

LEASE AGREEMENT

This Lease Agreement ("Lease Agreement") is entered into as of this the ____ day of _____, 2021, by and between **WILLIAMSON COUNTY, TENNESSEE**, a governmental entity of the State of Tennessee ("Owner") on behalf of the Williamson County Office of Public Safety ("Office of Public Safety"), and the **TOWN OF NOLENSVILLE, TENNESSEE** ("Tenant") concerning the lease of a facility on improved property located at 7347 Nolensville Road, Nolensville, Tennessee, for the limited use as fire, emergency, and non-emergency response for the district serviced by Station 16.

Witnesseth:

1. **Location.** The Owner hereby leases to the Tenant, the facility located at 7347 Nolensville Road, Nolensville, Tennessee which is located in Williamson County, Tennessee ("Leased Premises"). Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Owner covenants and warrants that Owner is the true and lawful owner of the Leased Premises and has full power to let and lease the Leased Premises.

2. **Tenant's Covenants.**

A. Use. Tenant shall only use the Leased Premises for fire, emergency, and non-emergency response activities and in a manner that does not cause a nuisance, at the determination of the Owner, or violate any applicable law, ordinance, or this Lease Agreement. The Tenant shall not use or occupy the Leased Premises in violation of any present or future applicable law, regulation, or ordinance, or any term or condition of this Lease Agreement, and shall immediately discontinue any use of the Leased Premises which is declared by any governmental authority having jurisdiction to be a violation of law, ordinance, statute, or which is deemed an unauthorized use of the Leased Premises by the Owner. **Tenant understands that the Leased Premises and surrounding property shall not be used for any use not related to fire protection or emergency response activities including, but not limited to, storage of personal property, and/or operation of any business activities or ventures. Tenant does not permit, under any circumstances, any of its fire and emergency response employees or volunteers to use the Leased Premises as their legal residence. Violation of this subsection shall be a material breach of this Lease Agreement and upon providing notice to the Tenant, Owner may, in its discretion, terminate this Lease Agreement immediately or may suspend or prohibit any overnight stay by Tenant's personnel or volunteers in the Leased Premises.**

B. Overnight Stay. On-duty and on-call firefighter and emergency response members may occupy bunkrooms for sleeping so long as the individual is on-duty or on-call and overall station operations are not compromised. Tenant shall make available two (2) bedrooms for use by Owner's, on-duty volunteer firefighters and emergency response members upon request by the Office of Public Safety as otherwise deemed necessary by the Office of Public Safety. Nothing herein shall be construed to have created a lessor lessee relationship between Owner and any Town personnel occupying the Leased Premises.

C. Renovations. Tenant is authorized to conduct renovations to the Leased Premises subject to the approval of the Owner and full compliance with the terms of this Lease Agreement. Tenant shall be solely responsible for all costs associated with the renovations. Prior to conducting any renovations to the Leased Premises, Tenant shall provide all construction plans to the Williamson County Mayor's office for review, comment, and approval prior to initiating any actions associated with the renovations. Tenant shall use only qualified licensed contractors to conduct the renovations and shall be responsible for any actions or inactions of the contractors. Tenant agrees to permit Owner access to the Leased Premises to inspect the Leased Premises at any time during regular County business hours. Tenant shall be solely responsible for ensuring the construction work is conducted in accordance with the approved construction plans. Should construction work be conducted that is not in accordance with the construction plans then Tenant shall, at no cost in time or money to Williamson County, ensure the work is corrected and in conformance with the construction plans and all building codes. Tenant shall be solely responsible for obtaining all permits and approvals required to conduct the renovations.

D. Additional Personnel. The parties acknowledge that it is essential for residents of Williamson County that fire prevention and emergency response services are provided to its residents. The parties agree that Owner reserves the right to locate other Williamson County fire prevention or emergency response units on the Leased Premises at the Owner's discretion and without notice to the Tenant. The Tenant shall provide access to all areas of the Leased Premises to any fire prevention and emergency response units relocated to the Leased Premises to provide fire prevention and emergency response services on behalf of Owner. All fire prevention and emergency response units shall be bound by the terms, conditions, and restrictions contained in this Lease Agreement.

E. Unlawful, Improper, or Offensive Use. Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any use or occupancy thereof contrary to any of the terms of this Lease Agreement, any laws of the State of Tennessee, or any ordinance of the Owner or other local jurisdiction, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof. Tenant shall be solely and fully responsible for all damages and injuries which are a result of any action that is in violation of this subsection (E).

E. Interest in the Lease Premises. Tenant agrees that it shall have no ownership interest in the Leased Premises, furniture, equipment, or supplies that are owned or leased by Owner.

F. Upkeep of Lawn. Tenant shall be responsible for maintaining the surrounding property in a neat and clean manner.

G. Compliance with Owner Rules and Regulations. Tenant shall not use the Leased Premises for any purpose that violates the rules and regulations for use of Williamson County owned property.

