

STATE OF ALABAMA )

COUNTY OF BALDWIN )

**LEASE AGREEMENT**

This LEASE AGREEMENT (“LEASE”) is made and entered into on this the 20th day of October, 2020, by and between the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama and a political subdivision of the State of Alabama (hereinafter called “Lessor”) and BALDWIN COURT SERVICES, INC., a domestic non-profit corporation identified under Entity ID Number 550-760 in the Office of the Secretary of State of the State of Alabama (hereinafter called “Lessee”).

**WITNESSETH:**

WHEREAS, the Lessor controls the property of Baldwin County, Alabama, and is required to designate space in the courthouses for the use of the courts [§11-3-11, Code of Alabama (1975), as amended, and Act No. 239 (1931), as amended]; and

WHEREAS, the Lessor is specifically required by Rule 3 of the Rules of Judicial Administration to furnish and maintain courtrooms and offices for court officials and employees which said Rule also provides that utilities and other necessary facilities shall be furnished in accordance with standards as prescribed by the Administrative Director of Courts, except that long-distance telephone charges for judges shall be paid by the judicial system (Alabama Rules of Judicial Administration 3); and

WHEREAS, the Lessee is a domestic non-profit corporation which has a contract with the Administrative Director of Courts pursuant to §12-23-1 to §12-23-19, Code of Alabama (1975), as amended, to provide services for the courts in Baldwin County, Alabama; and

WHEREAS, further, the Lessee provides services to the Alabama Department of Human Resources related to persons involved in child custody and child endangerment cases; and

WHEREAS, the Lessor has determined that providing office space within the courthouses located in Baldwin County, Alabama, at a minimal charge or at no cost to the Lessee serves a valid public purpose.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Lessor does hereby LEASE unto Lessee, and the Lessee does hereby LEASE from the Lessor the premises hereinafter described under the following terms and conditions, to-wit:

## **PREMISES**

1. The premises hereby leased by the Lessor to the Lessee (hereinafter "Premises") are described as follows:

1.(a) Place:	Baldwin County (Main) Courthouse
Physical Location:	1 Courthouse Square
Number / Description of Premises:	Bay Minette, Alabama
One (1) Court Referral Room as designated by the Baldwin County Commission	
1.(b) Place:	Baldwin County (Foley) Satellite Courthouse
Physical Location:	210 East Section Street
Number / Description of Premises:	Foley, Alabama
One (1) Court Referral Room as designated by the Baldwin County Commission	
1.(c) Place:	Baldwin County (Fairhope) Satellite Courthouse
Physical Location:	1100 Fairhope Avenue
Number / Description of Premises:	Fairhope, Alabama
One (1) Court Referral Room as designated by the Baldwin County Commission	

## **TERM**

2. The term of this LEASE shall be for a period of **THREE (3) YEARS**, and shall commence on November 5, 2020 at 12:01 am, and shall expire at midnight on November 4, 2023, unless sooner terminated.

3. Either party may terminate this LEASE, with or without cause, by giving the other party at least thirty (30) days advance written notice of termination.

## **RENT**

4. The Lessee shall pay to the Lessor as rental hereunder the sum of **ONE DOLLAR (\$1.00) PER YEAR**. Lessee shall pay each annual rental payment to Lessor on or before November 5 of each of the three term years hereunder, to wit: respectively, November 5, 2020, 2021 and 2022.

5. The Lessee shall pay to the Lessor as additional rent hereunder the sum of **TEN DOLLARS (\$10.00) PER MONTH** for each computer for which Lessor provides Internet connectivity to the Lessee pursuant to the terms of this Lease. Lessee shall be responsible for providing and maintaining up to date antivirus and security measures for their computer(s). Lessee shall at all times comply with all applicable Federal, State, County, local and municipal laws, rules and regulations. Lessee agrees to use the Internet service only for lawful purposes. Lessee will be responsible for any and all liability that may arise out of content transmitted by Lessee or to any person, whether authorized or unauthorized, using the Internet service. Lessor reserves all rights at law and equity to proceed against anyone who uses the Internet service illegally or improperly, and Lessor reserves the right to discontinue this service, in its sole discretion, with or without cause, on ten (10) days written notice. Lessee shall pay each monthly rental payment to Lessor in advance on or before the first day of each month during the term of the LEASE.

#### **DELIVERY AND POSSESSION**

6. Lessor shall deliver to Lessee sole and exclusive possession of the Premises on the commencement date, and Lessor shall accept possession thereof at such time. The Premises are leased "as is" as Lessee acknowledges that it has inspected and is satisfied with the same. Lessor shall not be required to make any alterations or improvements upon the Premises. Lessor shall be responsible for and pay all utilities used in connection with the Premises during the term of this LEASE except that the Lessee shall be responsible and pay for the cost of all long-distance telephone calls.

