

FACILITIES USE AND LEASE AGREEMENT

This **FACILITIES USE AND LEASE AGREEMENT** (“Agreement”) is made and entered into as of the **XX** day of **XXX**, 2026, by and between the **CITY OF JEFFERSON CITY, TENNESSEE**, a municipal corporation organized and existing under the laws of the State of Tennessee (“City”), and **THE SPRINGWELL FOUNDATION**, a Tennessee nonprofit corporation (“Tenant”).

1. RECITALS

1.1 City owns and operates a facility commonly known as **Nelson-Merry Gym**, located at 2030 Russell Avenue, Jefferson City, Tennessee 37760 (“Facility”).

1.2 Tenant desires to lease and use designated office space within the Facility for charitable, educational, and administrative purposes consistent with Tenant’s nonprofit mission, and City is willing to lease such space subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Tenant agree as follows.

2. PREMISES; TERM

2.1 **Premises.** City leases to Tenant, and Tenant leases from City, certain office space within the Facility, consisting of approximately 2,000 square feet, as more particularly described and/or depicted on **Exhibit A** attached hereto and incorporated herein (“Premises”).

2.2 **Common Areas.** Tenant shall have non-exclusive access to any corridors, restrooms, parking areas, and other common areas reasonably necessary for access to and use of the Premises, as designated by City from time to time (“Common Areas”).

2.3 **Initial Term.** The initial term of this Agreement shall commence on **XX, XXX 2026** (“Commencement Date”), and continue through , 20**XX**, unless earlier terminated in accordance with this Agreement (“Initial Term”).

2.4 **Renewal.** Upon mutual written agreement of the parties not less than 60 days prior to the expiration of the Initial Term, this Agreement may be renewed for successive terms of **XX** year(s) each, on such terms and conditions as the parties may then agree.

3. RENT AND OTHER CHARGES

3.1 **Base Rent.** Tenant shall pay City base rent for the Premises in the amount of \$XXX per month, payable in advance on or before the **1st day of each month** during the term of this Agreement.

3.2 **Method and Place of Payment.** All rent shall be paid to City at:

City of Jefferson City
Attn: City Recorder
112 City Center Drive
P.O. Box 530
Jefferson City, Tennessee 37760

3.3 Utilities and Services.

- City shall provide, or cause to be provided, ordinary utilities (electricity, water, sewer, and trash removal) serving the Premises, and Tenant shall reimburse City for such utilities either through a fixed monthly charge or through a pro-rata share based on square footage or actual metering.
- City shall provide routine maintenance for the Facility's structure, roof, and major building systems (HVAC, plumbing, electrical), while Tenant shall be responsible for routine interior maintenance and janitorial services within the Premises, as detailed in Section 7.

3.4 **Late Charges.** If any rent or other sums due hereunder are not received by City within 30 days after the due date, Tenant shall pay a late charge of \$ or % of the overdue amount, whichever is greater, not to exceed the maximum permitted by Tennessee law.

4. Permitted Use; Restrictions

4.1 **Permitted Use.** Tenant shall use the Premises solely for office, administrative, and meeting space in furtherance of Tenant's charitable and educational mission, including program planning, staff offices, volunteer coordination, and related nonprofit activities.

4.2 **Compliance with Law.** Tenant shall at all times comply with all applicable federal, state, and municipal laws, ordinances, regulations, and codes in its use and occupancy of the Premises and Common Areas.

4.3 **Compatibility with Facility Operations.** Tenant's use shall be compatible with City's operation of Nelson-Merry Gym as a public facility and shall not unreasonably interfere with City's programs, other users, or community events.

4.4 **No Unlawful or Hazardous Use.** Tenant shall not use or permit the Premises to be used for any unlawful purpose or for any activity that creates a nuisance, excessive noise, or unreasonable safety risk, nor shall Tenant store, use, or dispose of any hazardous substances except common office supplies in customary quantities.

4.5 No Assignment or Sublease. Tenant shall not assign this Agreement or sublease all or any part of the Premises, nor allow any other person or entity to regularly occupy the Premises, without the prior written consent of City, which may be withheld in City's sole discretion.

