

## **RESOLUTION NUMBER 2025-1907**

### **RESOLUTION AUTHORIZING MAYOR TO ENTER INTO LEASE AGREEMENT WITH FRANK'S THUNDER ALLEY, LLC.**

Whereas, as of May 1, 2013, the City of Boaz is the owner of a 23+ acre parcel of land formerly known as the Boaz Outlet Center, and

Whereas, within such property there exists a bowling center, the premises for which have been leased to Frank's Thunder Alley, LLC for several years with the current lease agreement expiring as of March 31, 2021, and month to month thereafter, and

Whereas, Frank Caracci, managing member of Frank's Thunder Alley, LLC has requested to re-lease the premises with certain changes to the lease terms for the property located at 425 South McClesky Street, Suite 514 for the continued use as a bowling center and lounge.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council for the City of Boaz, Alabama, as follows:

The Mayor is hereby authorized and indeed directed to enter into a new lease agreement with Frank's Thunder Alley, LLC, with Frank Caracci as Guarantor, for use as a bowling center and lounge for a period of three (3) years beginning October 1, 2025.

This Resolution is PASSED, ADOPTED AND APPROVED this the 13<sup>th</sup> day of October, 2025 in a regular meeting of the Boaz City Council.

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David Dyar  
Mayor

Attest:

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Beth Stephens  
City Clerk/Treasurer

STATE OF ALABAMA        )

LEASE AGREEMENT

MARSHALL COUNTY        )

This Lease Agreement is made and entered into by and between **The City of Boaz, Alabama**, a municipal corporation, the owner, which shall be referred to herein as the “landlord” and **Frank’s Thunder Alley, LLC**, an Alabama Limited Liability Company, which shall be referred to herein as the “Tenant” and **Frank Caracci** who shall be referred to herein as the “Guarantor” and which the terms and conditions set forth herein shall be effective as of October 1, 2025. This lease shall replace any existing lease between the Landlord and Tenant and the terms contained herein shall take precedents over any previous lease agreements.

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 number 1 located at 425 South McClesky Street, Suite 514 and others, Boaz, Marshall County, Alabama 35957 which is currently used as a bowling center.

2. Purpose. The Tenant is leasing the premises for use as a bowling center and lounge 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 paying the rental amounts as provided herein and 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 be for three (3) years, beginning on the First (1st) day of October, 2025 and ending at 11:59 p.m. on the 30th day of September, 2028 unless sooner terminated as hereinafter provided.

4. Rent. The Tenant shall pay to the landlord the annual rent of \$36,000, in equal monthly installments of \$3,000 in advance, payable on the First (1st) day of each month throughout the term of this lease, beginning on the 1st day of October, 2025, without grace. No acceptance or series of acceptances of late rent shall constitute a waiver of the landlord’s right to insist that future rent be paid when due. The rent shall be payable at the business address of the landlord or at such other place as the landlord may designate in writing. The parties agree and acknowledge that Tenant has been in possession of the Premises but operating under a month to month tenancy with the prior lease term having expired. The parties agree that any unpaid rent due during the month to month tenancy periods prior to October 1, 2025 is hereby waived and released.

5. Definitions. As used in this Lease, the following terms shall have the following definitions:

a. Premises: “Premises” shall mean the area described in paragraph 1 hereof including all improvements constructed or to be constructed thereon excluding the roof and exterior walls of the building or buildings.

b. Shopping Area: The “shopping area” shall mean the area within the complex formerly known as the Boaz Outlet Center and now known as           (to be determined)           together with all existing and proposed structure(s) (whether or not presently existing), parking facilities and Common Area as the same may from time to time be reduced or increased.

c. Common Area: The “Common Area” shall mean all non-exclusive parking areas, service roads, loading facilities, sidewalks or other areas constructed for use in common by the Tenant, Landlord and

other Tenants, their respective employees and business invitees under the terms of this Lease and the other rules and regulations prescribed from time to time by the Landlord.

d. Lease Year: Except for the partial years at the beginning and end of the term, the phrase "Lease year" shall mean 12 (twelve) consecutive calendar months commencing on January 1st. For the partial Lease years, the initial Lease year shall commence on January 1 and end on the termination date.

