

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into by and between **MARSHALL COUNTY FISCAL COURT**, hereinafter referred to as "**LANDLORD**" and **WACPAC (Women of the Aurora Community Park Activities Committee)** hereinafter referred to as "**TENANT**".

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

A tract of land located at **16191 US Highway 68 East, Hardin, Kentucky 42048**, presently occupied by WACPAC. Said real estate is described in that certain deed dated August 24, 2018, of record in Deed Book 462, page 433, Marshall County Court Clerk's Office.

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 **1st day of July, 2019**, and terminating on the **30th day of June, 2020**.

(2) **RENT:**

The Tenant shall continue to act in furtherance of its public purpose as proposed to the Landlord in its grant application.

(3) **UTILITIES:**

The Tenant shall be responsible for and pay promptly when due, all charges of public or private utility companies, including charges for gas, water, electricity, sewage, telephone and other such utilities used by the Tenant in the leased premises.

(4) **ALTERATION:**

The Tenant shall have the right to make nonstructural alterations to the interior of the leased premises, provided, however, that such alterations shall be of good workmanship and material and shall not lessen the value of the leased premises. Title to all such alterations, changes or improvements made by the Tenant shall become the property of the Landlord at the termination of this Lease, except trade fixtures and items of equipment and personalty placed on the premises by the Tenant.

(5) **REPAIRS AND MAINTENANCE:**

The Landlord shall repair and replace the structural portions of the roof, foundation, walls, floor, windows, heating and cooling systems, plumbing breakdowns and electrical problems, with the exceptions of light bulbs and any repairs that are necessary due to the negligence of the Tenant or its guests. Should the Landlord neglect or refuse to make such repairs after notice from the Tenant, the Tenant, without liability or forfeiture of the term herein, may make such repairs and deduct the full cost thereof from any present and/or future rent payable until the Tenant has been paid in full, anything to the contrary herein notwithstanding or terminate this lease, **so long as written notice of the defect also indicates an intent to terminate for failure to repair.**

(6) **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.

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

Should the leased premises or any improvements in the area leased by the Tenant be substantially or totally destroyed by fire, the elements or otherwise so as to render the said building totally 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.

(8) **INSURANCE:**

(a) **PERSONAL PROPERTY:** It shall be the responsibility of the Tenant to carry proper insurance covering its items of personalty located on the premises from loss due to fire, other elements or acts of God, and theft.

(b) **LIABILITY INSURANCE:** 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.

(c) **LEASED PREMISES:** 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.

(d) **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.

(9) **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.

(10) **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.

(11) **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.

(12) **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.

(13) **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 _____, 2019.

"LANDLORD"

MARSHALL COUNTY FISCAL COURT

By _____
Kevin Neal, Judge Executive

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 _____, 2019, by Marshall County Fiscal Court, by and through Kevin Neal, Judge Executive, as Landlord.

My Commission expires: _____

Notary Public

"TENANT"

WACPAC

(Women of the Aurora Community Park Activities Committee)

By _____

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 _____, 2019, by WACPAC (Women of the Aurora Community Park Activities Committee), by and through _____, as Tenant.

My Commission expires: _____

Notary Public

This Instrument Prepared By:

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

Jason Darnall

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