

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made effective as of the _____ day of _____, 2017, by and between **Forland Family Farms**, a corporation of the State of Alabama (hereinafter called the "Lessee") and **City of Foley**, (hereinafter called the "Subtenant").

RECITALS:

WHEREAS, Forland Family Farms is the Lessee under that certain Lease Agreement dated the 9th day of May, 2014 (the "Lease Agreement") by and among Forland Family Farms, as Lessee, and Coastal Alabama Farmers and Fishermens Market, as Lessor, for the lease of that certain improved real property located at 20733 Miflin Road, Building B, Space B, Foley, Alabama, containing 6,000 square feet ±, together with the right of use of all means of ingress and egress and all the other general common facilities contained in the building, as well as the sidewalks and parking facilities (the "Leased Premises"); and

WHEREAS, the Lessee and Subtenant desire to enter into an agreement for sublease of the Leased Premises to Subtenant, as set forth herein.

NOW THEREFORE, and for and in consideration of Ten and No/100 Dollars (\$10.00), the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessee and the Subtenant agree as follows:

1. **LEASED PREMISES.** The Lessee does hereby sublease to Subtenant, and Subtenant hereby sublease from the Lessee the said Leased Premises, approximately 400 square feet, commencing on the _____ day of _____, 2017 (the "Commencement Date").

2. **TERM.** The term of this Sublease shall commence on the Commencement Date and the term of the Lease Agreement shall be for a period of twelve (12) months. Notwithstanding any other provisions of this Sublease, the Lessee or Subtenant hereby retains the right to terminate this Sublease at any time upon notice to the Lessee or Subtenant, which notice shall be in writing and provided at least ninety (90) days prior to the intended date of cancellation. The Lease will automatically renew for one (1) additional year if neither Party has given written notice within ninety (90) days of the expiration of the Lease.

3. **RENT.** In addition to the covenants and agreements set forth herein, the Subtenant shall pay rent to the Lessee in the amount of **\$400.00** per month, due by the 10th day of each month. Monthly rental shall commence upon the opening of Subtenant's business, or thirty (30) days after Commencement Date. Rent for any partial month shall be prorated.

4. **ADDITIONAL RENT.** Subtenant shall pay \$100.00 per month for common area maintenance.

5. **USE.** The Leased Premises shall be used and occupied by Subtenant only for the making, distribution and selling of ice and doing business as “City of Foley” or its assigns and for no other purpose without the written consent of the Lessee, which consent may be withheld or conditioned at the Lessee’s sole discretion. Subtenant shall open for business within thirty (30) days after the Commencement Date. Rent is due when Subtenant opens business to the public.

6. **ALTERATIONS.** The Subtenant will make no material alterations in or to the Leased Premises without the prior consent of the Lessee. Subtenant shall submit in writing any alterations to Alescia Forland for approval.

7. **MAINTENANCE AND REPAIR.** Subtenant shall maintain the interior of the Leased Premises in good condition and repair, reasonable wear and tear expected. The Subtenant shall also be responsible to maintain, at the Subtenant’s expense: (a) the roll up door and the back and side doors that exclusively services the portion of the building exclusively occupied and subleased by the Subtenant.

8. **JANITORIAL SERVICES.** Subtenant shall provide and pay for janitorial services for the portion of the building exclusively occupied and subleased by the Subtenant.

9. **UTILITIES.** The Subtenant will pay its prorated share for water and sewer services which are shared with Lessee at Lessee’s Premises.

10. **SIGNAGE.** All signage is subjected to the CAFFM’s prior written approval and compliance with all laws and ordinances. All costs associated with the fabrication and installation of Subtenant’s signage shall be paid solely by Subtenant.

11. **PARKING.** There is no reserved parking for Subtenant.

12. **FIRE/WIND AND OTHER CASUALTIES.** This Sublease is subject to the terms of the Lease Agreement in the event the premises shall be damaged or destroyed by fire, flood, windstorm, riot, insurrection or other cause.

