

COMMERCIAL LEASE

1. PARTIES

John Thomas Seaford and Janet Seaford, his wife, having an address of 1117 Colonial Drive, Benton, KY 42025, hereinafter referred to as “**Lessors**”, their heirs, successors and assigns, do hereby lease to the Marshall County Fiscal Court, acting by and through its Judge-Executive, Kevin Spraggs, having an address of 1101 Main Street, Benton, K 42025, hereinafter referred to as “**Lessee**”, its successors and assigns, the hereinafter described premises:

2. PREMISES

A 40' X 80' building designated as 107 B Street, Benton Marshall County, KY 42025.

3. TERM/RENTAL

The term of this Lease shall be for two (2) years, commencing _____ and ending on _____. The rental shall be 700⁰⁰ per month payable in advance on the 1st day of each month during the term of this Lease.

4. OPTION TO RENEW

The Lessee shall have the right to extend the term of this Lease for two (2), one (1) year terms. Should the Lessee exercise this option, the monthly rental shall be in an amount to be agreed upon by the parties and all other provisions of this Lease shall remain in full force and effect.

5. UTILITIES

The Lessors shall have no obligation to provide utilities to the leased premises under this Lease and all required utilities shall be at the Lessee's sole expense, provided however, any modification to the utilities services as currently installed shall be subject to the written consent of the Lessors, which consent shall not be unreasonably withheld.

The Lessee shall pay, as they become due, any bills for electricity and all other utilities that may be furnished to the leased premises.

6. USE OF THE LEASED PREMISES

The Lessee may use the leased premises for any purpose not prohibited by law.

7. COMPLIANCE WITH LAWS

The Lessee agrees that no trade or occupation shall be conducted on the leased premises or use made thereof that will be unlawful, improper, noisy or offensive or contrary to any law or any municipal law or ordinance in force in Benton, Kentucky. The Lessee shall be responsible for compliance with any requirements that may be imposed by the Americans with Disabilities Act relative to the use and layout of the leased premises. It is understood by and between the parties that the intended use of the leased premises is for use of the Marshall County Coroner's Office.

8. MAINTENANCE

The Lessee agrees to maintain the leased premises in good condition, and the Lessee acknowledges that the leased premises are now in good order and condition. The Lessee shall be required to perform any and all required maintenance costing less than \$100.00. All other maintenance shall be at the Lessors' sole expense. The Lessee shall not permit the leased premises to be damaged, destroyed or defaced nor suffer any waste. The Lessee will obtain the written consent of the Lessors before erecting any sign on the leased premises.

9. ALTERATIONS – ADDITIONS

The Lessee shall not make alterations or changes to the leased premises without the Lessor's written consent, which consent shall not be unreasonably withheld or delayed. Any permitted changes shall be at Lessee's sole expense. The Lessee shall not allow any mechanic's liens or similar liens to remain upon the leased premises for any labor or material furnished to the Lessee or that are claimed to have been furnished to the Lessee in connection with work of any type performed on the leased premises for or at the direction of the Lessee.

10. LESSORS' ACCESS

The Lessors or agents of the Lessors may, at reasonable times, enter to view the leased premises and make such repairs and alterations as the Lessors deem necessary and may show the leased premises to others, and at any time within two (2) months prior to the expiration of the lease term and affix to any suitable part of the leased premises a notice for letting or selling the leased premises and maintain same on the premises.

11. INDEMNIFICATION AND LIABILITY

The Lessee shall save the Lessors harmless from any loss or damage occasioned by any use of the leased premises unless caused by the negligence or misconduct of the Lessors, and from all loss and damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the Lessee or its agent, servants or employees.

12. LESSEE'S LIABILITY INSURANCE

The Lessee shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of at least \$1,000,000.00, with a responsible company qualified to do business in Kentucky and in good standing therein, and insuring the Lessors and the Lessee against injury to persons or damage to property as their interests may appear. The Lessee shall furnish the Lessors a copy of the certificates for any such insurance at or prior to commencement of the term. All such insurance certificates shall contain waivers of cross-subrogation and shall provide that the policies shall not be canceled without at least ten (10) days prior written notice to the Lessors.

13. CASUALTY – EMINENT DOMAIN

Should any portion of the leased premises be substantially damaged by a casualty, or be taken by eminent domain so as to be uninhabitable by the Lessors, the Lessors may elect to terminate this Lease.