5. INSURANCE AND INDEMNIFICATION

5.1 Tenant's Insurance. Tenant shall, at its sole expense, procure and maintain during the term of this Agreement the following insurance coverages:

- Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, property damage, and personal injury arising out of Tenant's use or occupancy of the Premises and Common Areas.
- Workers' compensation insurance as required by Tennessee law, if Tenant has employees.
- Property insurance covering Tenant's personal property, equipment, and improvements located in the Premises, at Tenant's election.

5.2 Additional Insured; Certificates. Tenant shall name City as an additional insured on its general liability policy with respect to Tenant's use of the Premises and Common Areas and shall provide certificates of insurance and endorsements to City at least annually and upon request, showing required coverages and providing notice of cancellation.

5.3 Indemnification. To the fullest extent permitted by Tennessee law, Tenant agrees to indemnify, defend, and hold harmless City and its officers, employees, and agents from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Tenant's use or occupancy of the Premises or Common Areas, or Tenant's officers, employees, volunteers, guests, or invitees, except to the extent caused by City's gross negligence or willful misconduct.

5.4 City's Liability Limits. Nothing in this Agreement shall be construed as a waiver of any governmental immunity, limitation of liability, or other protection afforded to City under Tennessee law, including the Tennessee Governmental Tort Liability Act.

6. ACCESS, SECURITY, AND RULES

6.1 Hours of Access. Tenant shall have access to the Premises during the Facility's normal operating hours and at other times as City may approve in writing.

6.2 Keys and Security Codes. City may issue keys, access cards, or security codes to Tenant's designated personnel, and Tenant shall safeguard such access devices and promptly notify City of any loss, theft, or compromise.

6.3 Rules and Regulations. Tenant shall comply with all reasonable Facility rules and regulations adopted by City for Nelson-Merry Gym and provided to Tenant, which may be amended from time to time upon written notice.

6.4 Signage. Tenant may install interior office signage within the Premises, and limited exterior or lobby signage as approved in advance by City, consistent with City's design standards and applicable codes.

6.5 Inspection. City may at reasonable times and on reasonable notice to Tenant enter the Premises to inspect it and make any repairs required by Section 3.3.

7. MAINTENANCE, REPAIRS, AND ALTERATIONS

7.1 General Maintenance. Tenant shall keep the interior of the Premises, including floors, interior walls, fixtures, and Tenant's equipment, in a clean and orderly condition, and shall be responsible for minor interior repairs and janitorial services within the Premises.

7.2 Damage by Tenant. Tenant shall repair, or reimburse City for the cost of repairing, any damage to the Premises, Common Areas, or Facility caused by Tenant or its officers, employees, volunteers, guests, or invitees, beyond ordinary wear and tear.

7.3 Condition and Acceptance of Premises. Following Tenant's inspection of the Premises, Tenant acknowledges and agrees that, except as expressly set forth in this Agreement, Tenant accepts possession of the Premises in its existing **"AS IS, WHERE IS, WITH ALL FAULTS"** condition as of the Commencement Date. Tenant confirms that it has had a reasonable opportunity to inspect the Premises and has independently determined that the Premises are suitable for Tenant's intended use. City shall have no obligation to make repairs, alterations, improvements, or buildouts unless expressly stated in this Agreement.

7.4 Alterations and Improvements. Tenant shall not make any structural alterations or additions to the Premises without City's prior written consent. Any approved improvements shall be performed in a good and workmanlike manner, in compliance with all applicable codes and permitting requirements, and shall become City's property upon installation unless otherwise agreed in writing.

8. FURNITURE, FIXTURES, AND EQUIPMENT

8.1 Tenant's Property. All furniture, fixtures, equipment, and supplies purchased or owned by Tenant and placed in the Premises shall remain Tenant's property and may be removed by Tenant upon termination of this Agreement, provided Tenant repairs any damage caused by such removal.