13. **DEFAULT.** The Lessee may terminate this Sublease in the event: (a) Subtenant breaches or fails to perform any of its obligations or agreements as set forth herein, and after ten (10) days written notice by the Lessee to Subtenant, Subtenant fails to cure said breach or default or fails to perform those acts required by it hereunder to be performed; (b) Subtenant shall become insolvent or if bankruptcy proceedings shall be begun by or against the Subtenant, or any assignment of its assets is made for the benefit of creditors or a receiver or trustee or other judicial officer is appointed to manage or operate the assets of Subtenant; or (c) Subtenant shall cease operation of its business in, vacates or abandons the Leased Premises. In the event the Lessee terminated this Sublease, the Subtenant shall immediately surrender possession of the Leased Premises to the Lessee. The lessee’s right of termination for default is in addition to all other rights and remedies given hereunder, or by law or equity. In the event of employment of an attorney for the institution of any suit for possession of the Leased Premises, or otherwise arising from

Subtenant's breach or failure to perform its obligations hereunder, the Subtenant agrees to pay and shall be taxed with a reasonable attorney's fees, which fee shall be a part of the debt evidenced and secured by this Sublease.

14. **INDEMNITY.** The Subtenant or its assigns shall indemnify, defend and hold harmless the Lessee and the Lessee's Lessor (Coastal Alabama Farmers and Fishermans Market) under the Lease Agreement from and against any and all claims, damages, losses and reasonable attorney's fees, arising out of or resulting from Subtenant's sublease and occupancy of the Leased Premises, including any injuries to persons or property while in, on or about the Leased Premises.

15. **NOTICES.** Any notice, demand, communication or election to exercise any option hereunder, whether intended for Subtenant or for the Lessee, shall be in writing and may be served or delivered in person or by U.S. Registered or Certified mail, to the following address, or to such other address as the parties hereto may at any time, and from time to time, designate in writing:

Forland Family Farms:

Alescja Forland
Post Office Box 871
Loxley, Alabama 36551

City of Foley:

City of Foley
P.O. Box 1750
Foley, AL 36536

16. **SURRENDER.** At the expiration of the tenancy herein created, the Subtenant shall surrender the Leased Premises in the same condition of repair and sightlines as the Leased Premises were in upon the commencement of this Sublease unless meanwhile repaired or improved, in which event, from the time of such repairs or improvements as to that portion so repaired or improved, reasonable wear and tear and damage by unavoidable casualty excepted.

17. **LIABILITY INSURANCE.** The Subtenant shall maintain at the Subtenant's expense public liability insurance with an insurance company licensed to operate in the State of Alabama covering the Subtenant's operations on the Leased Premises having limits of liability of not less than \$1,000,000.00 bodily injury per occurrence and \$1,000,000.00 in the aggregate. The Subtenant shall furnish the Lessee a Certificate of Insurance as evidence of compliance with this requirement and shall name the Lessee the Lessee's Lessor (Coastal Alabama Farmers and Fishermans Market) under the Lease Agreement and any other party designated by the Lessee as an additional insured under such policy. Said insurance shall be non-cancellable without written notice to the Lessee at least thirty (30) days prior to cancellation.

18. **CONTENTS PROPERTY AND CASUALTY INSURANCE.** Any and all property of Subtenant which may be located at the Leased Premises shall be at the sole risk of Subtenant. The Subtenant shall carry fire, extended coverage, vandalism and malicious mischief insurance on all personal property owned by the Subtenant at the Leased Premises to the extent of its full insurable value. The Subtenant shall furnish to the Lessee a Certificate of Insurance as evidence of compliance with this requirement.

19. **WAIVER OF SUBROGATION.** Anything in this Sublease to the contrary notwithstanding, Subtenant and the Lessee each hereby waives (to the extent that the party sustaining such loss is compensated by insurance proceeds) any and all rights of recovery, claim, action or cause of action, against the other or against the Lessee's Lessor (Coastal Alabama Farmers and Fishermens Market) under the Lease Agreement, its agents, officers or employees, for any loss or damage that may occur to the premises, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements or any other cause which would be insured against under the terms of the fire and extended coverage insurance policies referred to above, regardless of cause or origin, including without limitation, negligence of the other party hereto, its agents, officers or employees and covenants that no insurer shall hold any right of subrogation against such other party, and to endeavor to procure a waiver of subrogation on the part of each of their insurers by an endorsement to all insurance policies whereby an insurer recognizes the agreements made by Subtenant and the Lessee herein provided, however, this Section 18 shall be inapplicable if it would have the effect, but only to the extent that it would have the effect of invalidating any insurance coverage of Subtenant or the Lessee.

