

LEASE AGREEMENT

This Lease Agreement is made and entered into this the ____ day of October, 2023, between the **City of Stanton, Kentucky**, a municipal corporation, by and through Willie Means, Mayor, (hereinafter referred to as Lessor), and the **Powell County Board of Education**, (hereinafter referred to as Lessee).

Premises. The City of Stanton hereby agrees to lease to the Powell County Board of Education and the Powell County Board of Education agrees to lease from the City of Stanton the following described premises: being that property located inside the city limits of Stanton, Kentucky at the Stanton City Park and more particularly described as a portion of the Stanton City Park to include the baseball field, the concession stand, the bleachers and the bathrooms, (said property being a portion of that property conveyed to the City of Stanton by deed of record in Deed Book 72, Page 671, records of the Powell County Clerk's Office and being that same property previously leased by the City of Stanton to the Powell County Board of Education under prior leases), subject to the terms and conditions set forth below.

Term. The term of this Lease shall be for a 5-month period from February 1, 2024 until June 30, 2024.

Rent. The Lessee agrees to pay Lessor the sum of \$5,000.00 for said period. Lessee shall pay the 2024 payment in the amount of \$5,000.00 to the City of Stanton on or before February 1, 2024. Lessee, as part of the Lease, shall also be responsible for the payment of any and all electric bills associated with the Lessee's use of the ball field, the concession stand, and related premises, (including, but not necessarily limited to, the payment of Clark Energy account # 3559300, which deals with lighting at the ball

field). The City of Stanton will pay the initial invoice from Clark Energy for electric usage and will forward a monthly invoice to the Lessee for the usage at the leased premises. In the event the billing statement is for a portion of a month during which the lease is in place, the monthly bill will be pro-rated to reflect same. The Lessee agrees to pay the City of Stanton for its electric usage within 30 days of Lessee receiving an invoice from the City of Stanton.

Surrender. At the expiration of the 5 month lease term described above, the Lessee will surrender the premises in as good state and condition as they were in at the commencement of the term, reasonable use and wear thereof and damages by the elements excepted. The parties may extend the term of the lease provided both parties are agreeable to same.

Default. The Lessee further agrees that if any default be made in the terms of the Lease, or if any default be made in the performance of any covenants herein contained, the Lessor shall give written notice of said default to the Lessee, who shall have 30 days to correct such default. In the event the default is not corrected by Lessee within the 30 day period, the Lessor may re-enter the premises, may remove all persons therefrom and terminate the Lease. Lessor shall give written notice to Lessee of its intention to re-enter.

Repairs and Maintenance of Subject Property. The Powell County Board of Education agrees, during the above-described 5 month term of the lease, to keep the subject property in good order and repair. The Powell County Board of Education further agrees to keep the premises neat and presentable, and to be responsible for the clean-up of the ball field, bleachers and all surrounding areas due to the use of the

facility. Powell County Board of Education shall be responsible for the upkeep of the facilities during the term of this Lease. Powell County Board of Education also agrees to be responsible for the clean-up of the bathroom facilities and to keep said bathrooms in good repair, including making any necessary repairs to same during the term of this Lease. The Powell County Board of Education shall be responsible for the care and upkeep of the premises during the 5-month period during which the property is leased from the City of Stanton.

The Powell County Board of Education, during the term of the lease, agrees to notify the City of Stanton in writing of any problems that it becomes aware of with the field or with the structures located on the subject property being leased by the City of Stanton to Lessee, so as to allow the City of Stanton to make any necessary repairs to the property within a reasonable time frame.

Community Activities. The Powell County Board of Education agrees to allow for use of the field and facilities for other community activities during the 5-month period of this Lease, so long as same does not interfere with Lessee's use of the premises.

Insurance. The Powell County Board of Education shall at all times during which the premises are leased pursuant to this agreement maintain general public liability insurance covering claims for personal injury and property damage. The insurance required to be maintained by Powell County Board of Education must be issued by insurers acceptable to the City of Stanton and shall be in the amount of at least \$500,000.00. The Powell County Board of Education agrees to furnish the City of Stanton with a copy of said policy once same is secured and to require the insurer to notify the City of Stanton in the event the policy should be discontinued or cancelled for

any reason. The policy described above shall be maintained only for the five-month period during which the lease is in effect and need not be maintained during the remaining parts of the year.

Likewise, the City of Stanton shall at all times during which the premises are leased pursuant to this Agreement maintain general public liability insurance covering claims for personal injury and property damage. The insurance shall be maintained in an amount equal to or in excess of \$500,000.00. A copy of said policy shall be supplied to the Powell County Board of Education. The City of Stanton further shall instruct and require its insurer to notify the Powell County Board of Education should said policy be discontinued or cancelled for any reason.

Indemnity Agreement. The Powell County Board of Education agrees to indemnify and hold harmless the City of Stanton against any loss and expense which the City of Stanton may incur due to bodily injuries sustained by any person or persons or injury to or destruction of property caused by accident or otherwise, which is due to or which is the result of any act or omission of the Powell County Board of Education, its employees or agents arising out of and during the term of this lease.

Likewise, the City of Stanton agrees to indemnify and hold harmless the Powell County Board of Education against any loss and expense which the Powell County Board of Education may incur due to bodily injuries sustained by any person or persons or injury to or destruction of property caused by accident or otherwise, which is due to or which is the result of any act or omission of the City of Stanton, its employees or agents arising out of and during the term of the lease.

Utilities. The City of Stanton agrees to be responsible for the payment of all reasonable charges for water and natural gas used in connection with the subject property during the term of this lease. The Lessee agrees to act in a reasonable manner relative to said utilities and to insure that all utilities are used and operated in a reasonable manner. As stated above, the electric bills for the premises shall be the responsibility of the Lessee, the Powell County Board of Education.

Alterations. The Lessee shall make no structural alteration or changes to any part of the leased property without the written authorization and permission of the City of Stanton, which shall be obtained prior to any alterations or changes taking place. Any additions or improvements made by the Lessee shall become the property of the City of Stanton unless otherwise agreed to in writing between the parties.

Assignment. The Powell County Board of Education shall use the premises hereby leased exclusively for a ball park and for school-related purposes, and the Powell County Board of Education will not, without the express written consent of the Lessor, assign this lease, nor let or sub-lease the whole or any part of the said premises for any purpose without the written consent of the City of Stanton.

Access to Premises. The Lessee agrees that the City of Stanton shall have the right to enter into and upon the premises, or any part thereof, at all reasonable hours for the purpose of examining same, or making such repairs, periodic maintenance or alterations as may be necessary for the safety and preservation thereof.

Modification. This document constitutes the entire agreement between the parties and all terms and conditions regarding this Lease. Any modification in the terms of this lease shall be in writing and shall be signed by authorized representative of the

Notary Public- State at Large

COMMONWEALTH OF KENTUCKY)
SCT.
COUNTY OF POWELL)

The foregoing Lease Agreement was subscribed and acknowledged to before me by Sarah Wasson, Superintendent, and _____, Board Chair, authorized representatives on behalf of the **Powell County Board of Education**, this the ____ day of October, 2023.

My Commission Expires: _____

Notary Public- State at Large

Prepared by:

B. Scott Cal

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