

LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the City of Berea, Kentucky, a municipal corporation, 212 Chestnut Street, Berea, Kentucky 40403 (hereinafter referred to as the "City"), and **The Board of Education of Berea Independent School District**, 3 Pirate Parkway, Berea, Kentucky 40403 (hereinafter referred to as the "Board").

Recitals

WHEREAS, the Board has the need for certain athletic facilities to accommodate its athletics programs and spectators; and

WHEREAS, the City has such athletic facilities, which it desires to let, and the Board desires to lease said facilities from the City;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE 1 LEASE AND DISCRIPTION OF PREMISES

The City leases to the Board the premises hereinafter described and situated in the Berea City Park and near the property now occupied by the Berea Community School, said property being more particularly described as follows:

Duerson Stadium and the field and concession stand associated with the stadium.

ARTICLE 2 TERM AND USE OF PREMISES

(A) The term of this Lease shall be for a period of THIRTY (30) years, commencing on July 1, 2024 and ending June 30, 2054, during which the Board shall have the exclusive rights to occupy, use, and possess the property described above; subject, however, to the City's right to occupy, use, and possess the premises for public events and celebrations, including but not limited to the Independence Day Celebration and program on July 4th of each year, and on such other public occasions as may arise upon notice from the City to the Board.

(B) The Board may use the premises for public and private events sanctioned by and approved by the Board, including educational and athletic events held by the Berea Community Schools.

**ARTICLE 3
RENT**

Due to the public purposes of the Board's use of the leased premises, the rent under this Lease is to be the sum of \$1.00 per year. Rent shall be due by July 30 each year of the lease.

**ARTICLE 4
OBLIGATIONS AND RESPONSIBILITIES OF THE BOARD**

During the term of this Lease, the Board shall be responsible for:

- a) maintaining in reasonably good condition and sound repair the following: the athletic field, including mowing, repair, and treatment of turf; the sprinkler system; the current electrical systems; the sound system; the score board; and the field lighting;
- b) striping the field for all games and practices for its schools and for cleaning the stadium and concession stands after each use; and
- c) compliance with the Americans with Disabilities Act for the leased premises; and

The Board further agrees and covenants not to discriminate in the performance of its charitable, educational, or social activities on the premises, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, ethnicity, political affiliation, age, genetics, marital status, or disability as defined by the Americans with Disability Act.

**ARTICLE 5
OBLIGATIONS AND RESPONSIBILITIES OF THE CITY**

The City shall be responsible for maintaining in reasonably good condition and sound repair parts of the premises not specified in Article 4, including the bleachers and concession stand.

The City shall also maintain in good condition and sound repair the fencing around the field.

To facilitate these maintenance responsibilities, the City shall have the right to access and inspect the premises at any time during the term of this Lease upon reasonable notice to the Board.

The City shall allow the Board, its schools, and their officers, employees, agents, invitees, participants, and guests access to the stadium, field, and concession stand during the term of this Lease; provided, however, that the City's obligation to provide

access shall be excused by circumstances beyond the control of the City that materially affect the performance of its obligation to provide access and which could not reasonably have been foreseen or provided against, including an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities (whichever war be declared or not), invasion, or act of foreign enemies; rebellion, revolution, insurrection, or military or usurped power, or civil war; contamination of the premises by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; contamination by any chemical or biological weapon; riot, strikes, lock outs or disorder, unless solely restricted to employees of the City; or acts or threats of terrorism.

ARTICLE 6 ADDITIONAL AUTHORITY OF THE BOARD

The Board shall have the authority to hang sponsorship signs on the fencing around the field during the term of this Lease, with the sole right to choose its sponsors, and is not required to seek the City's approval before hanging any sign, unless said sign could be considered offensive, in the sole discretion of the City.

The Board has the right to sell tickets for games; it also has the right to market and sell preferred seating at games.

ARTICLE 7 INDEMNIFICATION; HOLD HARMLESS AGREEMENT; INSURANCE

The Board indemnifies and agrees to hold the City harmless at all times against any liability, losses, litigations, expenses, counsel fees and compensation arising out of injuries (including death) sustained by, or alleged to have been sustained by, the employees, agents, invitees, participants, and guests of the Board, and the general public, from injuries (including death) sustained by the public servants sponsored by the Board, employees, agents of the public, any or all persons on or near the Leased premises, caused in whole or in part by the acts or omissions of the employees, agents, invitees, participants, and guests of the Board, and the general public, or anyone directly or indirectly employed by them or any of them while engaged in activities on the Leased premises. The Board shall obtain and maintain throughout the term of this Lease adequate general liability insurance in the amount of at least \$1,000,000/3,000,000 as will protect the City from any and all of the foregoing risks, covering all activities related to or sponsored by the Board or its schools occurring at Duerson Stadium, the associated field, or the concession stand. The Board's insurance obligation extends only to insuring against liability for harm occurring during games, practices, and other activities related to or sponsored by the Board or its schools. Such liability insurance policy shall be issued by an insurance company approved by the City and a current copy thereof shall be provided by the Board to the City.

The City will obtain and maintain throughout the terms of this Lease adequate property and liability insurance for the stadium, field, and concession stand.

**ARTICLE 8
LICENSES AND PERMITS**

The Board shall be responsible to obtaining all licenses and permits required by law.

**ARTICLE 9
DAMAGE TO PREMISES**

If the premises are damaged by an act by a school, or the Board's agents, employees, guests, participants, or invitees, the Board shall pay to the City upon demand such sum as shall be necessary to repair the premises. At its option, the Board may effect repairs for intentional damage to the premises, in which case no sum shall be due to the City.

**ARTICLE 10
COMPLIANCE WITH LAW**

The Board shall keep the premises clean and sanitary, and shall comply with all local, state and federal laws and regulations pertaining to use and occupancy of the premises, and to comply with the provisions of this Lease Agreement.

**ARTICLE 11
MERGER CLAUSE**

This writing evidences the entire agreement of the parties hereto, and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. No modification or waiver of any of the terms and conditions hereof shall be effective unless in writing and signed by the parties hereto.

**ARTICLE 12
TERMINATION**

This Lease Agreement may be terminated by the City if the Board does not fulfill the commitments under this agreement. In such a situation, the City shall provide the Board with written notification no less than thirty (30) days prior to the termination, that includes the reason(s) for said termination. As governmental entities, either party hereto may terminate this Lease for its convenience upon One Hundred Eighty (180) day written notice to the other party. Any notices under this provision shall be hand-delivered or sent by certified mail to the Mayor of the City and the Superintendent of the Board.


**ARTICLE 13
APPLICABLE LAW; CHOICE OF FORUM**

This Lease Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any dispute arising under or as a result of claims of failure to comply with this Agreement shall be brought in the Madison Circuit Court, Richmond, Kentucky.

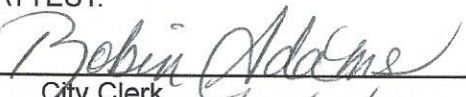
IN TESTIMONY WHEREOF, witness the signatures of the Mayor on behalf of the City of Berea, Kentucky, and of the Chairman and Superintendent on behalf of the Board of Education for the Berea Independent School District on the dates set out by their respective signatures below.

City of Berea, Kentucky

Board of Education of Berea Independent School District

By: 
Mayor
Date: 09/27/2024

By: _____
Chairman
Date: _____

ATTEST:

City Clerk
Date: 9/27/24

By: _____
Superintendent
Date: _____