

LEASE AGREEMENT

This Lease Agreement is entered into by and between the South Marshall Fire Department, Inc. (SMFD) and the Marshall County Fiscal Court (COUNTY).

WHEREAS, the County does desire to lease space from SMFD on the latter's transmitter/radio tower and inside the enclosed structure associated with that tower;

WHEREAS, SMFD does consent to the leasing of that space in exchange for an agreed upon amount of compensation;

NOW THEREFORE, be it understood by and between the parties as follows:

1. The County shall lease space from SMFD for the purpose of installing County-owned radio/transmitting equipment on SMFD's transmitter/radio tower and within the enclosed structure associated with that tower. More specifically, the space to be leased by the County is described in detail as follows:

2. The County shall be provided a key to the enclosed structure in order to be able to access the County-owned radio/transmitting equipment at any time. The County shall provide a secure cabinet to house the County-owned radio/transmitting equipment inside the enclosed structure at a mutually agreed upon location. Only persons authorized by the County will be permitted to access the County-owned radio/transmitting equipment.
3. At all times SMFD shall ensure that the radio/transmitting tower and/or the enclosed structure associated with that tower are: (a) properly grounded and protected against lightning strikes; (b) routinely inspected and maintained to meet FCC requirements; (c) adequately weather-proofed; (d) adequately locked and secured to prevent theft and/or tampering or damage to the County-owned radio/transmitting equipment; and (e) adequately heated or air conditioned to protect the equipment.
4. The County shall be responsible for maintaining insurance on the County-owned radio/transmitting equipment. SMFD shall be responsible for maintaining insurance on the transmitter/radio tower and the enclosed structure associated with that tower, and shall further be responsible for payment of any and all utility services associated with the leased premises.
5. The term of this lease shall commence on _____, and continue for a period of one year. This lease shall automatically renew for another period

of one year unless either party provides written notice of intent to terminate within 30 days of the date of expiration. Either party may terminate this lease at any time and for any reason by providing 30 days' advanced written notice of intent to terminate to the other party.

6. The County shall pay to SMFD the sum of Two Hundred Fifty (\$250.00) dollars per month for the duration of this agreement, which shall be due and payable on or before the _____ day of each month.
7. The County may terminate this agreement immediately and remove its County-owned radio/transmitting equipment from the leased premises if, for whatever reason, the purpose of installing the County-owned radio/transmitting equipment is compromised to any degree.
8. Neither this agreement nor any provision herein may be assigned without the written consent of both parties.
9. The County shall hold harmless and indemnify SMFD for damages or loss of property arising out of County's occupancy and/or use of the leased premises.

Entered into this the _____ day of _____, 2020.

Marshall County Fiscal Court

South Marshall Fire Department, Inc.