3. **Term.** The initial term of this Lease Agreement shall be for three (3) years and shall commence on July 1, 2021 and shall end on June 30, 2024 with such rights of termination as are hereinafter expressly set forth. This Lease Agreement may be extended for three (3) additional terms of three (3) years each. In no event shall this Lease Agreement exceed beyond June 30, 2033. Renewals shall be exercised prior to the expiration of the term in the discretion of the Owner which shall be evidenced by a fully executed amendment. To be effective, amendments to extend this Lease Agreement shall be approved for form by the Williamson County Attorney's Office and the Department of Finance and signed by the Williamson County Mayor.

4. **Rental.** The annual rental rate of One and 00/100 Dollar (\$1.00) for the Leased Premises is payable by Tenant in one (1) annual payment due each year prior to July 31 of each annual term. In addition to the rental rate, Tenant shall be responsible for all costs associated with the use, upkeep, maintenance, and operation of the Leased Premises unless otherwise specified herein. Rent shall be paid to Owner at the address specified in Paragraph 9, or to such other address as the Owner may designate by a notice in writing.

5. **Possession.** Tenant shall be entitled to possession on the first day of the term of this Lease Agreement and shall yield possession to the Owner on the last day of this Lease Agreement, unless otherwise terminated by the Owner or as agreed in writing by the parties to extend the term of this Lease Agreement. At the expiration of this Lease Agreement, Tenant shall remove all personal property owned or leased by the Tenant and peaceably yield up the Leased Premises to Owner. Tenant shall be entitled to reasonable nonexclusive use of the parking area.

6. **Warranty.** Tenant expressly assumes full responsibility for all persons connected with Tenant's use of the Leased Premises regardless of relationship, including all its employees, agents, members, invitees, visitors, paying customers, licensees, and participants in the provision of services. Tenant warrants that Tenant, its officers, employees, volunteers, agents, or anyone acting on behalf of Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any use or occupancy thereof contrary to any law of the State or any ordinance of Williamson County, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof.

7. **Termination for Convenience.** Either the Tenant or Owner may terminate this Lease Agreement at any time by giving written notice to the other party at least ninety (90) days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing.

8. **Termination for Cause.**

A. Tenant. The Tenant may, in its sole discretion, terminate this Lease Agreement at any time for any of the following causes: (a) Misrepresentations committed during the negotiation, execution, or term of this Lease Agreement; or (b) Any other material breach of the terms of this Lease Agreement by Owner which is not adequately remedied within thirty (30) days of the mailing of written notice thereof to Owner.

B. Owner. The Owner may, in its sole discretion, terminate this Lease Agreement at any time for any of the following causes: (a) The Tenant fails to pay any amounts due to Owner under this Lease Agreement in the manner as provided in this Lease Agreement; (b) Failure by the Tenant to maintain the Leased Premises in a clean and orderly manner; (c) Tenant uses the Leased Premises in any unlawful manner; (d) Tenant dissolves or ceases doing business as a non-profit entity or becomes insolvent or bankrupt; (e) Tenant abandons the Leased Premises before the end of the term; or (f) Any other breach of the material terms of this Lease Agreement by Tenant which is not adequately remedied within thirty (30) days of the mailing of written notice thereof to Tenant. Upon default by Tenant, Owner may exercise the following remedies, in its sole discretion: Declare the total rent under this Lease Agreement due and payable in full for the remaining term and to take immediate possession of the Leased Premises; or Terminate this Lease Agreement by giving the Tenant written notice of termination, which shall not excuse any breach of this Lease Agreement by Tenant. Upon termination based on breach of this Lease Agreement, Tenant shall pay the total rent due together with all other costs, expenses, or damages incurred by the Owner as a result of the breach of this Lease Agreement.

9. **Notice.**

A. Delivery. Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Lease Agreement may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient.

B. Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

C. Addresses.

i. Owner: Williamson County, Tennessee
Williamson County Mayor's Office
1320 West Main Street, Suite 125
Franklin, TN 37064

ii. Tenant: Town of Nolensville, Tennessee

10. **Assignment and Subletting.** This Lease Agreement cannot be assigned or subleased by either party.

11. **Inspection.** The Owner reserves the right to enter and inspect the Leased Premises in its discretion Monday thru Friday 8 am to 5 pm to render services and make any necessary repairs to the Leased Premises for which it is obligated under this Lease Agreement. Owner may enter the Leased Premises at any time should it determine an emergency exists, or to conduct needed repairs or for the provision of janitorial services if included in this Lease Agreement.

