

City of

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# FOLEY

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*Economic Development Department*

407 East Laurel Avenue ❖ P.O. Box 1750 ❖ Foley, AL 36536

(251) 943-1545 ❖ Fax (251) 952-4014

[www.cityoffoley.org](http://www.cityoffoley.org)

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March 7, 2013

Mrs. Julie Robinson  
3661 Cotton Bay Drive West  
Gulf Shores, Alabama 36542

Re: Proposal to Lease

Dear Julie:

Please review this Letter of Intent from the City of Foley, which includes basic terms and conditions upon which the City of Foley would be willing to consider entering into a Sub Lease with:

1. Landlord: City of Foley
2. Tenant: Mrs. Julie Robinson
3. Corporations: If signing entity is a corporation, Tenant's Corporation Resolution must be executed by the Tenant and delivered to the Landlord prior to Lease execution.
4. Guarantors: Mrs. Julie Robinson
5. Tenant's Trade Name: TBD
6. Use: Retail sale of bath and body products.
7. Project Location: 111 West Laurel Avenue, Foley, Alabama
8. Premises: The premises contains approximately 1,300 square feet of gross leasable area.
9. Lease Term: The initial Lease Term shall coincide with the City's agreement with the Baldwin Museum Foundation. The term of the contract is annual beginning on the first day of October and ending on the last day of September of each year.

10. Base Annual Rent: Rent is waived for providing in-kind services, opening and closing the Holmes Medical Museum and maintaining a sign-in sheet for visitors touring the Museum during Tenant's normal operating hours.
11. Indemnification: Tenant shall indemnify the City against all expenses, liabilities and claims of any kind including reasonable counsel fees by or on behalf of any person or entity arising out of either.
12. Insurance: Tenant agrees to carry, at Tenant's expense, not less than \$1,000,000.00 in Liability Insurance with an "A" rated or better insurance company licensed to operate in the State of Alabama. Policy shall name the City of Foley, and any other party designated by the City, as an additional insured on such policy and provide the City of Foley with proof that insurance is in force. Said insurance shall be non-cancellable without written notice to the City thirty (30) days prior to cancellation.
13. Maintenance: Tenant shall maintain the interior of the premises, HVAC system, plumbing, electrical and store front doors and windows.
14. Condition of the Premises: The City shall deliver the premises as-is. Any improvements will be at Tenant's expense. Tenant agrees to coordinate with Sidney Kaiser, President, Baldwin Museum Foundation, P. O. Box 546, Foley, Alabama 36536, on all changes or improvements to the premises.
15. Lease Commencement Date: Lease shall commence 60 days after space is accepted by Tenant or whenever Tenant opens the business to the public, whichever comes first.
16. Parking: No reserved parking.
17. Signage: All signage is subject to the City's and local government's approval. All costs associated with the installation and fabrication of said Tenant's signage shall be paid solely by Tenant.
18. Utilities: Tenant will be responsible for paying the City a flat rate fee of \$150.00 monthly, due by the 10<sup>th</sup> day of the following month.
19. Address for Notices:
  - Landlord:
    - City of Foley
    - 407 East Laurel Avenue
    - Foley, Alabama 36535
  - Tenant:
    - Mrs. Julie Robinson
    - 3661 Cotton Bay Drive West
    - Gulf Shores, Alabama 36542

20. Operating Covenant: Tenant will be required to open for business in the premises as a fully stocked and staffed business within 60 days after delivery of possession.
21. Lease Document: The City's Sub-Lease shall be used in the transaction.
22. Contingencies:
  - (a) City approval
  - (b) Mutually executed Lease Documents

The City of Foley and Tenant acknowledge that this proposal is not a Lease and that it is intended as the basis for preparation of a Lease by the City of Foley. The Lease shall be subject to all parties' approval and only a fully executed lease shall constitute a Lease for the premises. The City makes no warranty or representation to Tenant that acceptance of this proposal will guarantee the execution of a Lease for the premises. The final Lease document shall incorporate the provisions contained in this proposal and any other provisions upon which the City of Foley and Tenant may mutually agree.

Sincerely,



Jeff Rouzie  
Director of Economic Development  
City of Foley, Alabama