

## LEASE AGREEMENT

This Agreement is entered into by and between BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (hereinafter referred to as “Landlord”), and VAUGHN SAIL CENTER, an Alabama nonprofit corporation (hereinafter referred to as “Tenant”).

### WITNESSETH:

For and in consideration of the respective covenants and agreement of the parties contained herein, Landlord does hereby lease and demise unto Tenant for and during the lease term the following described Leased Premises located in Baldwin County, Alabama, to wit:

SEE EXHIBIT A.

The Tenant shall be entitled to use the Leased Premises as outlined and depicted on the attached Exhibit A. The Landlord reserves the right, in its sole discretion, to subdivide the Premises in order to create two or more lots or parcels. In that event, the parties agree that the legal description of the property outlined and depicted in Exhibit A shall be substituted for the legal description set forth in this Agreement based on the subdivision by an addendum executed by the parties, if deemed necessary by the Landlord.

(Said lands and improvements are hereinafter referred to as the “Leased Premises”.) This Agreement is made, however, conditioned upon and subject to the following terms and conditions which are agreed to by the respective parties:

#### 1. USE OF LEASED PREMISES

1.1 The Leased Premises are to be used by the Tenant for the sole purpose of operating a S.A.I.L. Center in accordance with the Tenant’s agreement with the South Alabama Regional Planning Commission (“SARPC”) dated \_\_\_\_\_ for programs outlined in the SARPC agreement, and normal office operations incidental to such activities, or as otherwise expressly permitted by Landlord, in its sole discretion. Any other business activity or uses are expressly prohibited, including, but not limited to, car wash, weddings, private parties, private events, fundraising activities, farming, private business activities or any other use or activity not approved by the Landlord. Tenant shall, at all times, in connection with its operations, fully and promptly comply with all laws, ordinances, orders, rules and regulations of any lawful authority having jurisdiction over said Leased Premises, including, but not limited to, those relating to cleanliness, safety, occupation and use of said Leased Premises and the nature, character and manner of the operation of the business conducted in or at said Leased Premises. In addition, Tenant shall comply with all laws, ordinances, orders, rules and regulations related to the programs provided by Tenant. Tenant shall, at all times, in connection with its operations, fully and promptly comply with all laws, ordinances, orders, rules and regulations

pertaining to environmental protection, either through the EPA, ADEM (Alabama Department of Environmental Management) or other regulatory bodies.

1.2 Tenant is solely responsible for the safety of all employees, invitees, customers and guests relative to the Leased Premises.

1.3 Landlord agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Agreement, have the peaceable and quiet enjoyment and possession of the Leased Premises.

1.4 The hours of operation and use of the Leased Premises shall be as follows:

(1) Monday – Friday 6:30 a.m. to 1:30 p.m. for Tenant staff members and deliveries; and

(2) Monday – Friday 8:30 a.m. to 12:30 p.m. for the public.

1.5 The Landlord shall have the right to conduct inspections of the Leased Premises at any time, in its discretion.

## 2. DURATION OF LEASE TERM

2.1 The term (“Term”) covered by this Lease Agreement shall be for a period of thirty-six (36) months and shall commence on the 1<sup>st</sup> day of November, 2019, and shall terminate at 11:59 p.m. Central Time on the 31<sup>st</sup> day of October, 2022.

## 3. CONSIDERATION

3.1 In consideration of this Agreement and the benefit to the public provided by Tenant’s programs, the Landlord agrees to lease the property to the Tenant rent free for the term of the Agreement.

3.2 Tenant shall provide homebound meal delivery within a five (5) mile radius of the Leased Premises. The Landlord may provide assistance with deliveries by and through the Baldwin Rural Area Transit System (“BRATS”) as determined by the Landlord, in its discretion.

## 4. MAINTENANCE AND REPAIR

4.1 Tenant has inspected the Leased Premises prior to the execution of this Lease and agrees to accept the same in its present condition. Tenant is taking the Leased Premises in “as is” condition. Landlord shall maintain and keep in a good state of repair all improvements situated on the Leased Premises, including, without limitation, windows, electric wiring, plumbing, heating and air conditioning unit(s) and the parking area. Tenant shall be

solely responsible for maintaining and keeping the interior of the Premises (excluding any portion thereof in or below the floor of the Premises) in a good state of repair, free from refuse and rubbish, and shall return and surrender possession of the same at the expiration or termination of this lease in like good order as at the commencement of said Term, normal wear and tear excepted.

4.2 It is expressly understood and agreed between the parties hereto that the Landlord shall not be responsible for the maintenance or repair to any of the items described herein which said maintenance or repair is necessitated by any act of Tenant or Tenant's invitees or licensees, it being expressly agreed by the parties hereto that such maintenance and repair shall be the obligation of the Tenant, including, but not limited to, any repair to the electrical wiring, plumbing and heating and air conditioning unit(s), provided, however, that Tenant shall not be responsible for any repairs necessitated as a result of negligence or intentional acts of Landlord or its employees or agents.

4.3 The Tenant may, at Tenant's expense, make such alterations in, or additions to, the building or Leased Premises, as Tenant may deem necessary to fit the same for the business of Tenant, upon first obtaining written approval of Landlord, in Landlord's sole discretion. It is understood that any and all improvements shall become property of the Landlord, with the exception of fixtures purchased by Tenant which can be removed without damage to the Leased Premises.

4.4 Landlord shall not be required to do any repairs upon the Leased Premises or building thereon other than those agreed upon at commencement of the Lease, if any, and the Landlord shall not be liable for any damage caused by or growing out of any breakage, leakage, getting out of order, or defective condition of said roof, plumbing, gas, water, steam or other sewerage, or the bursting, leaking or running of any cistern tank, wash pan, water closet, or waste pipe, in, above or upon said building, premise or appliances located therein.

4.5 It is further understood and agreed by the parties hereto that nothing herein shall be construed as denying the Landlord the right to make any repairs which are deemed necessary during the Term of this Lease, such right being expressly reserved unto the Landlord.

4.6 Landlord shall maintain and keep in a good state of repair the exterior of all improvements situated on the Leased Premises.

4.7 Landlord shall be responsible for the maintenance of fire extinguishers and pest control.

## 5. UTILITIES AND CARE OF PREMISES

5.1 Landlord agrees to pay all bills incurred for electricity, water, gas, sewer, garbage or other utilities of whatsoever kind used on the Leased Premises during the term of this Lease. Tenant agrees to permit no waste of the property, or allow the same to be done, but to take good care of the same; and upon the termination of this Lease, to surrender quiet and

peaceable possession of the said Leased Premises in like good order as at the commencement of said term, normal wear and tear excepted.

6. INDEMNITY, PUBLIC LIABILITY INSURANCE AND FIRE  
EXTENDED COVERAGE INSURANCE

6.1 Indemnity. Landlord shall not be liable to Tenant or to Tenant's employees, agents, licensees, guests or visitors, or to any other person or entity, whomsoever, for any injury to person or damage to or loss of property on or about the Leased Premises caused by the negligence, acts, omissions or misconduct of Tenant, its employees, licensees, guests, visitors or of any other person entering the Leased Premises under the express or implied invitation of Tenant, or arising out of the use of the Leased Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations hereunder or resulting from any other cause. **TO THE FULLEST EXTENT ALLOWED BY LAW, TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD AND ANY COMMISSIONER, OFFICER, DIRECTOR, AGENT, EMPLOYEE, REPRESENTATIVE, SHAREHOLDER, TRUSTEE, BENEFICIARY, PARTNER OR EMPLOYEE OF LANDLORD (HEREIN COLLECTIVELY CALLED A "LANDLORD RELATED PARTY") FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, SUITS, LOSSES, CAUSES OF ACTION, LIENS, JUDGMENTS AND EXPENSES (INCLUDING COURT COSTS, ATTORNEY'S FEES AND COSTS OF INVESTIGATION) OF ANY KIND, NATURE OR DESCRIPTION RESULTING FROM ANY INJURIES TO OR DEATH OF ANY PERSON OR ANY DAMAGE TO PROPERTY WHICH ARISES, OR IS CLAIMED TO ARISE FROM, (I) AN INCIDENT OR EVENT WHICH OCCURRED WITHIN OR ON THE LEASED PREMISES; OR (II) THE OPERATION OR CONDUCT OF TENANT'S BUSINESS WITHIN THE LEASED PREMISES (COLLECTIVELY, THE "CLAIMS"), UNLESS SUCH CLAIM IS THE RESULT OF OR CAUSED SOLELY BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY LANDLORD RELATED PARTY. TENANT SHALL, AT TENANT'S SOLE COST AND EXPENSE, DEFEND SUCH CLAIM BY OR THROUGH ATTORNEYS REASONABLY ACCEPTABLE TO LANDLORD.**

Tenant shall not cause or permit hazardous materials to be brought upon, kept or used in or about the Leased Premises other than as is necessary or useful to Tenant's business. Any such hazardous material shall be used, kept and stored in a manner that complies with all laws regulating any such hazardous material. **TO THE FULLEST EXTENT ALLOWED BY LAW, TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD AND LANDLORD RELATED PARTIES FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES OR LOSSES AS A RESULT OF THE CONTAMINATION OF THE LEASED PREMISES BY ANY SUCH HAZARDOUS MATERIALS OF TENANT. THIS INDEMNIFICATION OF LANDLORD AND LANDLORD RELATED PARTIES BY TENANT INCLUDES, WITHOUT LIMITATION, COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEANUP, REMEDIAL**

**REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF HAZARDOUS MATERIAL OF TENANT. THIS INDEMNIFICATION OF LANDLORD BY TENANT INCLUDES WITHOUT LIMITATION COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEANUP, REMEDIAL REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF HAZARDOUS MATERIAL OF TENANT PRESENT IN THE SOIL OR GROUNDWATER OR UNDER THE LEASED PREMISES AS A RESULT OF TENANT'S ACTIONS. WITHOUT LIMITING THE FOREGOING, IF THE PRESENCE OF ANY HAZARDOUS MATERIAL ON THE LEASED PREMISES CAUSED OR PERMITTED BY TENANT RESULTS IN ANY CONTAMINATION OF THE PREMISES, TENANT SHALL PROMPTLY TAKE ALL ACTIONS, AS ITS SOLE EXPENSE, AS ARE NECESSARY TO RETURN THE LEASED PREMISES TO THE CONDITION EXISTING PRIOR TO THE INTRODUCTION OF ANY SUCH HAZARDOUS MATERIAL TO THE LEASED PREMISES. "HAZARDOUS MATERIAL" SHALL MEAN ANY HAZARDOUS OR TOXIC SUBSTANCE, MATERIAL OR WASTE WHICH IS OR BECOMES REGULATED BY ANY LOCAL GOVERNMENTAL AUTHORITY, THE STATE OF ALABAMA OR THE UNITED STATES GOVERNMENT.**

6.2 Responsibility for Insurance Coverage:

(a) Tenant shall, during the Term, at its sole expense, obtain and keep in force, the following types of insurance insuring the Tenant and Landlord (Landlord shall at all times be named as an additional insured), as their respective interests may appear, (i) comprehensive general liability insurance coverage, personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability and products and completed operations liability with limits of not less than One Million (\$1,000,000.00) Dollars inclusive (the aggregate limits of such insurance to apply specifically to the Leased Premises and not to multiple locations); (ii) "All Risk" Physical Damage insurance for Tenant's property (personal property, fixtures and leasehold improvements) in or on the Leased Premises, providing protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler damage, vandalism, malicious mischief, earthquake and flood, for the full insurable value thereof, including an endorsement provided for "loss of income" coverage; and (iii) All Risk Property Damage Insurance covering any building or improvements constructed by the Tenant on the Leased Premises (including exterior walls, downspouts, gutter and roof), in an amount not less than ninety (90%) percent of full replacement cost (exclusive of the cost of excavations, foundations, and footings), and with such retention and amounts deductible as Landlord may in its discretion permit, providing protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft,

vehicles, smoke, domestic water damage, collapse, sprinkler damage, vandalism, malicious mischief, earthquake and flood, and such other risks as Landlord may from time to time determine and with any such deductibles as Landlord may from time to time require. All such policies shall name Landlord and Landlord Related Parties as additional insureds.

(b) Tenant shall furnish evidence satisfactory to Landlord of the existence of and maintenance of such insurance prior to or contemporaneous with the commencement of the Term and thereafter at least fifteen (15) days prior to any date on which such policy is required to be renewed. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days prior to the cancellation of such insurance.

