

**LEASE AGREEMENT**

THIS LEASE AGREEMENT made and entered into by and between **MARSHALL COUNTY FISCAL COURT**, hereinafter referred to as "**TENANT**" and **PIRATE'S COVE HOMEOWNER'S ASSOCIATION**, hereinafter referred to as "**LANDLORD**".

WHEREAS, the Landlord desires to lease to the Tenant the property more particularly described to-wit:

A mutually-agreed upon location on a portion of the real property owned by Landlord located near \_\_\_\_\_, said leased property to be sufficient in size in order to install and maintain an emergency weather siren by the Tenant.

and,

WHEREAS, the Tenant desires to lease the property under the following terms and conditions, more particularly set out hereinafter.

WITNESSETH:

Under the following terms and conditions, all of which the parties agree are material covenants and conditions, the Landlord does hereby demise and lease to the Tenant the property set out above.

(1) **TERM:**

The Lease shall be for a period of **one year**, beginning on the \_\_\_\_\_, and terminating on \_\_\_\_\_, said lease term being automatically renewable for another like term unless either party gives 30 days' advanced written notice of intent not to renew to the other party.

(2) **RENT:**

The Tenant shall use the demised premises for the installation and maintenance of an emergency weather siren capable of warning community members of pending or imminent dangers.

(3) **INSURANCE:**

The Tenant shall be solely responsible for insuring the weather siren and any and all associated equipment accompanying the weather siren, including, but not limited to, the pole or other supporting structures, support wires, electrical wiring, and other associated electrical equipment. The Tenant shall provide and maintain liability insurance policies for the leased premises against liability arising out of the use and operation of the leased premises due to bodily injury, deaths, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00). The Tenant shall provide a copy of the liability insurance policy which shall carry a thirty (30) day notice of cancellation clause to the Landlord. The Landlord shall be responsible for insuring the leased premises, except any personalty placed thereon by the Tenant, in such amounts as the Landlord may determine will adequately replace the leased premises. Landlord shall be responsible for paying the electric bill associated with the weather siren.

(4) **SUBLEASE OR ASSIGNMENT:**

The Tenant **may not** sublease any part of the rented premises or assign this Lease, without the written consent of the Landlord, and in the event any assignment or sublease is made, the Tenant shall remain responsible under the terms and conditions of this Lease.

(5) **PARTIAL OR TOTAL DESTRUCTION:**

Should the leased premises be substantially or totally destroyed by fire, the elements, or otherwise so as to render the premises unfit for the Tenant's occupancy, either party shall have the option to cancel the remaining portion of the Lease or any extended period or term thereof by giving the other party written notice thereof within thirty (30) days after such destruction.

(6) **CROSS WAIVER OF SUBROGATION:** The Landlord hereby releases the Tenant, any assigns and sublessees, and Tenant and any assigns or sublessee releases Landlord from and against any and all claims, demands, liabilities or obligations whatsoever for damage to the

property or loss of rents or profits of either Landlord/Tenant and assigns resulting from or in any way connected with fire, accident or other casualty in the building whether or not such fire, accident or other casualty shall have been caused by the negligence or contributory negligence of the Landlord/Tenant or assigns, to the extent that such damage or loss is either insured under any insurance contract, which at the time of such damage or loss permits waiver of subrogation rights prior to the loss thereunder or was to be insured against by the provisions of the first paragraphs of this section.

(7) **LEGAL USE ONLY:**

The Tenant shall use the leased premises for a legal purpose and any violation of this covenant shall be considered a material violation of the terms and conditions of this Lease.

(8) **SEVERABILITY:**

In the event any one or more of the provisions contained in this agreement shall be held to be invalid, illegal, unconscionable or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of the agreement shall not be affected or impaired in any way thereby. Further, it is agreed between the parties that any provision deemed as such will be applied to the fullest extent so as to avoid the illegal or unconscionable result.

(9) **COUNTERPARTS:**

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(10) **SCOPE OF AGREEMENT:**

This agreement shall be binding upon the successors, heirs and assigns of the parties and can only be amended by a signed writing properly executed by both parties. Either party may terminate this agreement for any reason by providing at least 30 days' advanced written notice of intent to terminate.

(11) **CONTRACT INTERPRETATION:**

Should any provision of this agreement require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party, who itself or through its agent, prepared the same.

IN WITNESS WHEREOF, the parties hereto have duly executed the foregoing instrument as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

**"TENANT"**

**MARSHALL COUNTY FISCAL COURT**

By \_\_\_\_\_  
**Kevin Spraggs, Judge-Executive  
Marshall County Fiscal Court**

STATE OF KENTUCKY

COUNTY OF MARSHALL

The foregoing Lease Agreement was subscribed, sworn to and acknowledged before me in my said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Marshall County Fiscal Court, by and through Kevin Spraggs, Judge Executive, as Tenant.

My Commission expires: \_\_\_\_\_

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

"LANDLORD"

PIRATE'S COVE HOMEOWNER'S ASSOCIATION

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

STATE OF KENTUCKY

COUNTY OF \_\_\_\_\_

The foregoing Lease Agreement was subscribed, sworn to and acknowledged before me in my said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as Landlord.

My Commission expires: \_\_\_\_\_

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

This Instrument Prepared By:

JASON DARNALL  
Marshall County Attorney  
80 Judicial Drive, Unit 130  
Benton, Kentucky 42025

\_\_\_\_\_  
**Jason Darnall**