c. Tenant's Proportionate Share: As used in this Lease, "Tenant's Proportionate Share" shall mean a fraction, the numerator of which is the number of square feet of floor space in the Premises and the denominator of which is the total gross leasable square feet or floor space of all buildings in the Shopping Center. Any Changes in the gross leasable area of either the Premises or the Shopping Center shall be effective as of the first calendar month following the day of the change. Floor space shall be computed by measuring from the outside face of the corridor wall to the outside face of the exterior wall and from center line to center line of the diminishing wall. Tenant's proportionate share for purposes of the Lease shall be   N/A  %.

6. Security Deposit: Tenant shall deposit with Landlord upon execution hereof \$   -0-   as security for Tenant's faithful performance of Tenant's obligations hereunder. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this lease, Landlord may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default, or for the payment of any other sum to which the Landlord may suffer thereby. If Landlord so uses or applies all or any portion of said deposit, Tenant shall within ten (10) days after written demand therefor deposit cash with Landlord in an amount sufficient to restore said deposit to the full amount hereinabove stated and Tenant's failure to do so shall be a material breach of the Lease. If the monthly rent shall, from time to time, increase during the term of this Lease, Tenant shall thereupon deposit with Landlord additional security deposit so that the amount of security deposit held by the Landlord shall at all times bear the same proportion to current rent as the original security deposit bears to the original monthly rent set forth in paragraph 4 hereof. Landlord shall not be required to keep and deposit separate from its general accounts. If Tenant performs all of the Tenant's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant within a reasonable time period after the expiration of the term hereof, and after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to said Security deposit.

7. Reserved:

8. Late Charges: Tenant acknowledges that the late payment by Tenant, of any installment, of rent or any other sum owed to Landlord, will cause Landlord to incur costs and expenses not contemplated under this Lease, the exact amount of which are extremely difficult or impractical to fix by Landlord. When said rent has not been received by the tenth (10th) day following the date the payment is due Tenant shall pay to the Landlord without demand a late charge equal to ten percent (10%) of each such late payment, and shall be paid at ten percent (10%) for each month that each such late payment is due and unpaid. Landlord and Tenant agree that this Late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for its loss suffered by such non-payment by Tenant. Acceptance of this late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising all other rights and remedies available to it under this Lease.

9. 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.

10. Insurance: Tenant agrees to keep and maintain throughout the term at least one million dollars of commercial general liability insurance naming Landlord as additional insured.

11. Reserved:

12. Reserved:

13. 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.

14. Utilities:

a. Tenant shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity and other utilities used or consumed on the Premises during the Lease term.

b. In the event that Tenant shares with other Tenants of the Landlord a common meter for utility service, the Tenant's share of the charges for such utility shall be determined by multiplying said charges by a fraction, the numerator of which is the total square footage of floor area in the Premises and the denominator of which is the total square footage of leased area serviced by such common meter. Tenant shall make all appropriate applications to the local utility company at such times as shall be necessary to insure utilities being available at the Premises no later than the Commencement Date of the Lease and by such date shall pay all required deposits, connection fees, and/or charges for meters. 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.

15. Tenant's Duty to Repair:

a. Tenant shall keep and maintain the premises in good order and condition and shall 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, and electrical systems (whether or not on the premises), sprinkler system, if any, walls, floors, and ceilings, meters applicable to the premises, and all installations made by Tenant under the terms of this Lease.

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.

c. Tenant shall keep, maintain and service the heating, ventilating and air conditioning (HVAC) system on the premises to keep the same in good order and condition and to insure its proper function and the Tenant shall be responsible for the first \$2,500.00 per year toward any such repair and maintenance.

d. If Tenant fails to commence and to complete repairs or the other obligations set forth in Sections (a), (b) and (c) above, promptly and adequately, Landlord may, but shall not be required, make and complete

said repairs or other obligations and Tenant shall promptly pay the cost thereof upon demand by Landlord as reimbursement to landlord of Tenant's required maintenance and repair.

