

LEASE AGREEMENT

This Lease is made and entered into this ____ day of _____, 2014 by and between the Town of Petersburg Tennessee, a political subdivision of the State of Tennessee, herein called "Town", and _____, a Tennessee nonprofit corporation, herein called "Lessee."

Whereas, the Town owns a facility commonly known as the _____ ("Premises"); and

Whereas, Lessee is non-profit agency with a record of providing services and programming to seniors at this facility; and

Whereas, it is in the Town's and public's interest for Lessee to be allowed to continue to use _____ and provide services for seniors in the facility in the future; and

NOW THEREFORE, in consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. PREMISES. The Town of Petersburg hereby leases to Lessee, upon the following terms and conditions, the improvement known as the _____, located at _____, hereinafter the "Premises."

2. TERM. The term of this Lease shall be ____ years, and shall begin on the ____ day of _____ 2014, and end on the ____ day of _____ 20___. The Parties may agree to extend the Lease Term in accordance with Section 5.

3. RENT. The Lessee shall pay to City a total annual rent of \$1.00.

4. USE. Lessee shall use said premises for the following purposes and no others without prior written consent of the City:

Lessee will offer a full range of senior citizen services, including, but _____ not _____ limited _____ to,

_____. To the extent feasible and practicable, Lessee shall endeavor to provide to make the facility available to other groups and members of the public.

No other uses, activities or operations shall be conducted by the Lessee from the leased Premises without first obtaining the prior written consent of City.

Lessee shall keep the Premises open and use the entire Premises regularly and

in a businesslike and responsible manner during the entire term of this Lease, with the exception of temporary closures for such period as may be reasonably necessary for repairs or redecoration or for reasons beyond the Lessee's control.

5. LEASE EXTENSION. This lease may be renewed for additional term of ___ years upon the mutual consent of both parties. Written notice of intent to renew must be given by the Lessee to the Town at least ninety (90) days prior to the expiration date of this Agreement. If agreement on renewal or on the terms of renewal cannot be reached prior to the termination date of this lease, then this lease will terminate according to its terms. Any renewal of this lease may be in an addendum form at the option of the Town.
6. INSURANCE. The Town agrees to carry fire and extended coverage insurance on the facility, or to self-insure the building, in its own discretion. In the case of loss, the decision to repair, replace, or demolish rests solely with the Town.
7. LIABILITY. Lessee agrees to hold the Town harmless for any bodily injury or property damage done by the Lessee or its invitees on the premises during the period of this lease.
8. INDEMNIFICATION. Lessee agrees for itself, its successors and assigns, to defend, indemnify, and hold harmless the Town, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense, which is caused by, arises out of, or is incidental to Lessee's breach or violation of the terms of this agreement.
9. GENERAL TERMS AND CONDITIONS. Attached hereto as Exhibit B and incorporated herein by reference are the General Terms and Conditions. In the event of any conflict or inconsistency between the terms of this Lease and the Town of Petersburg General Terms and Conditions, the terms of this Lease shall control.
10. ENTIRE AGREEMENT - AMENDMENTS. This printed Lease together with the attached General Terms and Conditions, all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. Except as otherwise provided herein, no modification or amendment of this Lease shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
11. NOTICES. Required notices except legal notices shall be given in writing to the following respective address:

To Town of Petersburg Tennessee:

To Lessee:

IN WITNESS WHEREOF, the parties hereto have subscribed their names as
of the _____ day of _____, 2014.

LESSEE:

LESSOR:

Town of Petersburg, Tennessee

BY: _____

BY: _____

DATE: _____

DATE: _____

EXHIBIT B

TOWN OF PETERSBURG TENNESSEE
GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH ALL LAWS AND REGULATIONS. In using the Premises, Lessee will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction.
2. UTILITIES. The Town shall timely pay for all costs, expenses, fees, services, and charges of all kinds for heat, light, water, gas, and telephone, and for all other utilities used on said Premises.
3. IMPROVEMENTS AND ALTERATIONS.
 - A. Lessee shall make no alterations or improvements to or upon the Premises, or install any fixtures (other than trade fixtures which can be removed without injury to the Premises) without first obtaining written approval from Town.
 - B. Unless otherwise stipulated, all improvements or alterations erected or made on the Premises shall, upon expiration of this Lease, belong to Town County without compensation to the Lessee.
4. CONDITION OF PREMISES. THE LESSEE HAS INSPECTED AND KNOWS THE CONDITION OF THE PREMISES AND IT IS UNDERSTOOD AND AGREED THAT THE PREMISES ARE LEASED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS WITHOUT ANY OBLIGATION ON THE PART OF TOWN TO MAKE ANY CHANGES, IMPROVEMENTS, OR TO INCUR ANY EXPENSES WHATSOEVER FOR THE MAINTENANCE OR REPAIR OF THE PREMISES.
5. CONSTRUCTION DEFECTS. The Town shall not be liable to the Lessee for claims or damages arising from any defect in the construction of or the present condition of the Premises, whether known or unknown, or for damage by storm, rain, or leakage or any other occurrence.
6. MAINTENANCE. Town shall throughout the term of this Lease without cost or expense to Lessee, keep and maintain the leased Premises in a neat, clean, safe and sanitary condition and shall at all times preserve the Premises in good and safe repair.
7. SIGNS. No sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed by Lessee on any part of the outside of the Premises without the prior written consent of Town.
8. ASSIGNMENT OR SUBLEASE. Lessee shall not assign or transfer this Lease or any

interest therein, nor sublet the whole or any part of the Premises, nor grant an option for assignment, transfer or sublease for the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law, or by any process or proceeding of any court or otherwise.

9. RIGHT OF ENTRY - At all times during normal business hours, free access to the premises will be given to representatives of the Town for purposes of inspecting the property.