

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT FOR THE USE OF SPACE AT THE LYNN VIEW COMMUNITY CENTER BY KINGSPORT MODEL TRAINS PROJECT, INC. AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, previously the Kingsport Model Trains Project operated as a function of Engage Kingsport out of space at the Lynn View Community Center; and

WHEREAS, the Kingsport Model Trains Project, Inc., has established itself as a standalone non-profit organization that desires to lease space within the Lynn View Community Center; and

WHEREAS, the lease will be for 12 months and the lease amount is \$70.00 per year.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That a Lease Agreement between the City of Kingsport and Kingsport Model Trains Project for space located at the Lynn View Community Center, is approved.

SECTION II. That the mayor or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Lease Agreement between the City of Kingsport and Kingsport Model Trains Project for space located at the Lynn View Community Center, Tennessee, to deliver the Agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**LYNN VIEW COMMUNITY CENTER
LEASE AGREEMENT**

THIS LEASE, made and entered into as of this ____ day of _____, 2023, by and between the City of Kingsport, a municipal corporation (herein called "Landlord"), and Kingsport Model Trains Project, Inc., a 501(c)(3) public charity not for profit corporation chartered under the laws of the state of Tennessee (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. Premises. Landlord does hereby lease to Tenant and Tenant leases from Landlord seven classroom spaces on the third floor of the building known as the Lynn View Community Center. Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2. Term. The term of this Lease shall be until August 30, 2024, and shall commence to run on the date of this Lease. However, this Lease may be terminated with or without cause by either party by giving one hundred twenty (120) days written notice to the other party.

3. Use. Tenant shall use the Premises for purposes of holding meetings, operating, and displaying model trains. Tenant shall not use or permit the Premises to be used for any other

purpose without the prior written consent of Landlord. Tenant agrees that Landlord may remove any of Landlord's furnishings from the Premises while Premises are not occupied by Tenant.

4. Rent. Tenant agrees to pay to Landlord as Rent, without notice or demand, the amount of SEVENTY DOLLARS (\$70.00) in advance of occupancy.

5. Uses Prohibited. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Lynn View Community Center or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose. Nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit, or allow to be committed, any waste in or upon the Premises.

6. Compliance with Law. Tenant shall not use the Premises or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations, or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

7. Alterations and Additions. Tenant shall not make or allow to be made any alterations, additions, or improvements to or of the Premises or any part except movable furniture and trade fixture.

8. Repairs. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition, and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

Notwithstanding the provisions of this section hereinabove, Landlord shall repair and maintain the exterior walls and roof of the building of which the Premises are a part, unless the necessity for such maintenance and repairs is caused in part or in whole by the act, neglect, fault or omission of the Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

9. Liens. Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant.

10. Assignment and Subletting. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof.

11. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby

waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of Commercial General Liability Insurance issued on an Insurance Services Office (ISO) Special Coverage Form or its equivalent for bodily injury, property damage, and contractual coverages in the amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in a general aggregate. The policy shall have no sublimits and sufficient fire legal liability limit to reimburse for any fire damage to Tenant's or other leased and unleased spaces. Proceeds from any insurer shall first be applied to the repair or restoration of the building, leased premises, and satisfaction of this lease before payment is made to benefit the Tenant.

All policies shall be from insurers that have a Certificate of Authority issued by or are otherwise eligible to operate in the State of Tennessee. Each insurer shall have a rating of A or better by AM Best or its equivalent as determined by the City. A Certificate of Insurance is required upon execution of the lease and shall include the following language: "The City of Kingsport, Tennessee, its governing body, elected officials, officers, volunteers, agents, and employees as additional insureds for the full limits of all policies listed herein or otherwise applicable on a primary and noncontributory basis." And, "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder." Tenant's insurance policies shall include appropriate clauses waiving all rights of subrogation against Landlord with respect to losses payable under such policies.

13. Rules and Regulations. Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

14. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

15. Entry by Landlord. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

16. Parking and Common Areas. All parking and common areas and other common facilities made available by Landlord in or about the Lynn View Community Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above.

[Acknowledgements Deleted for Inclusion in This Resolution]

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION IV. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of August, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY