

LEASE AGREEMENT

BE IT KNOWN TO ALL, that the parties described herein do hereby acknowledge and declare their intent to enter this Lease Agreement.

PARTIES: The parties to this lease agreement are as follows:

1. Prodissee Pantry, hereinafter **Landlord**, is a 501c3 non-profit organization located at, 9315 Spanish Fort Blvd, Spanish Fort, AL 36527 engaged in the charitable distribution of supplemental food and groceries to Baldwin County families in need of assistance.
2. Baldwin County Commission/Baldwin Regional Area Transit a/k/a BRATS Public Transportation, hereinafter **Tenant**; BRATS provides public transportation services in Baldwin County with a business location at 18100 County Rd 54, Robertsedale, AL 36567.

CAPACITY TO CONTRACT: By signing this agreement, via the designated representatives, the parties are representing and affirming their full legal capacity to enter this binding contract and acknowledge the terms and conditions herein are legally binding on the parties and successors.

DESCRIBED PROPERTY: 1) Tenant will lease from the Landlord from its location of 9315 Spanish Fort Blvd, Spanish Fort, AL 36527 six (6) parking spaces in Landlord's parking lot to be utilized for parking of tenant's vehicles when said vehicles are not in use by the tenant. Landlord will designate a location within the Landlord's parking lot for the tenant's vehicles and will use its best effort to keep the location of said parking spaces contiguous and/or in the same general location within the parking lot. Tenant understands and acknowledges that every Tuesday from 8:00am -12:30pm the Landlord is engaged in its weekly activity of providing food and groceries to clients and that parking accommodations for the tenants' vehicles during that time may have to be modified or adjusted so as to accommodate Landlord's usage of the parking lot to serve its clients. Landlord affirms that its parking lot is secured by video surveillance and Landlord will use its best effort to allow Tenant to have access to the video surveillance feed or link that pertains to this lease. 2) Tenant shall have private access to a designated office space within Landlord's building for its employees to utilize when in between routes. Said space shall be at least ten feet by twelve feet and large enough to accommodate seating and working space for at least one of tenant's drivers. Landlord will provide private and secure access to said office space from the exterior of Landlord's building. Tenant's employee shall have access to Landlord's restroom facilities and kitchen area while on premises. Tenant affirms that any of its employees on the Landlord's premises during the time prescribed herein shall be deemed "on the job" for workers compensation benefits. Tenant affirms that no employee shall be within the leased office space before 5:30 am or after 6:30 pm Monday through Friday and that no employee shall be inside the leased office space or Landlord's premises on Saturday or Sunday without prior approval of the Landlord. Tenant further affirms that it uses reasonable diligence in the hiring of its employees, including criminal background checks. Tenant will advise all its employees subject to this lease that while inside of Landlord's premises Tenant's employees shall be subject to the Landlord's rules and guidelines for premise usage.

LEASE DURATION AND TERMINATION: The parties agree to a lease term of three years from the date of execution of this lease agreement and said lease can be renewed upon expiration by agreement of the parties under newly negotiated terms and conditions. At the expiration of this lease term, and by written agreement of both parties, if a new lease has not been negotiated and executed, this lease shall continue for three (3) month intervals. The tenant shall have a right to terminate this lease agreement prior to the expiration of the 3-year term with a 90-day written notice accompanied by the payment of ONE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$1,300.00), which amount constitutes two-months' rent. .

PAYMENT TERMS AND CONDITIONS: The tenant hereby agrees to pay the Landlord rent pursuant to the following terms and conditions:

Beginning on November 1, 2022, Tenant will pay the Landlord the sum of SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$650.00) per month for 36 consecutive months, unless this lease is otherwise terminated. Said payment is due on the first day of each month. Landlord agrees to a 5-day grace period for said payment after which the tenant agrees to pay a late fee of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) for each and every late monthly payment. Landlord's waiver of any late fee is discretionary, and the waiver of a late fee does not nullify or void the possible application of late fees in the future.

INDEMNITY: The Tenant shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, employees in both their official and individual capacities, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of any work, provision of any services or expenditure of funds required, authorized or undertaken pursuant to the terms of this Agreement, or any damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused or as a result of in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts or omissions, or the deliberate, intentional, wanton, reckless, fraudulent or negligent misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement of the Tenant, or anyone directly or indirectly employed by the Tenant or anyone for whose acts the Tenant may be liable, regardless of whether such claim, damage, loss or expense is caused in whole or part by a party indemnified.

The term "hold harmless" includes the obligation of the Tenant to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

LEGAL: The Landlord is not liable for damages and/or injuries to the Tenant and/or Tenant's employees caused directly or indirectly by the criminal acts of third parties. Tenant agrees to be financially responsible to the Landlord for all damages to Landlord's premises caused by Tenant's employees, agents, or servants while on landlord's premises. Any such claim for damages by the Landlord shall be made in writing with a description of how the loss or damage occurred and a good faith estimate as to the cost of repairs or the amount of the damages. The parties agree that all disputes related to this lease agreement or any incident arising therefrom shall be submitted to mediation prior to any legal action being filed. The mediator shall be agreed upon by the parties or if no agreement, then assigned by the presiding Circuit Court Judge of Baldwin County,

Alabama. The mediator shall be a licensed Alabama attorney and the costs of mediation shall be paid equally by the parties. The active mediation of any disputed matter shall toll the Statute of Limitations for the underlying claim. In the event a claim for damages by a third party is made jointly against the Landlord and Tenant each party shall be responsible for its own defense and costs of said claim. The Landlord expressly rejects any contractual liability via indemnification for any damages caused by the Tenant or its employees, agents, or servants.

Done this the 20th day of September, 2022.

Prodissee Pantry

Deann Servos
Executive Director

Date: _____

Baldwin County Commission

James E. Ball
Chairman

Date: _____

Reviewed By:

Bradley B. Lindsey, P.E.
State Local Transportation Engineer, ALDOT

Date: _____