**LEASE**

This LEASE, made and entered into by and between OHIO COUNTY FISCAL COURT by and through its Judge Executive, with a mailing address being 130 E. Washington Street, Hartford, Kentucky 42347 (hereinafter referred to as “Landlord”) and OHIO COUNTY CHILD SUPPORT OFFICE, with a mailing address being 130 E. Washington Street, Suite 105, Hartford, Kentucky 42347 (hereinafter referred to as “Tenant’).

WHEREAS, the Landlord and Tenant have had a lease for some time under the same terms contained herein; and

WHEREAS, this arrangement was in writing but the parties are unable to locate same and enter into this lease so as to show the terms of agreement (some of the prior year contracts located).

**WITNESSETH:**

NOW THEREFORE, in consideration of the premises and the covenants and conditions herein contained, Landlord and Tenant agree as follows:

(A) LEASE

Landlord hereby leases to Tenant that certain portion of a building consisting of approximately 1,543 square feet (Suite 105), on real estate which Landlord owns and which is located in Ohio County, Kentucky, and more particularly known as the Ohio County Community Center, 130 E. Washington Street, Hartford, Ohio County, Kentucky, including the common use of the parking area adjacent to the building of Landlord for automobiles of Tenant, its customers and other lessees in said building.

(B) TERM

The term of this lease shall be for a period of three (3) years beginning on January 1, 2023 and ending on December 31, 2025.

(C) FIXED RENT

Tenant shall pay as rent for the premises, during the entire term of this Lease, the following fixed minimum annual rental:

From January 1, 2023 to December 31, 2025, the sum of Four Hundred Ten Dollars and Sixty-Four Cents ($410.64) per month payable on the first day of each month beginning January 1, 2023.

(D) RENEWAL TERM

The terms of this lease will automatically renew each year until same terminated at least ninety (90) days prior to the expiration of any term.

(E) USE

The premises shall be used for providing child support services and such other lawful purposes as are properly connected with the business of Tenant.

(F) ASSIGNMENT AND SUBLETTING

The premises shall not be underlet/sublet, or the term, in whole or in part, assigned, transferred, or set over by the act of Tenant, by process or operation of law, or in any other manner whatsoever, without the prior written consent of Landlord, which consent may be withheld for any reason by Landlord.

(G) NO HAZARDOUS MATERIALS

Tenant will not bring on the premises any explosives or articles deemed extra-hazardous on account of fire; or use or allow to be used on the said premises any oil, burning fluids, kerosene, or camphor for heating or warming purposes, or anything except incandescent electric lights for illuminating purposes, and that it will not use or permit to be used on the premises anything that will invalidate any policies of insurance which may now or hereafter be carried on said premises or said building, or that will increase the rate of insurance thereon.

(H) NO SIGNS

Tenant shall not paint, affix, erect, or hang any signs on the leased premises except such as shall have been approved in writing by Landlord, through its Judge Executive, whose approval may be withheld for any reason.

(I) CASUALTY

In the event the leased premises or any part thereof are damaged by fire casualty or the elements, Tenant agrees to give immediate notice thereof to Landlord.

If only part of the said premises shall be damaged, but not so as to render them totally untenantable, the rent shall abate proportionately. If the damage shall be so extensive as to render the entire premises wholly untenantable, the rent shall wholly cease from the time of such damage or destruction until the premises are restored to the condition which they were prior to such damage or destruction. If, however, the building or leased premises shall be totally destroyed or the damage shall be so great that with the exercise of reasonable care and diligence, the premises cannot be restored to their prior condition within ninety (90) days after such damage or destruction, Landlord shall, within a reasonable time, so notify Tenant, who shall have the option, for a period of ten (10) days after said notice, of canceling and terminating this lease.

(J) DEFAULT

Tenant agrees that if the rent reserved by this lease, or any part thereof, shall be unpaid for thirty (30) days after the same is due, or if Tenant shall fail to keep and perform any of the other covenants, conditions, provisions, and agreements herein contained to be kept and performed by Tenant, and said default shall continue for 30 days after notice thereof has been given Tenant by Landlord, or if a petition in bankruptcy be filed by or against Tenant, or if Tenant shall be adjudged bankrupt or insolvent by any court, or if Tenant shall make an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy of Tenant shall be appointed in any suit or proceeding brought by or against Tenant, or if the leasehold interest of Tenant shall be levied upon under any execution which is not removed, Landlord may, at its option, terminate this lease, Tenant agreeing that the covenants and agreements made by Tenant herein shall be deemed conditions as well as covenants.

(K) HOLDOVER

Tenant hereby agrees to pay to Landlord rent in the same amount of the initial term for any holdover tenancy and same shall renew for one year period of time unless notice is given for renewal as noted above.

(L) NO WAIVER

The failure of Landlord or Tenant to insist upon a strict performance of any of the covenants or conditions of this lease by Landlord or Tenant, or to declare a forfeiture for any violations thereof, or to exercise any option conferred on it hereunder, shall not be construed as a waiver or relinquishment for the future of its right to insist upon a strict compliance by Tenant with all the covenants, agreements, and conditions thereof, or its right to exercise said options, or to declare a forfeiture for the violation of such condition or agreement, if the violation be continued or repeated.

(M) NON-ASSIGNMENT; BINDING EFFECT

Subject to the rider attached hereto, Tenant shall not assign the aforesaid lease, or any provisions thereof, without the written consent of Landlord. This lease shall bind and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

IN TESTIMONY WHEREOF, Landlord and Tenant, either in person or through their officers who have been duly authorized to take such action by

LANDLORD: TENANT

OHIO COUNTY FISCAL COURT OHIO COUNTY CHILD SUPPORT

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DAVID JOHNSTON JOAN EMBRY

OHIO COUNTY JUDGE EXECUTIVE