

STATE OF ALABAMA
SHELBY COUNTY

TEMPORARY OFFICE SPACE LEASE

This Temporary Office Space Lease (lease), made and entered into on this the 14th day of October, 2024, by and between the Alabaster Water Board, hereinafter called the Lessor, and the City of Alabaster, Alabama, hereinafter called the Lessee.

WITNESSETH:

That the Lessor does hereby lease and rent unto the Lessee the following described premises situated in Shelby County, Alabama, to-wit:

Office space in Lessor's old shop building located at 401 1st Ave W in Alabaster, Alabama

for use as offices for Lessee's Environmental Services Department for the term, beginning on the 21st day of October, 2024, and ending on the 31st day of May, 2025.

In Consideration Whereof, the Lessee agrees to pay the Lessor, in advance on the 1st day of each month of said term, commencing October 21, 2024, as rent for said premises herein leased the sum of fifteen hundred and no/100 Dollars (\$1,500) per month, plus Lessee shall pay for the electric services for the leased premises during the lease term.

This Lease is made on the following Terms, Conditions and Covenants:

1. The Lessor covenants to keep the Lessee in possession of said premises during the said term.
2. Nothing herein shall be construed as a warranty that premises are in good condition or are fit or suitable for the use and purpose for which they are rented or leased. The Lessor has made no representations or promises with respect to said premises except as herein expressly set forth.
3. The Lessee will, upon the expiration or termination of this lease, surrender the quiet and peaceful possession of said premises in like good order as the same were in at the commencement of said term, natural wear and tear excepted.
4. The Lessee will indemnify, protect and save harmless the Lessor herein from any loss, cost, damage or expense caused by injury to persons or property while in, on or about said premises herein described.

5. In the event the Lessee fails to pay said rent as set forth herein on the date which it is due, failure on his part to make good said default within 15 days from the due date thereof will authorize the Lessor to terminate and cancel this lease at its option.

6. In the event it becomes necessary for the Lessor to employ an Attorney to collect any of the rent agreed to be paid hereunder, or to enforce performance of any of the provisions of this lease, the Lessee agrees to pay all Court Costs and Attorney's Fees.

7. Lessee shall not alter or add to existing buildings. Upon termination or expiration of this lease, title to any alterations, additions, or improvements which might have been made, despite this provision, shall vest in the Lessor and the Lessee shall not have any right of removal thereof.

8. It is further agreed that this lease shall terminate if the buildings covered thereby shall be rendered unfit for use by accidental fire or other unavoidable casualties.

9. The Lessee agrees to make no unlawful use of said premises during the term of this lease, and any violation thereof shall authorize the Lessor to terminate and cancel this lease at its option.

10. Lessee agrees that in the event it should vacate the premises (other than a temporary work-related absence) at any time during the term of this lease that all of its interest and rights thereunder shall immediately cease and terminate and become null and void.

11. Lessee agrees that, at its sole cost and expense, it shall repair any damages caused by its use of the premises.

12. Lessee shall not assign or in any manner transfer this lease or any estate, interest, or benefit herein, or sublet said premises or any part or parts thereof. Each and every transfer or assignment of this lease or any interest therein or rights and privileges contained herein, shall be null and void, unless the written consent of the Lessor be first obtained thereto.

In Witness Whereof, Lessor and Lessee, have hereunto set their hands and seals in duplicate on this the day and year first above written.

Lessor
Alabaster Water Board

Lessee
City of Alabaster, Alabama

by _____
General Manager

by _____
Mayor