20. **ASSIGNMENT: SUB LEASE.** Each and every transfer, assignment or sublease of the Sublease by the Subtenant, or any interest herein, shall be null and void, unless the written consent of the Lessee be first obtained thereto, which consent may be withheld at the Lessee's sole discretion.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement, oral or in writing, between the parties hereto relating to the Leased Premises.

IN WITNESS THEREOF, the parties have caused this Sublease to be executed on the date appearing together with their signatures below.

FORLAND FAMILY FARMS

CITY OF FOLEY

By: Alescia Forland, President

Date: _____

By: John E. Koniar, Mayor

Date: _____

ATTEST:

ATTEST:

By: _____

Date: _____

By: _____

Date: _____



**McCOLLOUGH
ARCHITECTURE, INC.**
P.O. BOX 6310
GULF SHORES, ALABAMA
36547-6310
PHONE: 251-968-7222



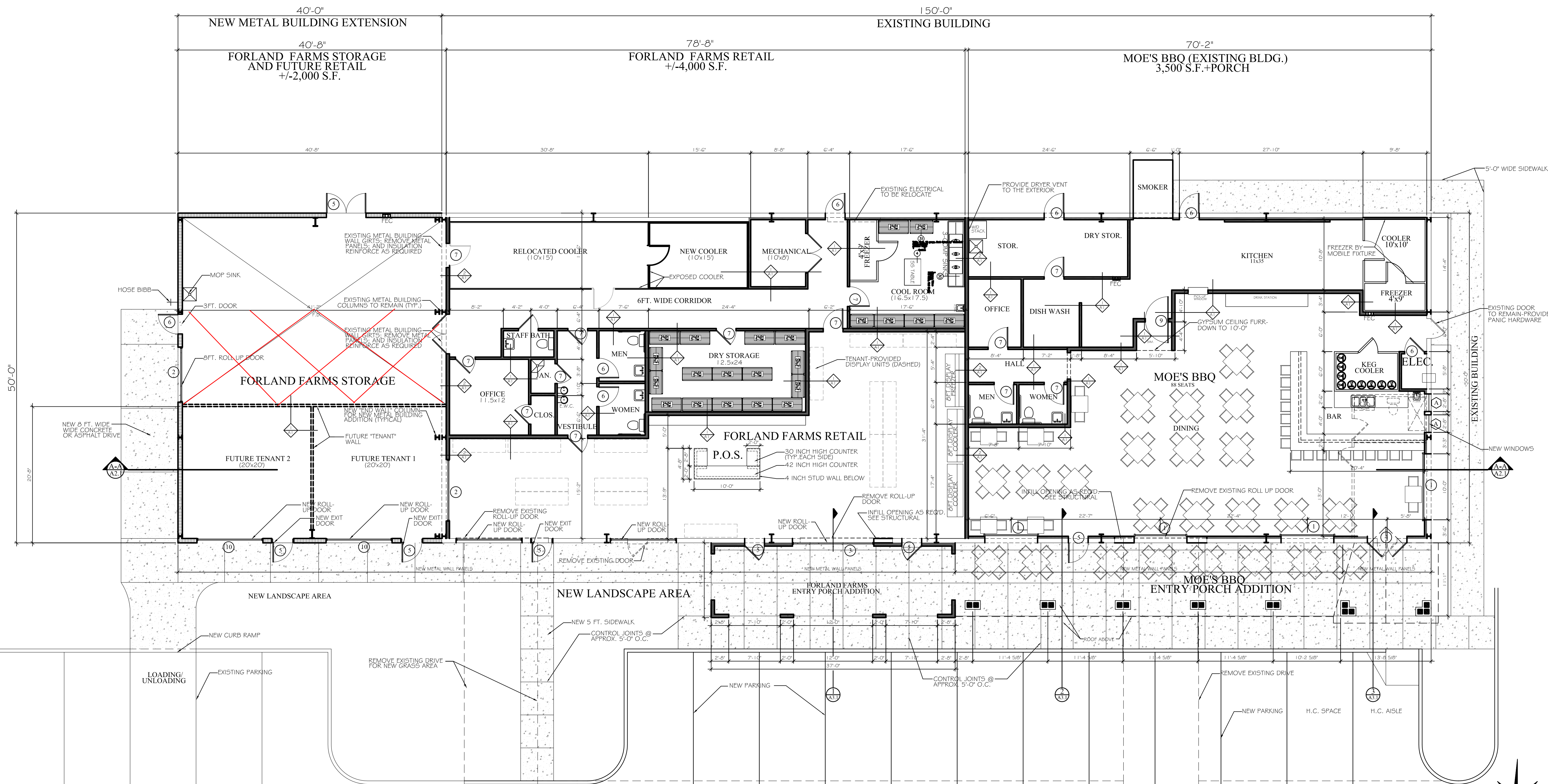
TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