16. Landlord's Duty to Repair: Landlord shall have no duty to keep and maintain any portion of the premises, including but not limited to the foundation, exterior walls, the electrical, plumbing and sewage systems servicing the premises and roof of the building, except the Landlord shall pay any expenses to keep the heating, ventilation and air conditioning system (HVAC) operational over and above that required to be paid by the tenant as set forth above.

17. Roof: Tenant will not cause or permit accumulation of any debris or extraneous matter on the roof of the premises; will not in any manner cut or drive nails into or otherwise mutilate the roof of the premises; Tenant will not place or affix anything to the roof of the premises, or the building in which the premises is located, without first obtaining the written consent of Landlord. Tenant will be responsible for any damage caused to the roof by any act of the Tenant, its agent, employees, invitees or contractors of any type or nature.

18. Plate Glass Insurance: Tenant shall keep and maintain in force during the term hereof, plate Glass insurance upon windows and doors in the premises, delivering certificates of such insurance to Landlord.

19. Failure to Procure Insurance: In the event Tenant shall fail to maintain the required insurance policies in force continuously during the term, Landlord may procure the same and Tenant shall immediately reimburse Landlord for such premium expense.

20. 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. In no event shall Tenant assign the Lease or permit the use of any portion of the Premises for any use, which will conflict with the use rights granted to any other Tenant in the shopping area surrounded by Mill Avenue, McClesky Street, Billy Dyar Blvd., and Elizabeth Street. Any assigning, subletting or granting, notwithstanding the consent of the Landlord, shall not in any manner release the Tenant herein from its continued liability for the performance of the provisions of this Lease and any amendments or modifications then or thereafter a part of this Lease. The acceptance of any rental payments by Landlord from any alleged assignee shall not constitute approval of the assignment of this Lease by Landlord.

21. Sublease Rentals: Notwithstanding that the Landlord may consent thereto, it is agreed that in the event of any assigning, subletting or granting, the aggregate rental that shall be due from the sublease or assignee (and that shall continue to be due from the Tenant as provided) shall not be less than the aggregate of all sums as rent paid by the Tenant in the Lease year immediately prior to the date of said assignment or subletting, including without limitations any sums due to Landlord. Tenant shall pay an amount equal to one-half (1/2) of any deficiency on the first day of each month in advance.

22. No Release of Tenant: Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee or Tenant or any successor of Tenant, in their performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said

assignee, Landlord may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such actions shall not relieve Tenant of liability under this Lease.

23. Bankruptcy, Etc. Neither this Lease, or any interest therein, nor any estate created hereby, shall pass to any trustee, or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event of bankruptcy or assignment for the benefit of creditors, Landlord shall be entitled to retain any security deposit and shall be deemed a secured creditor as to the next six (6) months' rent to the extent permitted by the applicable federal or state laws unless the rent is otherwise paid hereunder. As to any additional loss of rent, or other sums due to Landlord, Landlord shall be entitled to file as a general creditor.

24. Reserved:

25. 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 of the shopping area 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.

26. 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.

27. Indemnity and insurance. 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.

28. 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.

29. Alterations. The Tenant shall not make any alterations to the premises without the written consent of the Landlord first had and obtained, 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.

30. 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.

31. Subordination. The Tenant agrees that this lease shall be subordinate to any mortgages that may be or are hereafter 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.

32. Attorney fees. The Tenant shall pay to the Landlord all of the Landlord's expenses incurred in enforcing the provisions of this lease or in collecting any monies due hereunder, including the Landlord's reasonable attorney fees expended or incurred herein.

33. Default. This lease is made upon the express condition that if the Tenant fails to pay the rent provided for in paragraph 4 herein or any other amount to be treated as rent as provided for herein as the same shall become due and such failure continue for a period of ten (10) days, or if the 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 reenter 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 the collection of arrears of rent or for preceding breach of covenants or conditions. In such event the Landlord may demand from the Tenant the balance for the entire remaining term of this lease or may re-lease the premises to another Tenant and collect from the Tenant herein the difference in the rent provided for herein and the rent so obtained from the new Tenant, provided that in no event shall the Landlord be responsible to the Tenant for any excess so obtained.