12. **Non Structural Alterations.**

A. No addition, erection, installation, or other physical nonstructural alteration of the Leased Premises shall be made without the prior approval of the Owner. Prior to making any changes to the Leased Premises, Tenant shall submit to the Owner plans and layouts of such decorations or installations for approval by the Owner. All approvals will be granted or denied in the Owner's sole discretion which shall not be unreasonably withheld. Tenant shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations.

B. In the event the Owner approves of any addition, erection, installation, or other physical alteration, Tenant bears the sole responsibility and cost of restoring the Leased Premises to the same or better condition in which the Tenant first accepted the Leased Premises.

C. Tenant is prohibited from changing or removing locks or hardware on any door in the Leased Premises unless prior written consent is obtained by the Owner.

13. **Obligation to Secure the Leased Premises.** Tenant agrees that it will be solely responsible for ensuring that all equipment, computers, supplies, and any other material or items will be secured in the Leased Premises. Owner shall not be responsible for any loss or damage to any computers, equipment, documents, or other items owned, leased, or used by Tenant.

14. **Surrender of Possession.** Upon termination or expiration of this Lease Agreement, the Tenant will peaceably surrender to the Owner the Leased Premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, act of God, or circumstances over which the Tenant has no control or for which Owner is responsible pursuant to this Lease Agreement excepted. Owner shall not be responsible for any items, fixtures, equipment, material, or any other item owned or leased by the Tenant which remains in the Leased Premises beyond the termination of this Lease Agreement.

15. **Quiet Possession.** The Owner agrees that the Tenant, in keeping and performing covenants contained herein or on the part of the Tenant to be kept and performed, shall at all times during the existence of this Lease Agreement peaceably and quietly have, hold, and enjoy the Leased Premises, without suit or hindrance from the Owner, or any person claiming under the Owner.

16. **Repair and Maintenance.** During the term of this Lease Agreement, the Owner shall for maintenance and repair of the plumbing, heating, electrical, air conditioning, and ventilating equipment to the end that all such facilities are kept in good operating condition by the Tenant except in case of damage arising from a willful or negligent act of the Tenant, Tenant's agent, invitee, or employee. In case Owner, after notice in writing from the Tenant requiring the Owner to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply therewith within thirty (30) days of receipt of the notice, or in the event of an emergency constituting a hazard to the health or safety of the Tenant's employees, property, or invitees, the Tenant may perform such maintenance or make such repair at its own cost and may deduct the amount thereof from the rent that may then be or thereafter become due hereunder. Tenant shall be solely responsible for all other maintenance and repairs.

17. **Insurance.** Without limiting its liability under this Lease Agreement, the Tenant will procure and maintain at Tenant's expense during the life of this Lease Agreement all applicable insurance types and in the minimum amounts stated as follows:

A. General Liability - Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:

- | | | |
|------|--|-----------------------------|
| i. | Per Occurrence limit of not less than | \$ 1,000,000 |
| ii. | General Aggregate will not be less than | \$ 1,000,000 |
| iii. | Medical Expense Limit will not be less than | \$ 5,000 on any one person. |
| iv. | Completed Operations, including on-going operations in favor of the Additional Insured | |
| v. | Contractual Liability | |

- vi. Personal Injury
- B. Umbrella Excess Liability
 - i. \$ 1,000,000 over primary insurance
- C. Workers Compensation
 - i. State: Statutory
 - ii. Employer's Liability:
 - \$ 1,000,000 per Accident
 - \$ 1,000,000 Disease, Policy Limit
 - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County Government as an Additional Insured with respect to this Lease Agreement only. The insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. At the time of execution of this Lease Agreement, Tenant shall provide Owner a Certificate of Insurance evidencing that maintenance of the insurance will be furnished to Williamson County Government Risk Management. All insurance provided in compliance with this Lease Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the Owner. Tenant is urged to purchase and maintain property insurance for its property.

18. **Copyrights, Royalties, and Trademarks.** Tenant warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Tenant's use of the Leased Premises unless Tenant has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. Tenant shall comply strictly with all laws respecting copyright, royalties and trademarks, and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Leased Premises. Tenant shall indemnify and hold Owner and its officers, agents, and employees harmless from all claims, losses, and damages (including court costs and attorney fees) with respect to such copyright, royalty, or trademark rights.

19. **Choice of Law/Venue.** This Lease Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Lease Agreement or its attachment becomes subject to litigation, exclusive venue for such action will be in Williamson County, Tennessee or in a federal court with jurisdiction over Williamson County.

20. **Employment Practices.** Tenant shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.

21. **Abandoned Property.** Any property remaining in the Leased Premises or any property stored by Owner which has not been claimed by Tenant within ten (10) days after the expiration of this Lease Agreement shall be deemed abandoned by Tenant. At Owner's option, Owner may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Tenant's sole expense and risk. Tenant hereby waives any right to claim the value thereof or damages therefore. Tenant shall be liable to Owner for: (i) the cost incurred by Owner in disposing of or destroying the abandoned property and (ii) the cost of storing it if Owner elects to store it for Tenant.

