

STATE OF ALABAMA                    )  
  )  
COUNTY OF CLAY                    )                    **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CLAY COUNTY BOARD OF EDUCATION**, hereinafter referred to as "LANDLORD", and the **CITY OF ASHLAND, ALABAMA, a body corporate**, hereinafter referred to as "TENANT", in accordance with the Alabama Attorney General Opinion No. 2002-094.

**ARTICLE 1. LEASED PROPERTY**

LANDLORD does hereby lease unto the TENANT and the TENANT hereby leases from the LANDLORD, that certain real property, together with such structures thereon, located in Ashland, Alabama, to wit:

- a.     Horn-White Stadium including the football field, restrooms, concession building and all other buildings related to said field;
- b.     Clay County High School football practice field including all buildings related to said field.

**ARTICLE 2. TERM**

The term of this lease shall be for a period of five (5) years beginning upon the date of execution of this Lease agreement by the last party executing the same and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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.

**ARTICLE 3. RENT**

The TENANT agrees to pay the LANDLORD as rental for said premises, the sum of Ten and NO/100 Dollars (\$10.00) and to perform such other terms, conditions and covenants as contained herein.

The LANDLORD and TENANT agree that the above rental is a 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 public sports programs to benefit the citizens of Clay County and

school students.

#### **ARTICLE 5. REPAIRS, 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 for repair of said premises and further agrees to pay for all repairs caused by any lack of care 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 utilities serving said premises, including the cost thereof; and
- 5.05 TENANT agrees to be responsible for fire and wind storm insurance coverage for said premises, including the cost thereof.

#### **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 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 inure 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 other 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 whereby 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 this 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, judgments 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 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.

**LANDLORD:**

**ATTEST:**

**CLAY COUNTY BOARD OF EDUCATION**

\_\_\_\_\_

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

**TENANT:**

**CITY OF ASHLAND, ALABAMA**

\_\_\_\_\_  
**CHELSEY WYNN, Clerk**

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

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 \_\_\_\_\_, 2023.

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

STATE OF ALABAMA            )  
  )  
COUNTY OF CLAY            )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **LARRY J. FETNER**, 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 \_\_\_\_\_, 2023.

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