JOB NO.:
DRAWN: CAB
CHECKED: SBM
DATE: 6.20.14
REVISION:

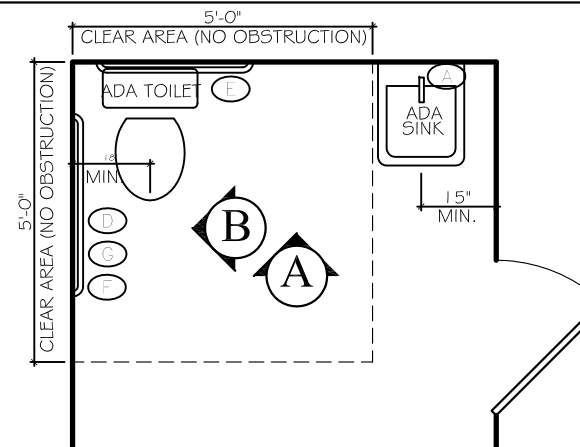
SCALE:
SHEET NO.:

A1.1

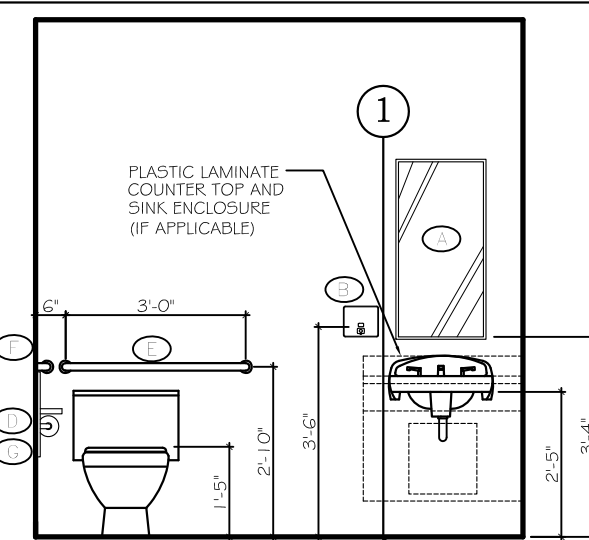
FLOOR PLAN, DETAILS
AND SCHEDULES



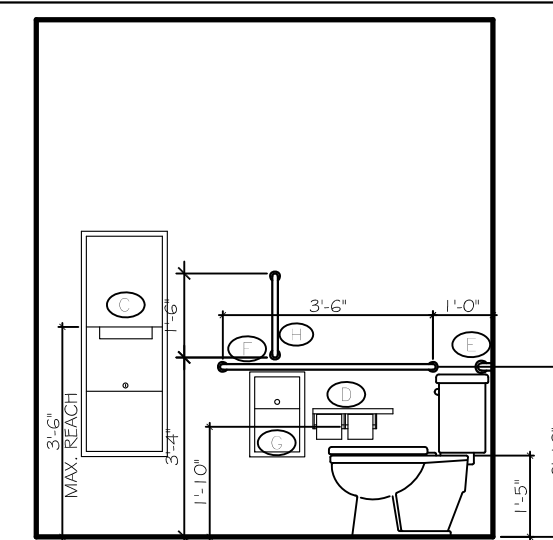
TYPICAL MEN & WOMEN BATHROOM FIXTURE DETAILS



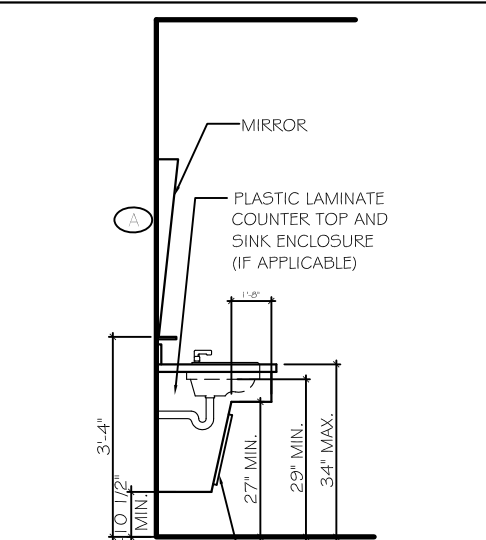
ACCESSIBLE TOILET ROOM
FLOOR PLAN
NOT TO SCALE



A ELEVATION
NOT TO SCALE



B ELEVATION
NOT TO SCALE



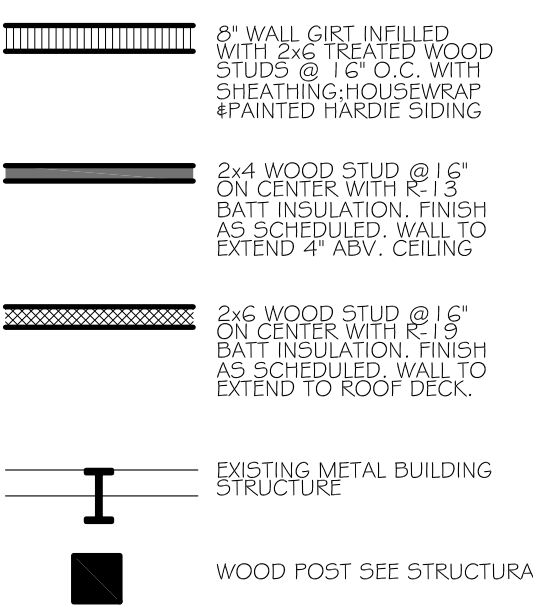
1 VANITY SECTION
