

LEASE AGREEMENT

This lease is made and entered into as of _____, 2016 (hereafter "Lease"), by and between the **CITY OF FLORENCE, KENTUCKY** (hereafter "Landlord") and the **BOONE COUNTY BOARD OF EDUCATION** (hereafter "Tenant").

WITNESSETH

The parties hereto agree that this Lease sets forth all agreements, covenants and conditions, expressed or implied, between the parties and supersedes any prior oral or written agreements between the parties with respect to the premises hereinafter described.

- 1. Leased Premises:** Landlord leases to Tenant and Tenant leases from Landlord, on the terms and conditions set forth in this Lease, the following facility (hereinafter referred to as the "Leased Premises") located at 269 Main Street, Florence, KY 41042.
- 2. Term and Commencement:** Lease shall be effective on the date Tenant receives a fully executed original of this Lease and all documents (including but not limited to the attached exhibits) required to be delivered to Tenant through execution of this Lease (hereinafter "Execution Date").

The initial term of this Lease shall be for one (1) year and shall expire on the last day of the month one (1) year from the Commencement Date of the Lease. The Lease may be extended by the parties for successive one (1) year Lease terms thereafter. Tenant shall notify the Landlord ninety (90) days prior to the then Lease term of its' intention to either extend the Lease or terminate the Lease at the conclusion of the term. Landlord shall notify the Tenant ninety (90) days prior to the then Lease term of its' decision to not extend the Lease for a successive term.

- 3. Rent:** Tenant agrees to pay Landlord throughout the term rent payable in advance in monthly installments, on the first day of each calendar month beginning with the Commencement Date at a rate of **\$525.00 per month**.

All payments of rent and other sums payable to the Landlord shall be made payable to **the City of Florence, Attn: Finance Department, 8100 Ewing Boulevard, Florence, KY 41042**.

- 4. Title and Quiet Possession:** Landlord represents that it has fee simple title to the Leased Premises and has full right and lawful authority to enter into this Lease; that the premises are free and clear of from liens, restrictions, leases, encroachments, conditions, reservations, easements and encumbrances, except as designated herein; and that there are no laws, ordinances, government rules or regulations or title restrictions, or zoning matters (except as outlined in paragraph 5 below) which will restrict, limit, or prevent Tenant's use of the Lease Premises for the purpose set forth herein. So long as the Tenant is not in monetary default, Tenant shall have quiet and peaceful possession and enjoyment of the Leased Premises and of all easements, rights and appurtenances thereunto.

- 5. Repairs and Maintenance:** Tenant shall make any and all repairs, alterations, and improvements necessary to maintain the Leased Premise in good order and repair at Tenant's expense. Provided however, prior to making such improvements, Tenant shall obtain the written approval from the Landlord for any proposed improvements. Landlord shall not unreasonably withhold its approval. The Leased Premise is located within the Main Street Zoning District which was designed to preserve and protect the character of the area. Exterior building improvements designed to alter or expand a building must follow the Main Street Zoning District design review guidelines. Main Street design review guidelines do not apply to interior alterations/improvements to existing buildings.

Tenant shall, at its own expense, provide janitorial services to the Leased Premise maintaining cleanliness throughout the building.

- 6. Mechanic's Liens:** Tenant shall not have the power to subject the interest of the Landlord in the Leased Premise to any Mechanic's or Materialmen's Lien or lien of any kind. If such lien or claim is filed, it shall be the duty of the Tenant, within thirty (30) days after the filing of such lien to cause the Leased Premises to be released from such claim, either by payment or by posting of bond or otherwise causing the lien to be released.

- 7. Insurance:** Upon execution of this Lease Tenant shall cause to be written and kept in force during the term of the Lease, a Tenant Liability Policy insuring Tenant against any and all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the Leased Premise in the amount of \$1,000,000 per occurrence. Tenant shall also cause to be written and kept in force during the term of the Lease contents insurance sufficient to cover the value of Tenants contents at the Leased Premise. All such policies obtained by Tenant shall name the Landlord as Additional Insured and a copy of the Certificate of Insurance shall be delivered by the Tenant to the Landlord.

Landlord shall keep in force during the term of the Lease, property insurance on the building against all loss or damage caused by fire, explosion, windstorm or other casualty covered by Landlord's insurance in such amounts to cover current replacement value. Upon execution of the Lease, a copy of the Certificate of Insurance shall be delivered by the Landlord to the Tenant.

- 8. Indemnification:** To the extent permitted by law, Tenant shall indemnify and hold harmless Landlord against any and all claims, debts, demands, or obligations which may be made against Landlord arising out of, or in connection with, any alleged act or omission of Landlord or any person claiming under, by or through Tenant; excepting such claims, debts, demands or obligations as may result from the actions or inactions of Landlord, its agents, employees, or elected officials. If it becomes necessary for the Landlord to defend any action seeking to impose any such liability Tenant will pay Landlord all costs of court and reasonable attorney's fees incurred by Landlord in effecting such defense in addition to any other sums which Landlord may be called upon to pay by reason of the entry of a judgment against Landlord in the litigation in which such claim is asserted.

