

LEASE

This Lease, made and entered into as of the _____ day of _____, 2020, by and between **MICHAEL A. KEM** and **VIVIAN S. KEM**, his wife, PO Box 562, Hopkinsville, Kentucky 42241, hereinafter collectively referred to as "Landlord," and the **CHRISTIAN COUNTY BOARD OF EDUCATION**, 200 Glass Avenue, Hopkinsville, Kentucky 42240 hereinafter referred to as "Tenant."

RECITALS

A. Landlord is the owner of property located at 102 West 2nd Street, Hopkinsville, Christian County, Kentucky by virtue of a deed dated 3 August 1999 from HKB Company, a Partnership.

B. Tenant has inspected the premises and acknowledges the property and improvements are suitable for its intended use as a location for the Department of Juvenile Justice's Christian County Day Treatment Center to which the Tenant provides educational staffing.

LEASE

1. **Term.** The original term of this lease shall be for a period of one (1) year commencing on the 1st day of July, 2020, and expiring on the 30th day of June, 2021 at 12:00 midnight.

2. **Renewal Term(s).** This lease shall automatically renew for up to five consecutive one-year terms, unless either party gives written notice of intent to terminate 120 days prior to the end of any one-year term.

3. **Purpose.** The premises shall be used for the operation of the Department of Juvenile Justice's Day Treatment Center to which the Tenant provides educational faculty and staff and to which some of Tenants are referred though the juvenile justice system, and for no other purpose.

4. **Rent.** The monthly rent which Tenant shall pay, and Landlord shall accept for the lease of the property shall be One Thousand Five Hundred and No/100 Dollars (\$1,500.00). All rental payments due hereunder shall be payable in advance on the 1st day of every calendar month during the original and any extended term hereunder.

5. **Additional Rent.** All charges, costs, and expenses that Tenant agrees to pay hereunder, or are the responsibility of Tenant, together with interest and penalties that may accrue thereon in the event of Tenant's failure to pay such items, and other damages, costs, expenses, and sums Landlord may incur, or that may become due, by reason of any default on the part of Tenant, or any failure by Tenant, shall be deemed additional rent, and Landlord shall have all the rights and remedies provided herein for failure to pay rent.

6. **Priority of Lease.** Landlord reserves the right to subject and subordinate this Lease, and any rents to be collected under this Lease, to the lien of mortgages or assignments now or hereafter placed upon Landlord's interest in the property. Accordingly, Tenant shall execute and deliver such further instruments subjecting this Lease to the lien of any mortgage or assignment as shall be required by any lender; provided, however, that any lender shall agree that Tenant shall have quiet and peaceful possession of the property for the entire term so long as Tenant performs its obligations hereunder.

7. **Estoppel Certificates.** Tenant shall, at the request of Landlord, for the benefit of any prospective purchaser, lender or other third party, execute and deliver to Landlord a statement certifying that the lease or any modification of the lease is in full force and effect, and that the Landlord is not in default under the lease or modification.

8. **Utilities.** All utilities are to be carried in the name of Tenant, and Tenant shall be responsible for the payment of all charges for utility services as and when they become due.

9. **Maintenance and Repair.** Tenant covenants, at its cost and expense, to maintain the interior of the property in as good repair and condition as it is presently, normal wear and tear excepted, and in a clean, orderly, and sanitary condition. Tenant shall mow, trim, and maintain the exterior of the premises in a good and safe condition, free from snow, ice, rubbish, debris, and obstructions, including the sidewalks, driveways, parking lots and curbs. Tenant shall be responsible for all routine maintenance and repairs, including but not limited to minor plumbing items, HVAC cleaning and maintenance and filter replacement, broken light fixtures and lightbulb replacement, etc. so as not to cause or promote damage to the premises. Landlord shall be responsible for major building, roof, plumbing, electrical and HVAC repairs unless said repairs are due to Tenant's misuse or Tenant's failure to report to Landlord, in which event Tenant shall pay the costs of repairs. Tenant will pay for all damage to the premises and repairs required due to the misuse or negligence of Tenant or Tenant's guests.

10. **Alterations and Additions.** Tenant has inspected the premises and will accept the premises "as is" without any agreements, representations, or obligations on the part of Landlord to perform any further alterations or improvements. Tenant may make additions and improvements to the property for its intended use with the prior written consent of Landlord. All alterations, changes and improvements made, constructed or placed on the property by Tenant, with the exception of fixtures easily removable without damage to the property and movable personal property, shall be the property of Landlord and remain on the property at the expiration or sooner termination of the lease.

11. **Governmental Regulations.** Tenant shall cause the property to be altered, improved, kept, maintained, and used at all times in conformity with any and all federal, state, and municipal laws and regulations as may now or from time to time be required by the various divisions and agencies thereof, both generally and specifically for its intended use, and shall not allow any nuisance on the premises.

12. **Liens.** Tenant will promptly remove and discharge at Tenant's expense all liens, encumbrances and charges upon the property which arise out of its use or occupancy of the property.

