

LEASE AGREEMENT

This Lease Agreement (the "Agreement") entered into on this the 12th day of February, 2019 by and between the Cheatham County Board of Education, hereinafter called the Lessor, and the Town of Ashland City, hereinafter called the Lessee.

WITNESSETH:

That the Lessor does by this Agreement lease and remise to the Lessee certain real property (the "Real Property") adjacent to Ashland City Elementary School for the purpose of incorporating of the softball fields into the Lessee's park program, primarily for the purpose of athletics. Both parties acknowledge and agree that no survey has been conducted of the Real Property and that Lessor does not provide any warranty or guarantee as to the dimensions, ownership, or any encumbrances, both recorded and unrecorded, that may impact the Real Property. The Real Property is leased in as-is condition.

The term of this Agreement shall be for a period of five years commencing on the date of this Agreement unless the Agreement is otherwise terminated by action of any term or condition of this Agreement.

While both parties acknowledge that this lease of the Real Property is made for good and valuable consideration, there shall be no monetary consideration for this Agreement. Notwithstanding the foregoing, the Lessee shall maintain concession stands at the Real Property, and the ball fields presently existing on the Real Property for the use and purpose of athletics. The Real Property and any improvements, fixtures, structures, and additions shall revert in full to the Lessor upon expiration of the lease term or the expiration of this Agreement. The Lessee shall be responsible for maintaining the Real Property in a safe condition in compliance with all Federal, State and local laws and regulations, including, but not limited to, mowing and maintaining the Real Property for use as athletic fields. The Lessee shall provide the lighting for said fields and be responsible for the cost, maintenance, and upkeep of all utilities on said lighting. Except for ordinary wear and tear, Lessee shall promptly reimburse Lessor for any costs that Lessor may incur in making repairs and alterations in and to the Real Property or facilities, systems or equipment of the Real Property, where the need for such repairs or alterations is caused by any of the following: (a) Lessee's use or occupancy of the Real Property in a fashion that contravenes any provision of this Agreement; (b) the installation, removal, use, or operation of Lessee's property; (c) the moving of Lessee's property into or out of the Real Property; or (d) any tortious act, omission, misuse, or negligence of Lessee.

The Lessee agrees that it will not allow any claim for materials, labor, or any other expense to become a claim or lien against Real Property and that any lien, security interest, or claim for funds shall not attach to the fixtures, structures, improvements, or additions placed or already existing upon the Real Property.

The Lessor shall maintain general liability coverage on the Real Property and hereby indemnifies and holds the Lessee harmless as permitted by law for any injuries or damages to third parties including invitees and guest of the Lessee, unless such injuries or damages were caused by the intentional act or negligent omission of Lessee or its officers, employees, contractors, or invitees. Lessor understands that the property will be used for sports leagues including but not limited to softball, baseball, and football.

Initials: AL

Date: 2-12-19

Initials: CB

Date: 3/22/19

The Lessee agrees to maintain the Real Property in a clean and orderly fashion in compliance with all Federal, State, and local laws and regulations and is solely liable and responsible for all maintenance and costs thereof. Lessee shall indemnify, defend and hold harmless Lessor from and against all claims, suits, demands, response costs, contribution costs, liabilities, losses, or damages (including, without limitation, reasonable attorneys' fees), directly or indirectly arising out of the existence, use generation, migration, storage, transportation, release, threatened release, or disposal of Hazardous Materials in, on, or under the Real Property or in the groundwater under the Real Property and the migration or transportation of Hazardous Materials to or from the Real Property or the groundwater underlying the Real Property, to the extent that any of the foregoing is caused by Lessee. This indemnity extends to the costs incurred by any Lessor to repair, clean-up, dispose of, or remove such Hazardous Materials. Hazardous Materials is hereby defined as any hazardous waste or hazardous substance as defined in any laws applicable to the Real Property, including asbestos or asbestos-containing materials, radon gas, petroleum or petroleum fractions, urea formaldehyde foam insulation, transformers containing levels of polychlorinated biphenyls greater than 50 parts per million, medical waste, biological materials (including without limitation blood and blood products), electromagnetic fields, mold and chemicals known to cause cancer or reproductive toxicity, whether or not defined as a hazardous waste or hazardous substance in any statute, ordinance, rule or regulation.

The Lessee agrees that its use of the Real Property shall be exclusive with the exception of any use, occupancy, program or event, authorized, conducted, or supervised by Ashland City Elementary School or the Lessor and that said use, occupancy, program or event, authorized, conducted, or supervised by the Ashland City Elementary School or the Lessor shall be without charge, fee, rental, or payment of any kind.

The parties agree that in the event the Real Property ceases to be used for the purpose of athletics that this Agreement shall terminate and all fixtures, structures, and improvements located upon the Real Property shall revert to the Lessor. Lessee shall also have the option to terminate this agreement upon giving thirty days' written notice to Lessor.

The parties further agree that in the event the Lessor deems it necessary to utilize the Real Property in such a manner as to frustrate the intent of this Agreement in providing facilities for athletics that this Agreement may be terminated at the end of the athletic season at the sole option and discretion of the Lessor by giving written notice to the Lessee of its intent to terminate this Agreement. All personal property of the Lessee shall be removed within fifteen (15) days of the termination or expiration of this Agreement.

The parties agree that this is their full and complete agreement and that there are not oral understandings not otherwise incorporated herein.

The parties agree that this document is binding not only upon the signatory parties but upon their successors, assigns, and their respective organizations and boards.

Lessee shall not sublet or assign any part or all of the Real Property without the prior written consent of Lessor.

The parties agree that violation of any term or condition of this Agreement may be construed by the nonviolating party as a violation of the Agreement in its entirety and treated as breach.

This Agreement shall be governed by, interpreted under, and construed and enforced in

Initials: AM

Date: 2-12-19

Initials: CB

Date: 3/22/19

accordance with the laws of the State of Tennessee applicable to agreements made and to be performed wholly within Tennessee.

This Agreement has been approved by the Ashland City Council and the Cheatham County Board of Education.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized.

TOWN OF ASHLAND CITY

By: Steve D. Allen

Signature

Mayor Steve Allen

Name and Title

2-12-19

Date

CHEATHAM COUNTY SCHOOL BOARD

By: Catherine Beck

Signature

Catherine Beck, Director of Schools

Name and Title

3/22/19

Date

Initials: SA

Date: 2-12-19

Initials: CB

Date: 3/22/19