34. Nonwaiver of default. The subsequent acceptance of rent hereunder by the Landlord shall not be deemed a waiver of any preceding breach of any obligation hereunder by the Tenant other than the failure to pay the particular rent so accepted, and the waiver of any breach of any covenant or condition by the Landlord shall not constitute a waiver of any other breach regardless of knowledge thereof.

35. Landlord's lien. The Tenant hereby grants to the Landlord a security interest in all of the furniture, fixtures, equipment, inventory and all other personal property of the Tenant which is or may be put on the premises, which security interest shall be in addition to all common law or statutory liens of the Landlord which are now or shall hereafter be in effect. Such lien is granted for the purpose of securing the Tenant's faithful performance of all obligations under this Lease Agreement, including but not limited to, the payment when due of all rents, taxes, assessments, charges, penalties, damages, repair costs and attorney fees. The lien herein granted shall be enforceable by the Landlord in accordance with the provisions of the Uniform Commercial Code of the State of Alabama now in effect or as may hereafter be amended.

36. Option to Renew. The Landlord hereby grants to the Tenant an option to renew this lease for an additional period of one (1) year from the expiration hereof upon the same terms and conditions as contained herein. Any holding over after the expiration of the term of this lease, with the consent of the landlord, shall be construed to be a tenancy from month to month, and shall be on the same terms and conditions herein specified, so far as applicable. Provided however, the landlord may require a new lease to be executed which said new lease may contain adjusted terms.

37. 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  
Boaz, AL 35957

Tenant:  
Frank's Thunder Alley, LLC  
425 South McClesky St., Suite 514  
Boaz, AL 35957

38. Tenant owned property. The Landlord and Tenant agree that the property set forth in the attached Exhibit "A" is personal property owned by the Tenant and the Landlord shall claim no ownership interest therein.

39. Termination. Notwithstanding the terms and conditions set forth herein for termination, in the event the Landlord should sell the property, this agreement and any extensions or renewals thereof may be terminated by the Landlord upon giving the Tenant forty five (45) days written notice to vacate the premises.

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

41. 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.

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

The City of Boaz, Alabama, a municipal corporation, Landlord

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

Frank's Thunder Alley, LLC, an Alabama Limited Liability Company

By: \_\_\_\_\_

Frank Caracci, Managing Member

\_\_\_\_\_  
Frank Caracci, Guarantor

STATE OF ALABAMA     )  
  
MARSHALL COUNTY     )

CORPORATE ACKNOWLEDGMENT

I, \_\_\_\_\_, 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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF ALABAMA     )  
  
MARSHALL COUNTY     )

CORPORATE ACKNOWLEDGMENT

I, \_\_\_\_\_, a Notary Public in and for said State of Alabama at Large, hereby certify that Frank Caracci whose name as Managing Member of Frank’s Thunder Alley, LLC, 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 Managing 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 \_\_\_\_\_, 2025.

\_\_\_\_\_

Notary Public  
My commission expires: \_\_\_\_\_

STATE OF ALABAMA     )

A C K N O W L E D G M E N T

MARSHALL COUNTY     )

I, \_\_\_\_\_, a Notary Public in and for said State of Alabama at Large, hereby certify that Frank Caracci whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My commission expires:\_\_\_\_\_

This instrument prepared by:  
Christie Knowles  
Knowles & Sullivan, LLC  
413 Broad St.  
Gadsden, Al 35901

EXHIBIT "A"  
TO LEASE AGREEMENT DATED  
AS OF OCTOBER 1, 2025  
BETWEEN  
FRANK'S THUNDER ALLEY, LLC  
AND  
THE CITY OF BOAZ, ALABAMA

The following seven listed items are Tenant owned property:

1. The bowling lanes and bowling machinery
2. All shoes, balls, pins, and bowling fixtures
3. All video games, and candy machines
4. All bar fixtures including tables and chairs
5. All cosmic bowling fixtures and lights
6. All restaurant equipment
7. All signs