NOT TO SCALE

ACCESSORIES SCHEDULE

SYMBOL	DESCRIPTION
○	ACCESSIBLE MIRROR UNIT (MIR)
○	SOAP DISPENSER (SD)
○	PAPER TOWEL DISP./WASTE RECEPT. (PTD)
○	TOILET PAPER DISPENSER (TPD)
○	36" REAR GRAB BAR (GB)
○	42" SIDE GRAB BAR (GB)
○	SANITARY NAPKIN DISPOSAL (SND)
○	18" VERTICAL GRAB BAR

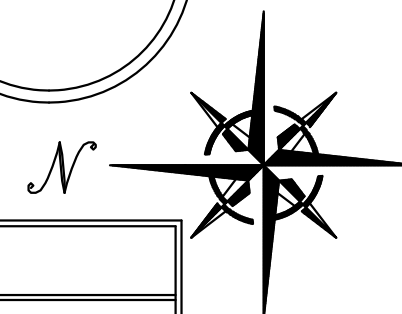
NOTE: PROVIDE BLOCKING IN WALLS AS REQUIRED FOR ALL ACCESSORIES.

WALL LEGEND



FLOOR PLAN

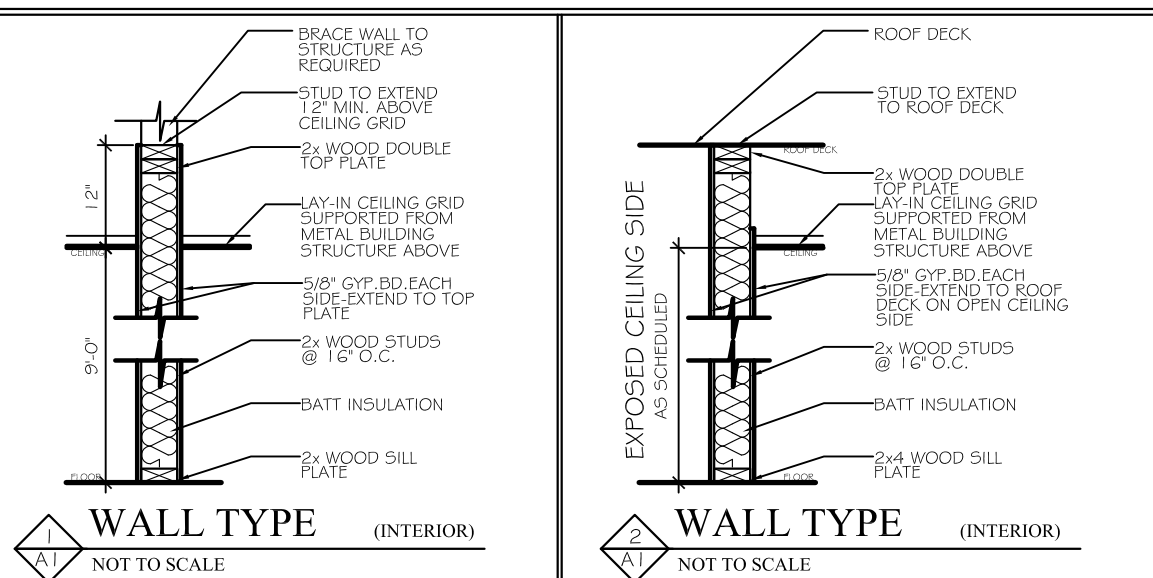
SCALE: 1/8" = 1'-0"



