is not estopped from the termination of this Lease as to that breach. In the event of the employment of any attorney by either party because of the violation of any terms or conditions of this Lease, the losing party shall pay such reasonable attorney's fees and other costs or expenses incurred by the prevailing party in connection therewith.

14. Lessor will maintain liability, and fire and casualty insurance on the building located upon the property and have the Lessee shown as additional insured. Lessee shall maintain fire and casualty insurance upon its contents and personal property in such an amount as it desires.

15. This Lease contains the full agreements and understanding between the parties hereto and may not be altered, amended or changed in any respect without the express written consent of both parties thereto.

16. All notices and demands that may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Lessor to the Lessee shall be sent by certified United States Mail, postage prepaid, return receipt requested, addressed to the Lessee at the address herein below, or to such other place as Lessee may from time to time designate in a written notice to the Lessor. All notices and demands by the Lessee to the Lessor shall be sent by certified United States Mail, postage prepaid, return receipt requested, addressed to the Lessor at the address set forth herein, and to such other person or place as the Lessor may from time to time designate in a notice to the Lessee:

If to Lessor at: The City of Crossville
 392 N. Main St.
 Crossville, TN 38555

If to Lessee at: Downtown Crossville, Inc.
 380 Thurman Ave.
 Crossville, TN 38555

The parties agree that the laws of the State of Tennessee will apply to all matters involving this Lease. In the event any part, paragraph or provision of this Lease should be construed as null and void, then that part, paragraph or provision shall be omitted from the Lease with the remainder of the Lease remaining in full force and effect. This Lease shall be binding upon all parties, their heirs, executors, administrators, successors in interest and assigns and personal representatives

IN TESTIMONY WHEREOF, said parties have executed this contract in quadruplet, one of which is retained by each of the parties hereto, on this the day and date first above written.

LESSOR:

THE CITY OF CROSSVILLE

By: _____
James Mayberry, Mayor

LESSEE:

DOWNTOWN CROSSVILLE, INC.

By: _____
Robert C. Schwartz, President

State of Tennessee)
)
County of Cumberland)

Personally appear before me, the undersigned authority, a Notary Public in and for said County and State, **James Mayberry**, with whom I am personally acquainted, or proven to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to the **Mayor of The City of Crossville**, of Crossville, Tennessee, the within names Lessor, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein expressed by signing the name of the corporation by himself as such Mayor.

WITNESS my signature and seal of office this _____ day of _____, 2016.

Notary Public

My commission expires: _____

State of Tennessee)
)
County of Cumberland)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, **Robert C. Schwartz**, with whom I am personally acquainted, or proven to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to be **President** of the **Downtown Crossville, Inc.**, the within names Lessee, a Tennessee corporation, and that he as such President, being authorized so to do.

WITNESS my signature and seal of office this _____ day of _____, 2016.

Notary Public

My commission expires: _____