

STATE OF ALABAMA        )

## **LEASE AGREEMENT**

MARSHALL COUNTY        )

This Lease Agreement is made and entered into on this the \_\_\_ day of \_\_\_\_\_, 2022, by and between **The City of Boaz, Alabama**, a municipal corporation, the owner, which shall be referred to herein as the “Landlord” and Snead State Community College which shall be referred to herein as the “Tenant”.

### **WITNESSETH:**

1. Premises. The Landlord hereby demises and leases to the Tenant and the Tenant hereby leases from the Landlord the following described real estate (the “Premises”), upon the terms and conditions as contained in the Lease Agreement, to-wit:

That portion of the building located at 314 North King St., Boaz, AL comprising approximately 10, 750 sq. ft. according to the attached sketch.

2. Purpose. The Tenant is leasing the Premises for use as an indoor athletic practice facility, weight room, athletic facility, office space, and locker room, and the Premises may not be used by the Tenant for any other purpose without the written consent of the Landlord. The Tenant will not allow or permit the Premises to be used for any unlawful purpose. Upon observing and performing all of the covenants and conditions of this Lease Agreement, the Tenant shall peaceably hold and enjoy the Premises during the lease term or any renewal thereof.

3. Term. The term of this lease shall begin [REDACTED], 2023 and shall for a period of three (3) years. Tenant shall also have one three-year option to renew the lease term. Tenant shall provide Landlord notice of its intention to exercise this option to renew thirty (30) days prior to the end of the initial lease term. Either party may terminate this lease agreement by providing a 120-day written notice to the other party. At the end of such 120-day period the lease agreement shall terminate and the tenant shall have no obligation for the payment of any amount not due and owing prior to the effective date of the termination.

4. Rent. The Tenant shall pay to the Landlord \$1,116.25 monthly based off of previous years utilities consumption average calculated in #7 below. Rent should be due and payable to the City of Boaz upon the first day of each month.

5. Taxes: Landlord is a tax-exempt municipal corporation. Therefore, there shall be no proportionate share of tax due from the tenant. However, the tenant shall pay and shall hold the Landlord harmless from any tax assessed against personal property which is owned by the tenant.

6. Operations and Environmental Matters: Tenant shall at all times and in all respects comply with all local, state, and federal laws, ordinances, regulations and orders and Tenant shall comply with all laws, rules and regulations relating to environmental protection and environmental matters.

7. Utilities:

Average combined monthly utilities for said property amount to \$1,771.83. **Applying the percentage of leased space by the tenant of 63%, provides a monthly utilities obligation to the Landlord of \$1,116.25 per month as reflected as lease in #4.** (See attached) In no event, unless due to Landlord's or Landlords agents, employees or contractors' negligence or willful misconduct, shall Landlord be liable in damages or otherwise for any interruption or failure to supply any utility or for any interruption or unavoidable delay caused by the making of necessary repairs of improvements in any utility used upon or furnished to the Premises.

c. Landlord shall not be liable to Tenant for interference in or interruption of any utility service, nor shall any curtailment or interruption constitute a constructive eviction or grounds for rental abandonment in whole or in part hereunder.

8. Duty to Repair:

a. Landlord shall keep and maintain good order, condition and repair and make sure such replacements and restorations as are required to the Premises, every part thereof and every appurtenance thereto, including, but without limitation, the exterior and interior portion of all doors, door frames, door checks, windows, window frames, plate glass, store front, all plumbing and sewage facilities within the Premises including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical systems, sprinkler system, if any, walls, floors, and ceilings, meters applicable to the Premises.

b. Tenant shall keep and maintain Premises in a clean, sanitary and safe condition and in accordance with all required rules and regulations of the government agencies having jurisdiction, and of Landlord, and Tenant shall comply with and maintain the Premises in compliance with all requirements of law, by statute, ordinance, or otherwise, affecting the Premises and the appurtenances thereto.

10. Tenant Assignment: Tenant shall not assign, transfer, mortgage, or encumber this Lease, or sublet, or grant a license or concession agreement with respect to any part of the Premises, without first obtaining the written consent of Landlord.

11. Control of Common Areas: All parking areas, driveways, entrances and exits thereto, sidewalks, ramps, landscaped areas, exterior stairways and all other common areas provided by Landlord for the common use of Tenants and their officers, agents, employees and customers shall at all times be subject to the exclusive control and management of Landlord and Landlord shall have the right from time to time, and as often as desirable, to establish, modify, and enforce reasonable rules and regulations with respect to the use of all common areas. No auction, fire or bankruptcy sales may be conducted in the Premises or common area without the previous written



consent of the Landlord. Tenant shall not use sidewalks adjacent to the Premises or the open areas within the Premises for any purpose without the written consent of the Landlord; all merchandise and coin vending machines of any description shall be kept within the walls of the Premises. Landlord shall have the exclusive right at any and all times to close any portion of the Common Area for any purpose including without limitation to making repairs, changes or additions thereto and may change the size, area or arrangement of the parking areas or the lighting thereof within or adjacent to the existing areas and may enter the Premises of the Tenant for the purpose of operating, maintaining and repair of such controls and related wiring.

