

STATE OF ALABAMA)
CITY OF ASHLAND)

THIS LEASE AGREEMENT is entered into this the _____ day of _____, 2022, by and between the **CITY OF ASHLAND, ALABAMA**, a municipal corporation, hereinafter referred to as "Lessor" and **THE CLAY COUNTY COMMISSION**, hereinafter referred to as "Lessee".

ARTICLE 1. DEMISE, DESCRIPTION

The Lessor does hereby lease unto the Lessee one room of the City's choosing located in City Hall and specifically located at:

**83183 AL-9
Ashland, AL 36251**

ARTICLE 2. TERM

2.01. The term of this lease shall be for a period of three (3) years commencing on November 01, 2022 and ending on October 31, 2025.

ARTICLE 3. RENT

3.01. The Lessee agrees to pay the Lessor as monthly rental for said premises the sum of One Hundred and NO/100 Dollars (\$100.00).

3.02. Rental shall be due and payable in advance on the tenth (10th) day of each month, commencing November 10, 2022, without setoff or deduction whatsoever and Lessee expressly waives demand of payment.

3.03. Payment of rental not received by Lessor by the thirtieth (30th) day of each month shall be assessed a late charge of Fifty and NO/100 Dollars (\$50.00) which shall be due and payable in addition to the regular monthly rental.

3.04. A failure to pay the rental sum due within thirty (30) days shall result in the Lessee's default of the terms of this lease and shall give the Lessor all rights and remedies as provided for herein.

ARTICLE 4. INSURANCE

Lessee understands and agrees that Lessor shall not be responsible for providing insurance of any type or kind and that Lessee, at its sole discretion, may insure its contents or other property at its sole cost and expense.

ARTICLE 5. REPAIRS, ALTERATIONS, UTILITIES, AND USE

5.01. Lessor agrees to and shall be responsible all repairs and maintenance of the premises including but not limited to the building's structure, roof, heating and air condition systems, electrical, plumbing and sewage systems.

5.02. Lessee shall not cause any renovation, structural changes or improvements to the leased premises without the prior written approval of the Lessor.

5.03. Lessor agrees to be responsible for all utilities serving said premises.

5.04. Lessee agrees to use the leased property only to perform the administrative duties of the Clay County Water Authority

ARTICLE 6. DEFAULTS AND REMEDIES

6.01. If Lessee shall allow the rent to be in arrears for the period as provided in ARTICLE 3 herein or shall remain in default under any other conditions of this lease for a period of fifteen (15) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings or other operation of law in any manner whatsoever, Lessor may at its option, without notice to Lessee, terminate this lease or in the alternative, Lessor may re-enter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and relet the premises or any part thereof for all or any part of the remainder of said term, to a party satisfactory to Lessor, and at such monthly rental as Lessor may with reasonable diligence be able to secure.

All rights and remedies of Lessor under this lease shall be cumulative and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

6.02. If Lessor defaults in the performance of any term, covenant or condition required to be performed by it under this agreement, Lessee may elect either of the following:

(1) After not less than fifteen (15) days' notice to Lessor, Lessee may remedy such default by any necessary action and in connection with such remedy may pay expenses and employ counsel; reasonable sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee on demand and on failure of such reimbursement, Lessee may, in addition to any other right or remedy that Lessee may have, deduct the costs and expenses thereof from rent subsequently becoming due hereunder;

(2) Elect to terminate this agreement on giving at least fifteen (15) days' notice to Lessor of such intention, thereby terminating this agreement on the date designated in such notice, unless

Lessor shall have cured such default prior to expiration of the fifteen (15) days period.

ARTICLE 7. WASTE AND NUISANCE

Lessee 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 8. INSPECTION BY LESSOR

Lessee shall permit Lessor and its agents to enter into and upon the leased premises at all necessary times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

ARTICLE 9. ASSIGNMENT AND SUBLEASE

9.01. Lessor specifically reserves the right to access, use, and lease all other portions of the "Wynn Building" not leased to the Lessee herein.

9.02. Lessor is expressly given the right to assign any or all of its interest under the terms of this lease.

ARTICLE 10. MISCELLANEOUS

10.01. All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

Lessor: **CITY OF ASHLAND**
 P.O. Box 849
 Ashland, Alabama 36251

Lessee: **THE CLAY COUNTY WATER AUTHORITY**
 87301 AL-9
 Ashland, Alabama 36266

10.02. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns when permitted by this agreement.

10.03. 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.

10.04. 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.

10.05. 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.

10.06. 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.

10.07. 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.

10.08. In the event Lessor or Lessee 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.

10.09. Neither Lessor nor Lessee shall be required to perform any term, condition or covenant in this lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of the Lessor or Lessee and which by the exercise of due diligence, Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

10.10. Time is of the essence in this agreement.

10.11. If Lessor shall convey title to the demised premises pursuant to a sale or exchange of property, the Lessor shall not be liable to Lessee or any immediate or remote assignee or successor of Lessee as to any act or omission from and after such conveyance.

10.12. Lessee shall be responsible for the cleanup and checking of the Wynn Building both before and after other rental or lease of other portions thereof.

10.13. Lessee covenants with the Lessor that should it take possession of the leased premises described herein prior to the beginning of the term as provided, the Lessee shall be under all obligations imposed by this lease as stated herein.

10.14. Lessee covenants and agrees to indemnify and hold harmless the Lessor 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 of occupancy of said premises.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

[signatures on subsequent pages]

ATTEST:

LESSOR:

**CITY OF ASHLAND, ALABAMA,
a municipal corporation**

by: _____

**CHELSEY WYNN
City Clerk**

by: _____

**LARRY J. FETNER
Its Mayor**

LESSEE:

CLAY COUNTY WATER AUTHORITY

JASON WATKINS