STATE OF ALABAMA)
)
COUNTY OF CLAY)

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this _____ day of May, 2022, by and between the **CITY OF ASHLAND, ALABAMA**, a municipal corporation, hereinafter referred to as "Lessor" and the **40TH JUDICIAL CIRCUIT DISTRICT ATTORNEY**, hereinafter referred to as "Lessee".

ARTICLE 1. DEMISE, DESCRIPTION

The Lessor does hereby lease unto the Lessee that certain real property, together with the office building located thereon (formerly known as the Ashland City Hall), as the same is more particularly described in the Deed recorded in Deed Book 394 at Page 109 in the Office of the Judge of Probate of Clay County, Alabama.

ARTICLE 2. TERM AND PURCHASE OPTION

2.01 The initial term of this lease shall be for a period of three (3) years commencing on May_____, 2022 and ending May _____, 2025.

2.02 The Lessee may renew the Lease for one (1) extended term of three (3) years. The Lessee shall exercise such renewal option, if at all, by giving written notice to the Lessor not less than sixty (60) days prior to the expiration of the initial term, upon the same covenants, conditions and provisions as provided in this Lease.

ARTICLE 3. RENT

3.01 The Lessee agrees to pay the Lessor as monthly rental for said premises the sum of Six Hundred and NO/100 Dollars ($600.00).

3.02 Rental shall be due and payable in advance on the fifteenth (15th) day of each month, commencing June 15th, 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 Sixty and NO/100 Dollars ($60.00) 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, IMPROVEMENTS

5.01 Lessor agrees to and shall be responsible for all major 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 agrees to and shall be responsible for all other repairs and maintenance of the premises during the term of this Lease.

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

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 reasonable 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 Lessee shall have the right to assign this Lease or sublet any portion of the leased premises to another law enforcement or judicially related entity during the term of this Lease but no other rights to assign or sublet all or any portion thereof will be allowed without the prior written consent of the Lessor.

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: **DISTRICT ATTORNEY'S OFFICE**
40TH Judicial Circuit
P. O. Box 95
Ashland, Alabama 36251

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 maintaining the yards and grounds surrounding of the leased premises.

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.

ATTEST:

by: _____
CHELSEY WYNN, City Clerk

LESSOR:

CITY OF ASHLAND, ALABAMA,
a municipal corporation

by: _____
LARRY J. FETNER
Its Mayor

LESSEE:

40TH JUDICIAL CIRCUIT DISTRICT ATTORNEY

by: _____
District Attorney