

CITY OF FORT THOMAS – FORT THOMAS BOARD OF EDUCATION

**LEASE AGREEMENT FOR IMPROVEMENT AND USE OF
TENNIS COURTS
AT
TOWER PARK**

This Lease Agreement is made and entered into by and between the City of Fort Thomas, Campbell County, Kentucky, a municipal corporation; hereinafter referred to as “City”, and the Fort Thomas Independent School District of Fort Thomas, Kentucky, hereinafter referred to as “Board”.

WHEREAS, the City and Board have in the past worked together cooperatively in an effort to share facilities and otherwise meet the needs of the City and the Board; and

WHEREAS, the Highlands High School tennis program has presented a proposal to the City that would accommodate their needs and desire to use said improvements to accommodate the Highlands High School tennis program; and

WHEREAS, the Board has agreed to assist the Highlands High School tennis program in their goal of having adequate facilities for practices and matches;

NOW, THEREFORE, the City and the Board agree to the following terms and conditions contained within this Lease Agreement, including:

1. The City will continue to control and coordinate the scheduled use of the tennis courts for any and all activities, recognizing a priority status for use of the Highland High School tennis team during its tennis season as defined/acknowledged by the city in advance of their season. However, it is understood by the parties that the City reserves the right, at any time during the tennis season, to schedule the use of the facility in the event of extenuating circumstances or other unforeseen conditions. Additionally, the City reserves the right to approve or disapprove the use of the tennis courts for all post-season tournament matches. Both parties acknowledge the importance of advanced planning and coordination for all matches in an effort to minimize the impact of parking and traffic upon other users of Tower Park.
2. The City’s Recreation Director and the Board’s Athletic Director shall meet at least annually for the purpose of coordinating program scheduling as it relates to the use of the Tennis Courts at Tower Park.
3. The City will be responsible for ordinary and normal maintenance and repair of the tennis complex including the surface, lighting, fencing and other amenities. The Board will maintain responsibility for setup/cleanup for all use by the tennis team on each occasion.
4. It is hereby acknowledged there are periodic upgrades necessary and that extending use to the Highlands High School tennis teams accelerates the required maintenance of the

surface. Additionally, the restricted use for the Highlands High School teams limits some access of the courts for public use; therefore,

5. In consideration of right of use under the terms of this lease agreement, the Board will provide annual lease payments to the city in the amount of \$2,000.00.
6. This Lease Agreement shall be for a period of one (1) year beginning on the date of execution of this Agreement. This Lease shall automatically renew annually for five (5) successive years unless the Board gives ninety (90) days notice of its intent to cancel the same. Annual lease payments shall be due and payable on January 1st of each year beginning on January 1, 2021
7. The City shall prepare and mail an invoice for said lease payment not less than 30 days prior to the due date. The Board shall remit the lease payment not less than thirty (30) days after the due date.
8. The Board shall assume all liability for injury to persons or property by reason of its use of the leased property at times the leased property is being used for any purpose relating to or by the Highlands High School tennis program. The Board shall name the City as additional insured for said purpose.
9. This Lease Agreement is not assignable.
10. This Lease Agreement supersedes any and all previous agreements, whether verbal or written, in conflict herewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands at the City of Fort Thomas, Kentucky, by Eric Haas, its Mayor, being duly authorized by the action adopted by the Board of Council of said City, and the Board of Education of Fort Thomas, Kentucky, by Ann Meyer, Board Chair, thereunto duly authorized by the Action of said Board of Education.

CITY OF FORT THOMAS, KENTUCKY

Witness:

Eric Haas, Mayor

Date

Melissa Beckett, City Clerk

Date

FORT THOMAS BOARD OF EDUCATION

Witness:

Ann Meyer, Board Chair

Date

Date