12. Landlord's exoneration. The Landlord shall not be liable for injury or damage to person or property occurring within the Premises, unless caused by or resulting from the negligence of the Landlord or the Landlord's agents, servants or employees in the operation or maintenance of the Premises.

13. Indemnity and insurance. To the extent allowed by Alabama law, the Tenant hereby agrees to indemnify the Landlord against and to hold the Landlord harmless from any and all claims or demands for loss or damage to property or for injury or death to any person from any cause whatsoever while in, upon or about the Premises during the term of this lease or any renewal thereof. The Tenant shall during the term of this lease or any renewal thereof maintain with an insurance company acceptable to the Landlord, at the Tenant's expense, public liability and Premises insurance against personal injury, death and property damage occurring on or about the Premises or arising out of the Tenant's occupancy of the Premises, with liability limits of not less than \$1,000,000 per person for personal injury or death and not less than \$1,000,000 for property damage. The Tenant shall cause the Landlord to be named as an additional insured in such policy and shall provide the Landlord with reasonable evidence of such insurance coverage.

14. Entry and inspection. The Tenant shall permit the Landlord and Landlord's agents to enter the Premises at all reasonable times for the purpose of inspecting, maintaining or repairing the Premises or showing the Premises to prospective buyers or Tenants.

15. Alterations. The Tenant shall not make any alterations to the Premises without the written consent of the Landlord, and any additions to, or alterations of, the Premises shall become part of the realty and remain for the benefit of the Landlord. The Tenant shall keep the Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by the Tenant.

16. Condemnation. If the whole of the Premises, or such portion thereof as will make the Premises unsuitable for the purpose of this lease, is condemned for any public use or purpose by a legally constituted authority, then in either of such events, this lease shall terminate as of the time when possession is taken by such public authority and the rent shall be apportioned as of that date. Such termination shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such

condemnation. Neither the Landlord nor the Tenant shall have any rights in or to any award made to the other by such condemning authority.

17. Subordination. The Tenant agrees that this lease shall be subordinate to any mortgages that may hereafter be placed upon the Premises, to any and all advances made or to be made under them, to the interest and all obligations secured by them, and to all renewals, replacements or extensions of them. Provided, however, the mortgagee named in any such mortgages shall recognize the lease of the Tenant in the event of foreclosure if the Tenant is not in default under the terms of this lease.

19. Default. This lease is made upon the express condition that if the Tenant fails to fulfill its obligations pursuant to this Lease and if Tenant fails or neglects to perform or observe any of the Tenant's other obligations hereunder and such failure or neglect shall continue for a period of thirty (30) days after written notice thereof from the Landlord to the Tenant, then the Landlord at any time thereafter, by written notice to the Tenant, may lawfully declare the termination of this lease and re-enter the Premises and remove the Tenant and the Tenant's personal property therefrom without prejudice to any remedies which might otherwise be available to the Landlord for preceding breach of covenants or conditions.

20. Notices. All notices required or provided for in this lease shall be given in writing by registered or certified US Mail, return receipt required, or by reliable overnight delivery service addressed to the Landlord or Tenant as shown herein. All notices shall be effective upon deposit in the U.S. Mail or such delivery service.

**Landlord:**

City of Boaz, Alabama  
P. O. Box 537  
112 North Broad Street  
Boaz, Alabama 35957

**Tenant:**

Snead State Community College  
P.O. Box 734  
102 Elder Street  
Boaz, Alabama 35957

With copy to:

Christie D. Knowles  
Knowles & Sullivan, LLC  
413 Broad Street  
Gadsden, Al 35901

21. Entire agreement. This agreement embodies the entire agreement and understanding between the parties, and there are no representations, warranties, terms, covenants or conditions made by either party except as herein expressly contained.

22. Benefit. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and assigns.



23. This agreement shall be governed by and construed in accordance with the law of the State of Alabama without giving effect to any choice -or conflict- of law, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

24. It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of this agreement shall contravene any statute of constitutional provision, either now in effect or which may be enacted during the term of this agreement, the conflicting provision of this agreement shall be deemed null and void. The City of Boaz understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

25. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

IN WITNESS WHEREOF, the parties hereto have hereunto at their hands and seals as of the date first stated above.

**Landlord:**

The City of Boaz, Alabama, a municipal corporation,

By: \_\_\_\_\_  
David Dyar, Mayor

**Tenant:**

Snead State Community College

\_\_\_\_\_

I, the undersigned, a Notary Public in and for said State of Alabama at Large, hereby certify that David Dyar whose name as Mayor of **The City of Boaz**, Alabama, a municipal corporation, is signed to this instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of The City of Boaz, Alabama..

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

I, the undersigned, a Notary Public in and for said State of Alabama at Large, hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of Snead State Community College is signed to this instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he, as such sole member and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

This instrument prepared by:  
Christie D. Knowles  
Knowles & Sullivan, LLC  
413 Broad Street  
Gadsden, AL 35901  
256-547-7200