22. **Appropriations.** All terms and conditions of this Lease Agreement are made subject to the continued appropriations by the appropriate Legislative Body.

23. **Destruction.** If the Leased Premises is destroyed by fire or other casualty this Lease Agreement shall terminate with no further obligations from the Owner. If such casualty shall render ten percent (10%) or less of the floor space of the Leased Premises unusable for the purpose intended, Owner shall effect restoration of the Leased Premises as is reasonably possible.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction in Owner's sole opinion, Owner shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within thirty (30) calendar days after such destruction, or if such notice shall specify that such necessary repairs will require more than ninety (90) days to complete from date such notice is given, Tenant, in either such event, at its option, may terminate this Lease Agreement or, upon notice to Owner, may elect to undertake the necessary repairs itself, deducting the cost thereof from the rent to become due under this Lease Agreement. Repairs may only be conducted by Tenant after written authorization is granted by the Owner.

In the event the Tenant remains in possession of the Leased Premises though partially destroyed, the rent as herein provided shall be reduced by the same ratio as the net square feet the Tenant is thus precluded from occupying bears to the total net square feet in the Leased Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

24. **Services and Utilities.** The Tenant shall be responsible for the provision and furnishing, during the term of this Lease Agreement at Tenant's cost, janitorial services and paper products for all areas of the Leased Premises and outside the Leased Premises. Tenant shall ensure trash containers in the Leased Premises are periodically emptied and sweep or vacuum the Leased Premises on an as needed basis. Tenant will be responsible for removing the trash from the Leased Premises and disposing of it in accordance with applicable law. Tenant shall be responsible for obtaining and paying for all utilities, telephone, telecommunication data, and internet services. Any additional services will need to be agreed upon in writing by the parties.

25. **Time of Essence.** Time is of the essence of this Lease Agreement, and the terms and provisions of this Lease Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto.

26. **Health and Safety.**

A. Tenant shall conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Lease Agreement. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. The Tenant's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.

B. If death, serious injuries, or serious property damage are caused, Tenant agrees to immediately report such incident to Williamson County Government Risk Management at (615) 790-5466 during business hours, or at (615) 791-6200 (requesting dispatch), after business hours, holidays and weekends.

27. **Severability.** In the event that any section and/or term of this Lease Agreement is found by a court of competent jurisdiction to be in contravention of the Constitution of this State or of the United States, or any law of this State, such section and/or term is to be severable from the remainder of this Lease Agreement, and the remaining sections and/or terms are to be fully enforceable.

28. **Hazardous Material.** Owner shall not bring upon the Leased Premises any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the Williamson County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Leased Premises.

29. **Compliance with Laws.** Tenant shall at all times keep and maintain the Leased Premises in compliance with all applicable laws, ordinances, statutes, rules, regulations, orders, and requirements of all federal, state, county and municipal governments and of all other governmental agencies or authorities

having or claiming jurisdiction over the Leased Premises or the business activities conducted thereon or therein.

30. **Holding Over.** In the event the Tenant remains in possession of the Leased Premises after the expiration of the lease term, or any extension thereof, this Lease Agreement shall be automatically extended on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

31. **Prohibition of Encumbrances.** The parties shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

32. **Americans with Disabilities Act.** Tenant shall, at its sole expense, maintain the Leased Premises in full compliance with all applicable federal, state or municipal laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Americans With Disabilities Act, and all regulations and guidelines promulgated under any of the foregoing, as the same may be amended from time to time.

33. **Service Animals.** No animals are permitted in the Leased Premises except for service animals that are specifically trained to perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

34. **Waiver of Default.** No failure by either party to insist upon the strict performance of any term or condition of this Lease Agreement or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any breach shall constitute a waiver of any breach of any term or condition. No obligation of this Lease Agreement which either party is required to perform, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by the parties. No waiver of any breach shall affect or alter any term or condition in full force and effect with respect to any other then existing or subsequent breach.

35. **Assumption of Responsibility.** Tenant assumes full responsibility for all persons acting on behalf of or through Tenant with respect to Tenant's use of the Leased Premises, including Tenant's employees, agents, and invitees. The Owner assumes responsibility for all persons acting by or under direction of the Owner with respect to its obligations of this Lease Agreement, including Owner's employees, agents, and invitees.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their duly authorized representatives as of the date recorded above.

OWNER:
Williamson County, Tennessee

TENANT:
Town of Nolensville, Tennessee

By: _____
Rogers Anderson, Williamson County Mayor

By: _____
Signature

By: _____
Bill Jorgensen, Office of Public Safety Director

By: _____
Name and Title

By: _____
Wayne Franklin, Risk Manager

By: _____
Williamson County Attorney