**LEASE**

This LEASE, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between OHIO COUNTY FISCAL COURT by and through its Judge Executive, David Johnston, of 130 E. Washington Street, Hartford, Kentucky 42347 (hereinafter referred to as “Landlord”) and HOPE FOR LIFE WOMEN’S RESOURCE CENTER, INC., with a mailing address of P. O. Box 436, Beaver Dam, Kentucky 42320 (hereinafter referred to as “Tenant”).

**WITNESSETH:**

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 \_\_\_\_\_\_\_ square feet and being Suite #117, on real estate which Landlord owns and which is located in Ohio County, Kentucky, and more particularly described as 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 and public at large.

(B) TERM

The term of this lease shall be for a period of one (1) year beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, subject however to a month to month tenancy as it relates to termination.

(C) FIXED RENT

The Landlord is not requiring a monthly rent to be paid so long as all covenants and requirements contained herein are abided by Tenant. This lease shall be considered a month to month tenancy.

**The reduced rent is further in consideration of Tenant’s agreement not to charge or invoice any of its clients and that the only charges to same will relate to funds paid by any insurance company and/or state/federal government.**

(D) RENEWAL TERM

This lease shall continue to renew for additional one (1) month period on the same terms and conditions as are contained herein until terminated by either party.

(E) USE

The premises shall be used for the empowerment of families of Ohio County in making life decisions and such other lawful purposes as are properly connected with said business of Tenant.

(F) COMPLIANCE

Tenant covenants and agrees that in the use and occupancy of said premises, it will comply with all valid laws, federal, state, and municipal, and with all lawful requirements of all public authorities. Tenant covenants to comply with the federal, state, and city laws and ordinances in regard to nuisances, insofar as the premises are concerned, and that it will not by any act of its own, or its subtenants (if any), render Landlord liable therefore; that it will make good or pay at the expiration of this lease, or on the vacation of said property, for all glass broken in windows, doors, or damage to property; repair all locks, or keys to the same, if lost, and/or pay for the same at a fair valuation; and to repair/replace any other damages. During the term of this lease, Tenant agrees promptly to remove all trash and debris from the leased premises and shall keep the property free of waste.

(G) 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.

(H) UTILITIES AND SANITATION/CUSTODIAN SERVICES

Tenant shall, during the term hereof, at its own cost and expense, pay all charges for phone and internet services. Tenant shall further be responsible for cleaning/janitorial/ custodial services along with garbage collection at its cost.

(I) 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.

(J) 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.

(K) INSPECTION

Landlord and its agents shall have the right to enter said premises at reasonable hours for the purpose of inspecting same or exhibiting same to prospective purchasers or lessees, or for the purpose of making any needful repairs or alterations to said premises which said Landlord may deem necessary, so long as reasonable notice has been provided to Tenant.

(L) 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 a 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 its 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.

(M) INDEMNIFICATION

Landlord shall not be liable for injury to person or damage occurring in or upon the leased premises, during the term of this lease.

(N) INSURANCE REQUIREMENTS

Tenant agrees to produce a public liability insurance policy with an insurance company acceptable to Landlord and admitted to do business in Kentucky, in an amount indemnifying up to the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS for one claim, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS for more than one claim for injury or damage to any person or persons for injury or damage caused by any accident upon the leased premises, said policy to run for the benefit of, and in the name of, both Tenant and Landlord hereunder, said policy, or a certificate of insurance in form acceptable to Landlord, to be kept in force at Tenant’s expense, by renewal or otherwise, throughout the term of this lease, and to be delivered to Landlord and retained by Landlord in its possession during the term of the lease. Said policy shall also provide for payment of property damage including the interior and door of the leased premises.

(O) ABANDONMENT

In the event Tenant shall vacate or abandon the leased premises for a period of thirty (30) days during the life of this lease, Landlord may, at its option, without terminating this lease, enter said premises, remove Tenant’s signs and effects therefrom, and relet the premises for the account of Tenant for such rent and upon such terms as may be satisfactory to Landlord, without such re-entry working a forfeiture of the rents to be paid or the covenants to be performed by Tenant under the terms hereof. Landlord is authorized, at Tenant’s expense, to make such repairs, alterations, changes, or additions in or to the leased premises as may, in its opinion, be reasonably necessary to relet them advantageously, and, if a sufficient sum of money shall not be realized monthly from such reletting to pay the cost of said repairs, alterations, changes, or additions, and the cost of reletting said premises, and the rent to be paid hereunder by Tenant, then Tenant agrees to pay and satisfy the deficiency each month upon demand therefore.

(P) DEFAULT

Tenant agrees that 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 thirty (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.

(Q) RETURN OF PREMISES

Tenant agrees immediately upon termination of this lease by Landlord, for any of the causes specified herein, or upon the expiration of said lease by lapse of time, to remove all effects belonging to Tenant from the premises, and to vacate and surrender possession of said premises in the same condition as when received (ordinary wear and tear excepted).

(R) HOLDOVER

Tenant hereby agrees to pay to Landlord, as liquidated damages for all the time Tenant shall retain possession of the premises after the expiration or termination of this lease, by lapse of time or otherwise, a sum equal to one and a half the amount of rent that would be due for such a period at the rate specified herein. This provision shall not operate as a waiver by Landlord of any right of re-entry hereinabove provided.

(S) NO WAIVER

The failure of Landlord to insist upon a strict performance of any of the covenants or conditions of this lease by 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.

(T) NO ALTERATIONS

Tenant will not permit or make any alterations of or upon any part of the leased premises except with the written consent of Landlord obtained prior thereto whose consent shall not be unreasonably withheld. All alterations and additions to the premises shall remain for the benefit of Landlord unless, otherwise provided in the written consent. Tenant farther agrees, in the event of such alterations and in the making thereof, as herein provided, to indemnify and save Landlord harmless from all expense, liens, claims, or damages to either persons or property or the leased premises arising out of or resulting from the undertaking or making said alterations or additions.

(U) NOTICES

All notices to be given by Landlord to Tenant in pursuance of the terms of this lease, or otherwise, shall be deemed to be fully given if sent by registered mail addressed to Tenant at HOPE FOR LIFE WOMEN’S RESOURCE CENTER, INC., P. O. Box 436, Beaver Dam, Kentucky 42320. All notices to be given by Tenant to Landlord, pursuant to the terms of this lease, or otherwise, shall be deemed to be fully given if sent by registered mail to Ohio County Fiscal Court, 130 E. Washington Street, Hartford, Kentucky 42347 or at such address as Landlord may advise Tenant to use.

(V) CHOICE OF LAW

This lease shall be governed by the laws of the Commonwealth of Kentucky. Should any suit be brought to enforce the provisions hereof, said suit shall be brought in the courts of Ohio County, Kentucky.

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

LANDLORD:

OHIO COUNTY FISCAL COURT

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

DAVID JOHNSTON

OHIO COUNTY JUDGE EXECUTIVE

TENANT:

HOPE FOR LIFE WOMEN’S RESOURCE CENTER, INC.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_