7. Lessee shall be responsible for any of the personal property which it brings onto the Premises. Further, Lessee shall procure and maintain in effect at all times during the term of this LEASE, at its own expense, a policy of public liability insurance indemnifying the Lessor against all claims whatsoever in the principal sum of not less than **ONE MILLION DOLLARS (\$1,000,000)** with a good and solvent insurance company to be approved by the Lessor. Lessee shall provide Lessor evidence of such insurance and said insurance shall not be subject to cancellation without first providing Lessor with thirty (30) days written notice of such termination.

#### **COVENANTS OF LESSEE**

8. Lessee shall maintain the Premises in as good a condition as the same are upon the inception of this LEASE, normal wear and tear expected. Lessee shall at all times be responsible for, and ensure the cleanliness relating to, bio-hazardous materials including, without limitation, specimen containers and related packaging. Furthermore, Lessee shall make no alterations or changes of or upon the Premises without the prior written consent of the Lessor. Lessee shall not commit or permit waste upon the Premises. Lessee shall not sublet the Premises nor any portion thereof for the whole or any part of the term of this LEASE nor assign the LEASE or any rights hereunder, except upon the prior written consent of the Lessor, and Lessor shall not be bound by any involuntary transfer of any interest or right of Lessee hereunder but it

expressly reserves hereby the right to cancel and annul this LEASE upon the claim of any such transfer.

9. The Lessee shall not use or permit the Premises to be used for any purpose other than the providing of services pursuant to its contract with the Administrative Director of Courts, and arrangements with the Alabama Department of Human Resources, which provides a service and benefit to the courts of Baldwin County, Alabama. Notwithstanding any provisions written herein to the contrary, nothing shall prevent the Baldwin County Commission from moving or relocating Lessee, in whole or in part, to a different but comparable location for whatever reason and in the discretion of the Baldwin County Commission.

10. The Lessee shall defend, indemnify and hold the Lessor harmless from any and all claims for damages of any kind or character, including without limitation, damage to property, injuries to persons, including without limitation, death, and environmental assessment or claims, which may in any manner arise from the LEASE, or the use and occupation of the Premises by the Lessee hereunder. The Lessee's obligations under this paragraph shall survive the termination of the LEASE.

11. The Lessor shall be entitled to enter upon and inspect the Premises at any and all reasonable times and places upon reasonable, for all reasonable purposes, including, without limitation, for the purpose of examining the Premises and conducting such maintenance, repairs or alterations as may be necessary for safety, improvement or preservation thereof.

### **DEFAULT AND REMEDIES**

12. Should the Lessee fail to perform or observe any of the terms and conditions hereunder, the same shall be deemed to be a default under the terms of this LEASE. Upon the occurrence of any such default, the Lessor shall be entitled to immediately re-enter and re-take possession of the Premises and to declare the LEASE terminated without providing Lessee any notice thereof. Upon such default, Lessee agrees to immediately deliver up possession of the Premises upon the request of the Lessor, and Lessee shall remove all of its property from the Premises.

13. Failure of the Lessor to insist upon a strict performance of the terms, conditions and covenants herein contained shall not be deemed to be a waiver of any of the rights and remedies that the Lessor may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants to be observed by the Lessee herein.

### **MISCELLANEOUS**

14. Neither the execution of the LEASE nor the performance of any act pursuant to the provisions hereof, nor any other matter or provision hereunder, is intended or shall be deemed or construed to have the effect of creating an agency, a relationship of principal and agent or of a partnership or of a joint venture, between the Lessor and Lessee. Rather, the relationship between them shall be solely and exclusively that of Lessor and Lessee.

15. In the event that any paragraph or provision contained herein is deemed to be invalid for any reason whatsoever, the same shall be severed herefrom and the remaining portions of this LEASE shall remain in full force and effect.

16. The LEASE constitutes the entire agreement between the parties. This LEASE shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, it being understood that the Lessee shall not assign its rights hereunder without the prior written consent of Lessor as hereinabove set forth.

IN WITNESS WHEREOF, the parties hereto have executed this LEASE AGREEMENT in two (2) duplicate originals, with each copy hereof to have the same force and effect as an original, on the day and year first written above.

**BALDWIN COUNTY COMMISSION**

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BILLIE JO UNDERWOOD  
As Its: Chairman

ATTEST:

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WAYNE DYESS  
As Its: County Administrator

STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that BILLIE JO UNDERWOOD and WAYNE DYESS, as Chairman and County Administrator, respectively, of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator, respectively, of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

**BALDWIN COURT SERVICES, INC.**

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RICHARD HICE  
As Its: Secretary / Treasurer  
Date: \_\_\_\_\_

STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that RICHARD HICE, as Secretary / Treasurer of Baldwin Court Services, Inc., whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Secretary / Treasurer of Baldwin Court Services, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin Court Services, Inc.

GIVEN under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_