13. **Taxes.** Landlord shall pay all taxes imposed upon the premises by reason of ownership. Tenant shall pay all taxes levied against its property or which arise out of the possession or use of the premises, together with any penalties or interest which may be assessed therewith.

14. **Insurance.** Landlord shall carry extended coverage insurance against loss of or damage to the premises. Liability insurance in the amount of \$500,000.00 per occurrence, and \$1,000,000.00 aggregate, shall be carried by Tenant to fully compensate Landlord for loss incurred by negligence, casualty or like manner. Evidence of said insurance shall be provided Landlord.

Tenant shall acquire and be responsible for maintaining insurance coverage on Tenant's personal property and furnishings located in the premises in amounts reasonably deemed adequate to Tenant to fully insure such property.

15. **Default.** Should Tenant be in default at any time in the performance of any of the covenants, terms, conditions or provisions of this lease, or shall make an assignment for the benefit of creditors not expressly approved herein, or be adjudged bankrupt, or if a receiver be appointed, or Tenant has any execution or attachment issue against it, Landlord may (a) immediately terminate the Lease and re-enter the property and/or declare a forfeiture of Tenant's leasehold estate; (b) remove Tenant and its property from the premises; c) collect all rentals remaining to be paid under the lease; and (d) sue for damages against the defaulting Tenant. Landlord's remedies are cumulative to the full extent permitted by law and may be invoked separately or concurrently. In addition to the foregoing, Landlord shall have the right to recover from tenant all attorneys' fees, costs, and expenses incurred by Landlord because of enforcing this agreement.

16. **Assignment and Subletting.** Except to the extent that the Tenant shall allow the Department of Juvenile Justice to operate the Christian County Day Treatment Center on the premises, Tenant shall not assign this lease, nor sublet nor grant any concession or license to use the property, or any part thereof, nor shall Tenant permit any transfer by operation of law of its interest in the property acquired through this lease, or any other voluntary or involuntary alienation of such interest without prior

written approval of Landlord, which may be granted or denied in Landlord's sole discretion.

17. **Surrender of Premises.** At the expiration of the lease term, Tenant shall promptly and peacefully surrender the leased property in as good state and condition as it was at the commencement of this lease, normal wear and tear excluded, and in a clean, neat and orderly condition, with all trash and waste materials having been removed therefrom.

18. **Entry and Inspection.** Tenant shall permit Landlord and its representatives to enter the premises at any reasonable time to inspect the premises for the purpose of determining whether Tenant is complying with the terms of this Lease, or for any other purpose to protect Landlord's interest in the premises.

19. **Destruction.** In the event of destruction of the property or a substantial portion of the property by fire or other casualty, Landlord shall have the absolute right to terminate this lease by written notice mailed to Tenant within sixty (60) days of the fire or other casualty. In the event Landlord does not terminate the lease following such casualty and the premises are rebuilt, Tenant shall not be chargeable with rent for the period the premises are unfit for use and occupancy. In the event of partial damage by casualty, not the result of Tenant's negligence or carelessness, and such damage is not to such an extent as to render the property unfit for use and occupancy, then the premises shall be repaired by Landlord in a reasonable period of time, and a just and proportionate part of the rental shall be abated.

20. **Hazardous Materials.** Tenant shall not cause or permit to be placed, held, located or disposed of on, under or at the lease premises any hazardous material which could result in claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, or any other federal, state or local statute, law, ordinance, code, rule, or regulation involving environmental laws or hazardous materials.

MISCELLANEDOUS

a) This lease is contractual in nature, is not unconscionable, and is legally binding on and shall inure to the benefit of Landlord and Tenant, their respective heirs, executors, legal representatives, and assigns.

b) This lease shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

c) Notices shall be in writing and be either hand delivered or deposited in the US mail, certified or registered, with postage prepaid, addressed to the party to whom notice is given at the addresses set forth herein.

d) Covenants of the Tenant hereunder shall survive termination of the Lease.

e) Failure of Landlord to exercise any of the remedies afforded it by virtue of this lease shall not constitute a waiver of any default, and the acceptance of rent by Landlord shall not constitute a waiver of any default.

f) If any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have signed and executed this instrument as of the date set forth.

LANDLORD:

TENANT:

CHRISTIAN COUNTY BOARD
OF EDUCATION

By: _____
Michael A. Kem

Christopher Bentzel,
Superintendent

Vivian S. Kem

COMMONWEALTH OF KENTUCKY)
) SCT.
COUNTY OF CHRISTIAN)

The foregoing instrument was acknowledged before me by Michael A. Kem and Vivian S. Kem, his wife, this _____ day of _____, 2020.

My Commission Expires: _____

Notary Public
Notary ID #: _____

[illegible]

The foregoing instrument was acknowledged before me by Christopher Bentzel, Superintendent, Christian County Board of Education, this _____ day of _____, 2020.

My Commission Expires: _____

Notary Public
Notary ID #: _____