ROOM FINISH SCHEDULE

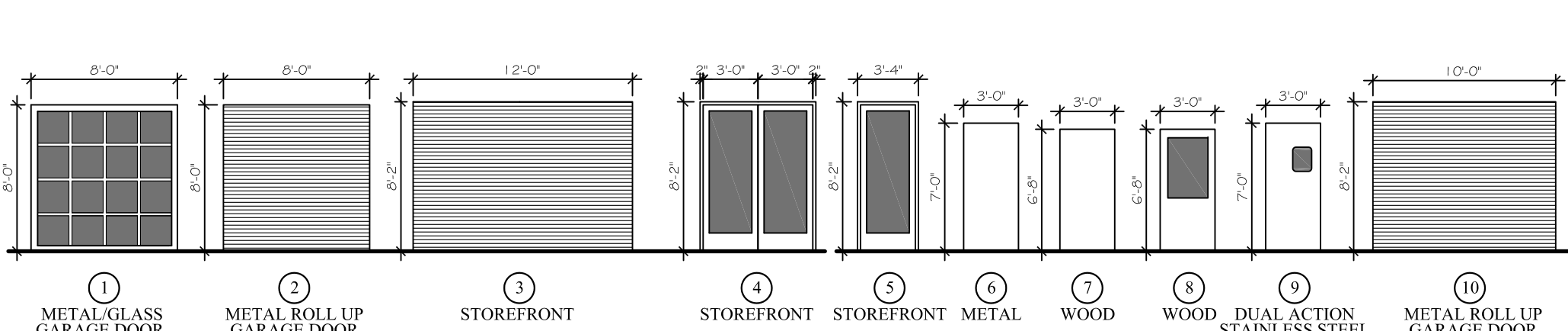
ROOM NAME	FLOOR	FLOORS	BASE MATERIALS	WALLS	FINISH MATERIAL	CEILING	FINISH/HEIGHT	REMARKS
MOE'S								
COVERED PORCH	STAINED CONC.	-	METAL BLDG.	-	HARDIE*	PAINT	10'-8"	HARDIE PANELS WITH 1x2 BATTIS 4 FT. O.C.
DINING AREA	STAINED CONC.	WOOD	METALGYP.*	PAINT	EXPOSED M.B.	PAINT	OPEN	*42" HIGH CORRUGATED METAL WAINSCOT
ELECTRICAL	STAINED CONC.	GYP.	-	PAINT	V.A.C.T.	-	11'-0"	*FRP UP TO 42"
BAR	QUARRY TILE	Q.TILE	FRP/GYP.*	PAINT	V.A.C.T.	-	11'-0"	*FRP UP TO 42"
HALL	STAINED CONC.	WOOD	METALGYP.*	PAINT	EXPOSED M.B.	PAINT	OPEN	*42" HIGH C.M. WAINSCOT
MEN	TILE	TILE	C.M.	-	A.C.T.*	-	9'-0"	
WOMEN	TILE	TILE	C.M.	-	A.C.T.*	-	9'-0"	
KITCHEN	QUARRY TILE	Q.TILE	FRP	PAINT	V.A.C.T.	-	10'-0"	
DISHWASH	QUARRY TILE	Q.TILE	FRP	PAINT	V.A.C.T.	-	10'-0"	
DRY STORAGE	QUARRY TILE	Q.TILE	FRP	PAINT	V.A.C.T.	-	10'-0"	
OFFICE	STAINED CONC.	WOOD	GYP.	PAINT	A.C.T.	-	9'-0"	
FORLAND FARMS								
COVERED PORCH	STAINED CONC.	-	METAL BLDG.	-	HARDIE*	PAINT	10'-8"	HARDIE PANELS WITH 1x2 BATTIS 4 FT. O.C.
RETAIL	STAINED CONC.	WOOD	METALWOOD*	PAINT	EXPOSED M.B.	PAINT	OPEN	*HARDIE PANELS WITH 1x2 BATTIS 4 FT. O.C. ABOVE RET. TO BE PAINTED PLANKWOOD W/ 2" BATTIS
COOL ROOM	QUARRY TILE	Q.TILE	FRP	PAINT	V.A.C.T.	-	9'-0"	
MECHANICAL	SEALED CONC.	VINYL	GYP.	PAINT	OPEN	-	-	
NEW COOLER	-	-	-	-	A.C.T.*	-	-	*CEILING SYSTEM TO RUN ABOVE COOLER UNIT
EXISTING COOLER	-	-	-	-	A.C.T.*	-	-	*CEILING SYSTEM TO RUN ABOVE COOLER UNIT
6FT. CORRIDOR	SEALED CONC.	VINYL	GYP.	PAINT	A.C.T.	-	9'-0"	
DRY STORAGE	SEALED CONC.	VINYL	GYP.	PAINT	A.C.T.	-	9'-0"	
MEN	TILE	TILE	C.M.	PAINT	A.C.T.	PAINT	9'-0"	*EPOXY PAINT
WOMEN	TILE	TILE	C.M.	PAINT	A.C.T.	PAINT	9'-0"	*EPOXY PAINT
STORAGE	SEALED CONC.	VINYL	GYP.	PAINT	A.C.T.	-	9'-0"	
JANITOR	SEALED CONC.	VINYL	GYP.	PAINT	A.C.T.	-	9'-0"	
STAFF BATH	TILE	GYP.	-	PAINT	GYP.	PAINT	9'-0"	*EPOXY PAINT
OFFICE	SEALED CONC.	VINYL	GYP.	PAINT	A.C.T.	-	9'-0"	
FUTURE TENANT 1	SEALED CONC.	VINYL	GYP.	PAINT	OPEN	-	-	
FUTURE TENANT 2	SEALED CONC.	VINYL	GYP.	PAINT	OPEN	-	-	
FORLAND STORAGE	SEALED CONC.	-	METAL BLDG.	-	OPEN	-	-	

