

STATE OF ALABAMA
CHILTON COUNTY

LEASE AGREEMENT

Be it agreed by and between **City of Clanton, Alabama, a Municipal Corporation**, hereinafter known and referred to as the “Lessor” and **Chilton County Arts Council, Inc., an Alabama Non-Profit Corporation**, hereinafter known and referred to as the “Lessee”, as follow:

WITNESSETH:

1. The Lessor lease to the Lessee the following described property:

The property situated at 500 5th Avenue North in the City of Clanton, Chilton County, Alabama.

for a five-year term commencing October 1, 2022, at a yearly rental of Two-Hundred Fifty Dollars and No Cents (\$250.00) each payable in advance on the first day of each lease year. With agreement of the Lessor at the time, the Lessee shall have the option to renew the same for an additional five-year period, by giving a written notice of its intent no later than thirty days prior to expiration of the original lease term.

2. It is understood and agreed that this lease is limited to the premises located within the property described herein and does not include any additional facilities owned by the Lessor.

3. The parties agree that the Lessor shall maintain insurance on the building. It is understood that the Lessee will maintain liability insurance on the building and contents of said premises as a tenant for the premises and will furnish proof of the same to the Lessor during the entire term of this lease.

4. Lessee further covenants and agrees that from and after the date of delivery of the premises from Lessor to Lessee, Lessee will carry and maintain at its sole cost and expense, the following types of insurance, in the amounts specified and, in the form, hereinafter provided for:

i. Commercial General and Umbrella Liability insurance covering the premises and Lessee’s use thereof against claims for personal injury or death and property damage occurring upon, in or about the premises, such insurance to be written on an occurrence basis (not a claim made basis), with a limit for each occurrence not less than \$1,000,000.00 and to have general

aggregate limits of not less than \$3,000,000.00 for each policy year. The Certificate of Insurance evidencing the commercial general liability shall name Lessor as additional insured.

ii. Commercial all risk property insurance covering all of the items included in Lessee's leasehold improvements, heating, ventilating and air conditioning equipment maintained by the Lessee, trade fixtures, merchandise, and personal property from time to time, on or upon the premises, and alterations, additions or changes made by Lessee pursuant.

iii. Business interruption Insurance in an amount sufficient to cover Lessee's cost, damages, lost income, expenses, and base/rent for temporary space for a period of twelve months should any or all of the premises not be usable by Lessee.

5. The Lessor will play no role and be involved in no way in the Lessee's management and daily operation.

6. Routine maintenance of the building and facilities will be the obligation of the Lessee as will be routine day-to-day repairs. Major repairs, when determined necessary, will be made by the Lessor and the expense thereof will be documented and maintained for inclusion in the Lessor's investment in the premises.

7. No changes or additions to the building or premises may be made during the entire term of this lease without prior consultation and written approval of Lessor.

8. Any and all taxes incurred in connection with the operation of the building and/or Chilton County Arts Council facility, as well as any and all licenses required in connection therewith shall be the expense of the Lessee.

9. Lessee agrees to hold the Lessor harmless against any loss or damage to persons or to the Lessee's possessions while on the aforescribed premises and to indemnify the Lessor against any claims for damage or liability for loss, injury, or death upon said premises due to any cause of character whatsoever, specifically including liability for loss, injury, or death upon the premises described herein due to any cause of any character whatsoever connected with the lease of the premises described herein.

10. It is further agreed that the Lessee shall be responsible for all utility charges made in connection with the use of said premises during the term of this lease.

11. Lessor agrees that on payment of the rent and performance of the covenants and agreements contained herein on the part of the Lessee, the Lessee shall peaceably hold and use the leased premises and all the rights and privileges granted herein.

IN WITNESS WHEREOF, we have set our hands and seals on this 14th day of March, 2022.

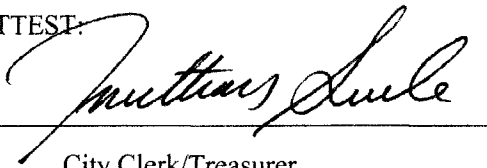
LESSOR:

CITY OF CLANTON

BY: 

Mayor

ATTEST:



City Clerk/Treasurer

LESSEE:

CHILTON COUNTY ARTS COUNCIL, INC.

BY: 

STATE OF ALABAMA
CHILTON COUNTY

I, the undersigned authority, a Notary Public in and for said county, in said State, hereby certify that
Jeff Mims, whose name as Mayor of City of
Clanton, Alabama, a municipal corporation, is signed to the foregoing conveyance, and who is known to me,
acknowledged before me on this day that, being informed of the contents for the conveyance, he, as such officer
and with full authority, executed the same voluntarily for and as the act of said municipal corporation.



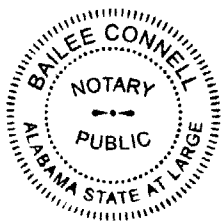
STATE OF ALABAMA
CHILTON COUNTY

Given under my and official seal, this 14th day of March, 2022.

BY: Jonathan Seal
Notary Public

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that
Melinda Smith, whose name as President of Chilton
County Arts Council, Inc., an Alabama Non-profit Corporation, is signed to the foregoing conveyance, and who
is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he,
as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my and official seal, this 18th day of MARCH, 2022.



BY: Bailee Connell
Notary Public