

LEASE AGREEMENT

THIS LEASE AGREEMENT is made effective as of the 1st day of April, 2023, by and between, **Boss Hawg Investments, LLC** of the State of Alabama (hereinafter called the "Lessor") and **City of Foley**, (hereinafter called the "Lessee").

RECITALS:

WHEREAS, **Boss Hawg Investments, LLC** is the Lessor of the property located at 20733 Mifflin Road, Building B, Space B, Foley, Alabama; and

WHEREAS, the Lessor and Lessee desire to enter into an agreement for lease, 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 Lessor and the Lessee agree as follows:

1. **LEASED PREMISES.** The Lessor does hereby lease to Lessee, and Lessee hereby lease from the Lessor the said Leased Premises, approximately 400 square feet, commencing on the 1st day of April, 2023 (the "Commencement Date").

2. **TERM.** The term of this lease 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 lease, the Lessor hereby retains the right to terminate this lease at any time upon notice to the Lessee or Lessor, 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 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 Lessee shall pay rent to the Lessor in the amount of **\$400.00** per month, due by the 10th day of each month. Monthly rental shall commence upon the opening of Owner's business, or thirty (30) days after Commencement Date. Rent for any partial month shall be prorated.

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

5. **USE.** The Leased Premises shall be used and occupied by Lessee 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 Lessor, which consent may be withheld or conditioned at the Lessor's sole discretion. Lessee shall open for business within thirty (30) days after the Commencement Date. Rent is due on 1st of the month.

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

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

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

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

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

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

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

13. **DEFAULT.** The Lessor may terminate this lease in the event: (a) Lessee breaches or fails to perform any of its obligations or agreements as set forth herein, and after ten (10) days written notice by the Lessor to Lessee, Lessee fails to cure said breach or default or fails to perform those acts required by it hereunder to be performed; (b) Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the Lessee, 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 Lessee; or (c) Lessee shall cease operation of its business in, vacates or abandons the Leased Premises. In the event the lessor terminated this lease, the Lessee shall immediately surrender possession of the Leased Premises to the Lessor. The Lessor's right of termination for default is in addition to all other rights and remedies given hereunder, or by Jaw 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

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Lessee's breach or failure to perform its obligations hereunder, the Lessee 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 lease.

14. **INDEMNITY.** The Lessee or its assigns shall indemnify, defend and hold harmless the Lessor under the Lease Agreement from and against any and all claims, damages, losses and reasonable attorney's fees, arising out of or resulting from Lessee's lease 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 Lessee or for the lessor, 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:

**Boss Hawg Investments,
LLC:**

Mark White, President
6423 Bay Front Park Dr
Daphne, AL 36526

City of Foley:

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

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

17. **LIABILITY INSURANCE.** The Lessee shall maintain at the Lessee's expense public liability insurance with an insurance company licensed to operate in the State of Alabama covering the Lessee'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 Lessee shall furnish the Owner a Certificate of Insurance as evidence of compliance with this requirement and shall name the Lessor under the Lease Agreement and any other party designated by the Lessor as an additional insured under such policy. Said insurance shall be non-cancellable without written notice to the Lessor at least thirty (30) days prior to cancellation.

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

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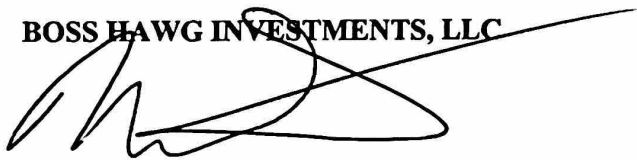
19. **WAIVER OF SUBROGATION.** Anything in this lease to the contrary notwithstanding, Lessee and the Lessor each hereby waives (to the extent that the party sustaining such loss is compensated by insurance proceeds) any and all rights of recovery, claim, action or cause of action, against the other or against the Lessor 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 Lessee and the Lessor 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 Lessee or the Lessor.

20. **ASSIGNMENT: LEASE.** Each and every transfer, assignment or lease of the lease by the Lessee, or any interest herein, shall be null and void, unless the written consent of the Lessor be first obtained thereto, which consent may be withheld at the Lessor'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 lease to be executed on the date appearing together with their signatures below.

BOSS HAWG INVESTMENTS, LLC



By: Mark White, President

Date: 3/29/23

ATTEST:

By: 

Date: 3/29/23

CITY OF FOLEY

By: Ralph Hellmich, Mayor

Date: _____

ATTEST:

By: _____

Date: _____