To the extent permitted by law, Landlord will indemnify and hold harmless Tenant against any and all claims, debts, demands or obligations which may be made against the Tenant or against the Tenant's right to possession arising out of or in connection with any alleged act or omission of Landlord, excepting such claims, debts, demands or obligations as may result from the actions or inactions of Tenant, its agents or employees. If it becomes necessary for Tenant to defend any action seeking to impose such liability, Landlord will pay Tenant all costs of court and reasonable attorney fees incurred by Tenant in effecting such defense in addition to any such sums which Tenant may be called upon to pay by reason of the entry of a Judgment against Tenant in the litigation in which such claim is asserted.

9. Use of Premise: Upon execution date of the Lease, Tenant may use the Leased Premise for educational or office purposes.

Tenant shall not dispose of, treat or bring onto and abandon any hazardous substance onto the Leased Premise.

Landlord may make rules regarding the use of the Leased Premise which may change from time to time and Tenant agrees to conform. Rules established by Landlord will be consistent with the Tenants use of the Premise.

10. Damage or Destruction of Premise: In the event the Leased Premise should be damaged by fire, explosion, windstorm, or any other casualty covered by Landlord's insurance to an extent which shall be twenty-five percent (25%) or less of the cost of replacement of the Leased Premise, the damage shall be promptly repaired by Landlord at Landlord's expense, provided that Landlord shall not be obligated to expend for repairs an amount in excess of the insurance proceeds recovered or recoverable as a result of the damage. In the event of such damage, Landlord may elect to terminate the Lease upon giving notice within ninety (90) days after the event causing the damage. In no event shall Landlord be required to repair or replace Tenant's fixtures, furnishings, equipment, or floor coverings.

11. Default and Termination of Lease: If the rent or any part thereof shall be unpaid for a period of ten (10) days after it shall become due or if Tenant fails to keep any other covenants or agreements contained in this Lease, Landlord shall give Tenant written notice of such default and if the default shall not be cured by Tenant within thirty (30) days from the date of notice, Landlord may terminate the lease. Except that, if Tenant has in good faith commenced to rectify the same within thirty (30) days and continues to work toward completion with diligence and continuity then Landlord shall not be entitled to terminate the Lease.

Any rent or part thereof remaining unpaid for a period of more than fifteen (15) days after due shall accrue interest at a rate of one percent (1%) per month or twelve percent (12%) per annum.

All permitted improvements placed on the Leased Premise by Tenant, shall upon termination of the lease, remain with the Premise and shall not be removed by Tenant. Landlord shall not be obligated to compensate Tenant for such improvements.

12. Landlord's Warranty of Title: Landlord warrants that, at the date of the Lease and during the term of the Lease, will continue to have good marketable title to the Leased Premise free, clear and unencumbered.

13. Covenant of Quiet Enjoyment: Landlord covenants and agrees with Tenant that so long as Tenant keeps and performs all the covenants and conditions to be performed by Tenant, Tenant shall have quiet and undisturbed and continued possession of the Leased Premise.

14. Assignment and Subletting: Tenant may not assign all or any part of this lease without the prior written consent of the Landlord.

15. Notices: When either party desires or is required to give notice to the other in connection with this Lease, said notice may be given by personal delivery thereof to the other party or may be given by regular U.S. mail addressed as follows:

For Landlord: City of Florence
8100 Ewing Boulevard
Florence, KY 41042
Attn: Mayor

For Tenant: Boone County Board of Education
8330 U.S. 42
Florence, KY 41042
Attn: Superintendent

The parties may change the place at which notice is to be given by providing written notice to the other party as prescribed in this Section.

16. Entire Agreement: This Lease sets forth the full and complete agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

17. Severability: In the event any portion of this Lease agreement shall be held invalid by any Court of proper jurisdiction, such invalidity shall not affect the validity of any of the other portions or sections of this Lease agreement, as it is the intention of the parties that the Lease agreement shall continue to have effect regardless of any invalidity regarding any section or provision.

18. Counterparts: This Lease agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

19. Modification of Agreement: No amendment or modification of this Lease agreement shall be effective unless evidenced in writing signed by each party or an authorized representative of each party.

20. Section Captions: The captions, headings and titles appearing in this Lease agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraph.

21. Governing Law: It is agreed that this Lease agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be executed by its duly authorized representatives as of the dates adjoining their respective signatures.

LANDLORD

City of Florence, Kentucky

By: _____
Diane E. Whalen, Mayor

Date

TENANT

Boone County Board of Education

By: _____
_____, **Chair**

Date