**6.3 Non-Liability for Certain Damages: NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE LIABLE FOR DAMAGES TO TENANT OR ANY PARTY CLAIMING THROUGH TENANT FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OR FOR INTERRUPTION OR DAMAGE TO BUSINESS RESULTING FROM ANY OF THE FOLLOWING REASONS: (A) ANY ACT, OMISSION OR NEGLIGENCE OF TENANT OR TENANT'S EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, SUBTENANTS, ASSIGNEES, LICENSEES, INVITEES OR CUSTOMERS; (B) ANY ACT, OMISSION OR NEGLIGENCE OF ANY OTHER TENANT WITHIN THE BUILDING, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, TENANTS, ASSIGNEES, LICENSEES, INVITEES OR CUSTOMERS; (C) THE REPAIR, ALTERATION, MAINTENANCE, DAMAGE OR DESTRUCTION OF THE LEASED PREMISES OR ANY OTHER PORTION OF THE LEASED PREMISES (INCLUDING THE CONSTRUCTION OF LEASEHOLD IMPROVEMENTS FOR OTHER TENANTS OF THE LEASED PREMISES); (D) VANDALISM, THEFT, BURGLARY AND OTHER CRIMINAL ACTS (OTHER THAN THOSE COMMITTED BY LANDLORD'S EMPLOYEES); (E) ANY DEFECT IN OR FAILURE OF EQUIPMENT, PIPES, WIRING, HEATING OR AIR CONDITIONING EQUIPMENT, STAIRS, ELEVATORS, OR SIDEWALKS; THE BURSTING OF ANY PIPES OR THE LEAKING, ESCAPING OR FLOWING OF GAS, WATER, STEAM, ELECTRICITY, OR OIL; BROKEN GLASS; OR THE BACKING UP OF ANY DRAINS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ANY LANDLORD RELATED PARTY; (F) INJURY DONE OR OCCASIONED BY WIND, SNOW, RAIN OR ICE, FIRE, ACT OF GOD, PUBLIC ENEMY, INJUNCTION, RIOT, STRIKE, INSURRECTION, WAR, COURT ORDER, REQUISITION, ORDER OF ANY GOVERNMENTAL BODY OR AUTHORITY, OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF LANDLORD. UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE FOR DAMAGES RELATED TO BUSINESS INTERRUPTION OR LOSS OF PROFITS.**

7. LOSS OF BUILDING

7.1 If the buildings located on the Leased Premises are totally or partially damaged or destroyed by fire, or other cause, so as to be partially or totally unfit for the use or purpose for which the same is hereby let, the Landlord may elect to repair or rebuild same within ninety (90) days after receiving written notice from the Tenant of such destruction. If such election is made, the Landlord shall proceed to rebuild or repair the said building with due diligence. The rent during said time of reconstruction shall be reduced in the proportion that said Leased Premises in the untenable or unfit condition bears to the condition of the said Leased Premises immediately prior to said damage; provided, however, that in the event Landlord fails to make such election to repair or rebuild within the aforesaid ninety (90) days after the Tenant properly notifies the Landlord of such damage, this Agreement may be terminated by the Tenant by written notice to the Landlord at any time after the expiration of said ninety (90) day period. Such notice must be given prior to the commencement of reconstruction by the Landlord, and in the event that reconstruction is begun by the Landlord subsequent to said ninety (90) day period and prior to notification by Tenant of its intent to terminate this Agreement, then Tenant will be deemed to have waived the right to so terminate.

8. EMINENT DOMAIN

8.1 In the event the whole of the Leased Premises shall be taken by federal, state, county, city, public utility or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said Leased Premises, the Term hereby granted and all rights of the Tenant hereunder shall immediately cease and terminate, and the rent herein provided for shall be adjusted as of the date of such termination of this Agreement.

8.2 In the event that a portion of the Leased Premises be taken by such authority, this Lease shall continue in full force and effect as to the property remaining, provided, however, that said property remaining is capable of a continued enjoyment by the Tenant for the uses and purposes provided herein.

9. DEFINITION OF DEFAULT

9.1 The happening of any one or more of the following events shall constitute events of default hereunder:

- (a) The levy of execution or other legal process upon the interest of the Tenant in the leasehold estate herein created, or upon any property of the Tenant located upon the Leased Premises that remain in effect for thirty (30) days from such levy.
- (b) The adjudication of the Tenant to be bankrupt, or the approval of a petition for a reorganization of the Tenant filed in good faith, in proceedings

instituted under the bankruptcy laws, which remain in effect for thirty (30) or more days from such adjudication.

- (c) The making of an assignment by the Tenant for the benefit of creditors with respect to all or substantially all of the Tenant's property.
- (d) The appointment of a receiver of the Tenant or of Tenant's property by a court of competent jurisdiction which remains in effect for thirty (30) or more days from such appointment.
- (e) The failure of the Tenant to perform any duty or obligation herein imposed upon Tenant at the time when this Agreement requires said duty or obligation to be performed and the continuance of such failure for a period of thirty (30) days after Landlord provides written notice to Tenant of such failure.
- (f) The vacation of said Leased Premises or abandonment of possession of the same by the Tenant, or the use by the Tenant of said Leased Premises for purpose other than those for which the same are hereby let which is not cured within thirty (30) days after Landlord provides written notice to Tenant of such act in violation of this Lease.
- (g) Violation by Tenant of any laws, rules or regulations regarding the use of the Leased Premises and/or the programs provided by the Tenant.