8.2 City's Property. Any furniture or equipment provided by City for Tenant's use shall remain City's property, and Tenant shall exercise reasonable care in its use and shall not remove such items from the Premises without City's consent.

9. DEFAULT AND REMEDIES

9.1 Tenant Default. Any of the following shall constitute a default by Tenant: (a) failure to pay rent or other sums when due and such failure continues for 30 days after written notice; (b) failure to maintain required insurance; (c) material violation of Facility rules or applicable law; or (d) material breach of any other term of this Agreement not cured within 30 days after written notice.

9.2 City Remedies. Upon Tenant's default, City may, subject to applicable law, exercise one or more of the following remedies: (a) terminate this Agreement and re-enter and take possession of the Premises; (b) pursue any other remedy available at law or in equity; and/or (c) recover unpaid rent, damages, and reasonable attorneys' fees to the extent permitted by Tennessee law.

9.3 City Default; Tenant's Remedies. If City materially breaches this Agreement and fails to cure such breach within 30 days after written notice from Tenant, Tenant may pursue the remedies available at law or in equity, subject to City's governmental immunities and statutory limitations.

10. TERMINATION

10.1 Termination for Convenience. Either party may terminate this Agreement for convenience upon not less than thirty (30) days' prior written notice to the other party.

10.2 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party commits a material breach which, by its nature, cannot be cured, or fails to cure a material breach within the applicable cure period specified herein.

10.3 Surrender of Premises. Upon termination or expiration of this Agreement, Tenant shall vacate the Premises, remove Tenant's personal property, and return the Premises to City in substantially the same condition as at the Commencement Date, reasonable wear and tear excepted.

11. GOVERNING LAW; DISPUTE RESOLUTION

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

11.2 Venue. Any legal action arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction located in Jefferson County, Tennessee, subject to applicable laws governing claims against municipalities.

11.3 Alternative Dispute Resolution. The parties may, by mutual agreement, submit any dispute to mediation or other alternative dispute resolution process before initiating litigation, but nothing herein shall require City to submit to binding arbitration.

12. NOTICES

12.1 Form of Notice. All notices, requests, and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail (return receipt requested), or sent by nationally recognized overnight courier to the addresses below or such other address as a party may designate by written notice.

To City:

City of Jefferson City, Tennessee
Attn: City Manager's Office
P.O. Box 530
Jefferson City, TN 37760

To Tenant:

The Springwell Foundation
Attn: Eva Larrieu
P.O. Box 563
Jefferson City, TN 37760-0563

13. MISCELLANEOUS

13.1 Entire Agreement. This Agreement, together with any attached exhibits, constitutes the entire agreement between the parties concerning the Premises and supersedes all prior discussions or agreements, whether written or oral, relating to the subject matter.

13.2 Amendments. This Agreement may be amended only by a written instrument executed by both parties.

13.3 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of City and Tenant and does not create any rights in any third party.

13.4 Independent Relationship. The parties acknowledge that Tenant is an independent nonprofit organization and that nothing herein creates a partnership, joint venture, or agency relationship between City and Tenant.

13.5 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13.6 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted by electronic means shall be deemed original signatures to the fullest extent permitted by Tennessee law.

13.7 No waiver. The failure of City or Tenant to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that City or Tenant may have and shall not be deemed a waiver of any subsequent breach of such terms or conditions.

14. EXECUTION

IN WITNESS WHEREOF, the parties have executed this Facilities Use and Lease Agreement as of the day and year first above written.

APPROVED AS TO FORM

Signature: _____
Name: Robert Burts
Title: City Attorney
Date: XX/XX/2026

CITY OF JEFFERSON CITY, TENNESSEE

Signature: _____
Name: Mitch Cain
Title: Mayor
Date: XX/XX/2026

THE SPRINGWELL FOUNDATION

Signature: _____
Name: Eva Larrieu
Title: Executive Director
Date: XX/XX/2026

EXHIBIT A

Springwell Foundation requests leasing the office space located within the highlighted section below. Space encompasses approximately 2,000 square feet.

