

STATE OF ALABAMA
COUNTY OF MADISON

ONE-YEAR LEASE AGREEMENT

THIS ONE-YEAR LEASE AGREEMENT is made effective as of January 31, 2025, by and between the City of Madison, Alabama (herein "Lessor") and Daniel Baskin, Micah Hardyman, and Isaiah Hardyman (herein "Lessees") for the use of property located at 28720 Huntsville Browns Ferry Road, Madison, Alabama 35756 (the "Property"). The terms and conditions of this lease are as follows:

1. **TERM:** This is a one-year Lease effective February 1, 2025, and ending January 31, 2026. The Lease may not be renewed for any additional terms without the written consent of the City.
2. **RENT:** Lessees agree to pay Lessor as rent the sum of **\$1,500.00** DOLLARS per month payable in advance of the first day of each month. If any payment has not been paid for more than seven (7) days past the first day of each month Lessees agree to pay a late fee of five (5) percent of the rent.
3. **USE OF PREMISES:** Lessees shall fully and promptly comply with the valid requirements of public authorities regarding the manner of the conduct of Lessees' possession of the Property. Lessee agrees to use the Property only for residential purposes, with any change in use to be approved in advance and in writing by Lessor. Lessees shall not possess, store, or use any hazardous materials on the property, including but not limited to, gasoline, fireworks, and other highly flammable or explosive materials. Lessees agree not to engage in any illegal activities on the property.

4. **CARE OF PREMISES:** Lessees shall not permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed in or about said premises which shall cause, or be likely to cause, injury or damage to any person or to said premises or to the building. Lessees agree to permit no waste of the property but to take good care of same and upon termination of this Lease, to surrender possession of same without notice, in as good condition as at the commencement of the initial term, reasonable wear and tear expected.

5. **RESPONSIBILITY FOR DAMAGES:** Lessees agree that any substantial damage to the property caused during the Lessees' occupancy of the Property shall be the responsibility of the Lessees. The parties acknowledge that ordinary wear and tear is expected to the property; however, the Lessor shall decide in its sole discretion what constitutes substantial damage pursuant to this Agreement. Lessor shall not be liable for any loss of any property of the Lessees from said premises or for any damage to any property of the Lessees, however occurring, except only such damage in the latter instance as may result directly from the failure of the Lessor to perform an act required of it under the terms of this agreement. Lessor shall not be liable for any damage caused by, or growing out of leaks in roof, or any defect in said building, or in said premises, or caused by, or growing out of fire, rain, wind or other causes.

6. **ENTRY BY LESSOR:** Lessor, its agents and representatives at all reasonable times, may enter said premises for the purpose of (1) inspection thereof, (2) making repairs, replacements, alterations, or additions to said premises or building, (3) exhibiting the premises to prospective tenants, purchasers, or other persons, and (4) to decorate, remodel, alter or otherwise prepare the premises for re-occupancy, and any such entry by or on behalf of the Lessor shall not be or constitute an eviction, partial eviction, or deprivation of any right of Lessees, and shall not alter the obligation of Lessees hereunder or create any right in Lessee adverse to the interest of Lessor.

7. **UTILITIES AND SERVICE:** Lessor shall pay, when due, all bills for gas, water, electricity, and other utilities used on the premises.
8. **RENTAL INSURANCE & INDEMNIFICATION:** Lessees shall purchase and maintain a renters insurance policy with minimum coverage of one hundred thousand dollars (\$100,000) for general liability per occurrence and shall maintain such coverage throughout the term of this Lease. Lessees shall have Lessor named as an additional insured by applicable endorsement and shall provide a certificate of insurance to the Lessor within ten (10) business days of commencement of this Lease. Said policy shall include a waiver of subrogation clause in favor of the Lessor, meaning that the insurance company cannot seek recovery from the Lessor for any claims paid under the policy. Lessees agree to indemnify and hold the Lessor harmless against all losses, damages, liabilities, claims, and expenses (including attorneys' fees) incurred by the Lessor arising out of or related to the Lessees' use or occupancy of the Property. This indemnification shall survive the termination of this Agreement.
9. **ASSIGNMENT OR SUBLETTING:** Lessees shall not have the right to assign this Lease or sublet all or any part of the Property without first obtaining the written consent of Lessor to said assigning or subletting.
10. **END OF LEASE.** If this Lease is not renewed or extended by mutual written agreement of the parties, the lease will automatically terminate at 11:59 AM on the last day of the Term. Lessees agree to vacate and surrender possession of the premises to the Lessor no later than 11:59 AM on the end date. Failure to vacate the Property by the end of the Term may result in the Lessees being deemed a holdover tenant, subject to additional rent and legal consequences, as permitted by Governing Law. Lessees are required to remove all personal belongings, leave the Property in good condition, and return all keys and access devices to the Lessor upon vacating.

11. **DEFAULT.** In the event that Lessees violate a term of this Lease and fail to cure said violation within ten (10) days' notice from Lessor or Lessees fail to pay the one-month installments of rent for a period of more than ten (10) days after same shall become due, the parties acknowledge such violation or failure to pay the rent shall be grounds for immediate eviction and termination of this lease. Upon termination, Lessees shall vacate the Property as specified in Section 10 of this Lease.

12. **TERMINATION.** This Lease may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party. In the event of termination, rent shall be prorated for the month that Lessees are to vacate the Property based on the end date specified in the notice. Upon termination, Lessees shall vacate the Property as specified in Section 10 of this Lease.

13. **DISPUTE RESOLUTION.** Should a dispute arise from this agreement, the Parties agree to attempt an amicable resolution through negotiation and/or mediation at the sole option of Lessor. If unresolved, disputes shall be settled by litigation in the courts of Limestone County, Alabama. Lessor may recover reasonable costs and attorneys' fees. This Agreement is governed by laws of the State of Alabama.

14. **ADDRESS OF LESSOR:** The rent installments due hereunder shall be paid at and all other notices required to be given Lessor hereunder, shall be made payable to the City of Madison, Alabama and sent care of Lisa D. Thomas, City Clerk-Treasurer, 100 Hughes Road, Madison, Alabama 35758, or to such other address as Lessor may direct by written notice forwarded to the Lessees by mail.

IN WITNESS WHEREOF, the parties sign and agree to the terms of this ONE-YEAR LEASE AGREEMENT this _____ day of January 2025.

Daniel Baskin, Lessee No. 1

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **DANIEL BASKIN**, Lessee No. 1, who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily and of his own free will.

Given under my hand and official seal this _____ day of January 2025.

Notary Public

Micah Hardyman, Lessee No. 2

STATE OF ALABAMA §
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COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **MICAH HARDYMAN**, Lessee No. 2, who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily and of his own free will.

Given under my hand and official seal this _____ day of January 2025.

Notary Public

Isaiah Hardyman, Lessee No. 3

STATE OF ALABAMA §
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COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **ISAIAH HARDYMAN**, Lessee No. 3, who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily and of his own free will.

Given under my hand and official seal this _____ day of January 2025.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

BY: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
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COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2025

Notary Public