WALL TYPES



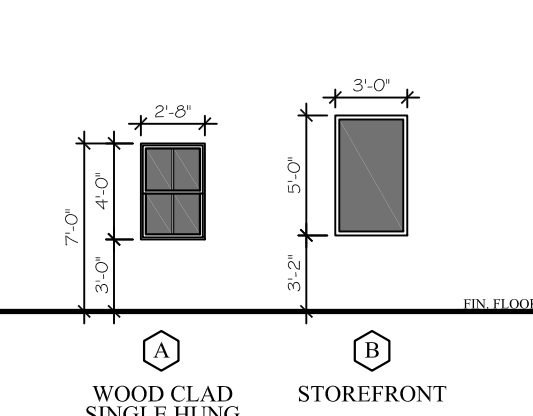
DOOR TYPES

NOTE: ALL EXTERIOR DOORS/STOREFRONT TO BE LARGE MISSILE IMPACT RATED.



WINDOW TYPES

NOTE: ALL EXTERIOR WINDOWS TO BE LARGE MISSILE IMPACT RATED.



ABBREVIATIONS

P.T. O.C. FRP MIN. CONC. EA.	PRESSURE TREATED ON CENTER FIBER-REINFORCED PANEL MINIMUM CONCRETE EACH	F.F.E. GYP. BD. M.R. GYP. C.M. A.C.T. V.A.C.T.	FINISHED FLOOR ELEVATION GYPSUM BOARD MOISTURE RESISTANT GYPSUM BOARD CORRUGATED METAL PANEL ACUSTICAL CEILING TILE VINYL ACUSTICAL CEILING TILE
---	--	---	--