14. DEFAULT AND BANKRUPTCY

In the event that:

(a.) The Lessee shall default in the payment of any installment of rent or other sum herein specified and that default shall continue for ten (10) days after written notice thereof; or

(b.) The Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements or obligations hereunder and that default shall not be corrected within thirty (30) days after written notice thereof; then in either of the foregoing events, the Lessors shall have the right thereafter to re-enter and take complete possession of the leased premises, to declare the term of this Lease ended, with all remedies afforded to them under law.

15. NOTICE

Any notice from the Lessors to the Lessee related to the leased premises or to the occupancy thereof will be deemed served if left at the leased premises addressed to the Lessee, or if mailed to the Lessee, registered or certified mail, return receipt requested, postage prepaid, at the address set forth above. Any notice from the Lessee to the Lessors relating to the leased premises or to the occupancy thereof shall be deemed duly served if mailed to the Lessors by registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessors at the address set forth above. All rent notices shall be sent to the Lessee at the following address:

Kevin Spraggs
Marshall County Judge-Executive
Courthouse
1101 Main Street
Benton, KY 42025

16. SURRENDER

The Lessee shall at the expiration or other termination of this Lease vacate the leased premises.

The Lessee shall deliver to the Lessors the leased premises in good condition. In the event the Lessee fails to remove all of Lessee's property from the premises, the Lessors are hereby authorized, without liability to the Lessee for loss or damage hereto, to remove and store same at the Lessee's sole expense.

17. CONDITION OF PREMISES

Except as may be otherwise expressly set forth herein, the Lessee shall accept the leased premises "as is" in their condition as of the commencement of the term of this Lease, and the Lessors shall be obligated to make no improvements to same in order to prepare the leased premises for occupancy by the Lessee.

18. FORCE MAJEURE

In the event that the Lessors are prevented or delayed from making repairs or performing any Covenant hereunder by reason of any cause reasonably beyond the control of the Lessors, the Lessors shall not be liable to the Lessee therefore nor, except as expressly otherwise provided in the case of a casualty or a taking, shall the Lessee be entitled to an abatement or reduction of rent by reason thereof, nor shall same give rise to a claim by the Lessee that such failure constitute actual or constructive eviction from the leased premises.

19. LATE CHARGE

If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the Lessee agrees to pay to the Lessors a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.

20. RIGHT OF TERMINATION & ASSIGNMENT

Either party may terminate this Lease upon giving the other party ninety (90) days written notice prior to the date of termination in which event the rental obligation will be prorated to the date of such termination. Neither party shall assign this Lease, in whole or in part, without the express written consent of the other party, said consent not to be unreasonably withheld.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 6th

day of February, 2023.

LESSORS:

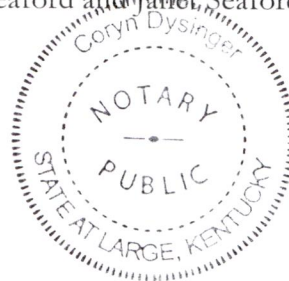
John T Seaford
John Thomas Seaford

Janet Seaford
Janet Seaford

STATE OF KENTUCKY
COUNTY OF MARSHALL

The foregoing was subscribed, sworn to and acknowledged before me this 6th day of February, 2023, by John Thomas Seaford and Janet Seaford.

Coryn Dysinger
Notary Public
My commission expires: 626558 7/8/23
Notary ID No. 626558



LESSEE:

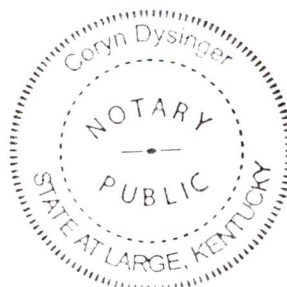
MARSHALL COUNTY FISCAL COURT

By Kevin Spraggs
Kevin Spraggs, County Judge Executive

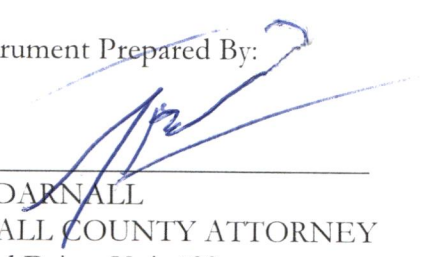
STATE OF KENTUCKY
COUNTY OF MARSHALL

The foregoing was subscribed, sworn to and acknowledged before me this 7th day of February, 2023, by Kevin Spraggs, County Judge Executive of Marshall County, KY.

Coryn Dysinger
Notary Public
My commission expires: 7-8-23
Notary ID No. 626558



This Instrument Prepared By:



JASON DARNALL
MARSHALL COUNTY ATTORNEY
80 Judicial Drive, Unit 130
Benton, Kentucky 42025

Fiscal2023(as)