

STATE OF ALABAMA
COUNTY OF MADISON

ONE YEAR LEASE AGREEMENT

THIS ONE YEAR LEASE AGREEMENT is made effective as of January 31, 2024, by and between the City of Madison, Alabama (herein "Lessor") and Daniel Baskin, Micah Hardyman, Isaiah Hardyman (herein "Lessees") for the use of property located at 28720 Browns Ferry Road, Madison Alabama 35756. The terms and conditions of this lease are as follows:

1. **TERM:** This is a one-year lease effective February 1, 2024, and ending January 31, 2025. 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 the tenant agrees to pay a late fee of five (5) percent of the rent.
3. **USE OF PREMISES:** Lessee shall fully and promptly comply with the valid requirements of public authorities regarding the manner of the conduct of Lessees' business or profession on the leased premises. Lessee agrees to use the leased premises for the following purposes: Residential Purposes and any change in use must be approved in advance and in writing by Lessor.
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 term, or as they may be put in during the term, as reasonable use and wear thereof will permit.

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 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 power used on the premises.

8. **ASSIGNMENT OR SUBLETTING:** Lessees shall not have the right to assign this Lease or sublet all or any part of the premises without first obtaining the written consent of Lessor to said assigning or subletting.
9. **DEFAULT.** In the event Lessees fail to pay the one-month installments of rent reserved hereunder, for a period of more than ten (10) days after same shall become due and the parties acknowledge such failure to pay the rent shall be grounds for eviction.
10. **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 2024.

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 2024.

 Notary Public

Micah Hardyman, Lessee No. 2

STATE OF ALABAMA §
 §
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 2024.

Notary Public

Isaiah Hardyman, Lessee No. 3

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **ISIAAH 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 2024.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

BY: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
 §
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 _____, 2024

Notary Public