#### 10. REMEDIES UPON DEFAULT

10.1 In the event of default by the Tenant as provided in paragraph 9 hereof which is not cured within the cure periods provided, Landlord shall have the right, at Landlord's option:

- (a) To cancel, terminate and annul this lease and immediately re-enter and repossess the let Premises;
- (b) To demand immediate possession of the Leased Premises without annulling this Agreement;
- (c) In the event this Lease is in default by Tenant, Landlord has the right to place "For Rent" signs on the building while such event of default is in existence and has not been cured. Tenant agrees to allow Landlord, or parties authorized by Landlord, to visit and inspect the building or show for view for buying or renting the same immediately upon default of the Lease; and



- (d) To exercise or seek any and all rights or remedies available at law or in equity.

11. ATTORNEY'S FEES

11.1 If an event of default by Tenant hereunder occurs and is continuing, and in the event of the subsequent employment by the Landlord of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of the Leased Premises, or on account of bankruptcy proceedings by or against the Tenant, or legal process being issued against the leasehold interest of the Tenant in the let Premises, or against any property of the Tenant located upon the Leased Premises, or upon the necessity of the Landlord employing an attorney on account of any violation of the conditions of this lease by the Tenant, in such event, the Tenant hereby agrees to pay and shall be taxed with a reasonable attorney's fee and related costs for the services of such attorney on behalf of the Landlord and any Landlord Related Party.

12. TAXES

12.1 Tenant shall promptly pay all taxes and assessments of whatsoever kind and nature which are now or which may be imposed or assessed upon (i) the land and improvements hereby leased; and (ii) any fixtures, equipment, merchandise or other personal property of any kind installed upon the Leased Premises or brought thereto by Landlord. Tenant shall promptly pay all taxes and assessments of whatsoever kind and nature which are now or which may be imposed or assessed upon any fixtures, equipment, merchandise or other personal property of any kind installed upon the Leased Premises or brought thereto by Tenant. Tenant shall, within fifteen (15) days of receiving notification of same, pay all property taxes assessed against the property, provided however that Tenant shall pay only the prorated portion of such taxes accruing during Tenant's occupancy of the Leased Premises.

13. ACCESS TO RECORDS Landlord shall have the right to access all records of the Tenant for the purpose of determining compliance with the terms and conditions of this Agreement and to ensure compliance with all terms and conditions of the SARPC agreement. Tenant shall provide reports or information to the Landlord regarding the following: charges or complaints related to the Tenant's programs, Audits, annual health inspections and annual fire inspections. The Landlord shall be notified within 24 hours of the following: items or matters required to be reported to appropriate agencies; death of anyone at the Leased Premises; injuries to persons or guests while on the Leased Premises; damage to the building or safety equipment and the cause of such damage; DHR investigations or allegations; any arrest or conviction of a staff member, including, but not limited to, arrest or convictions involving crimes of a sexual nature, crimes involving a youth or a child as a victim, crimes involving a weapon and crimes involving illegal substances; and any newsworthy items or matters.

14. ASSIGNMENT

14.1 The Tenant shall not have the right to assign, sublease or transfer this Lease without the prior written consent of Landlord, which consent may be withheld, in the sole discretion of the Landlord.

15. NOTICES

15.1 All notices given hereunder shall be made by either (1) delivery by hand to the address of the Tenant or in person to Tenant, or posted at the entrance of the Leased Premises of Tenant for a period of twenty-four (24) hours; or (2) in writing and sent by U.S. Registered or U.S. Certified Mail, postage prepaid, addressed as follows:

Landlord: BALDWIN COUNTY COMMISSION  
Attn.: Chairman of the Baldwin County Commission  
322 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

Tenant:	Vaughn Sail Center c/o Lesley Williams 53822 Hwy. 59 Stockton, AL 36579	Mailing Address: P. O. Box 662 Stockton, AL 36579
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Each party may, by like notice, from time to time, designate any further or different address to which subsequent notices shall be sent.

16. HOLDING OVER

16.1 In the event that the Tenant remains in possession of the Leased Premises or any part thereof after the expiration of said lease term, the Tenant shall be a Tenant at the will of the Landlord, and upon demand, the Tenant shall surrender peaceable possession of said Premises to the Landlord. In such event, all of the terms, conditions and covenants of this Agreement shall remain in full force and effect, and the Tenant shall be liable for rent due of One Thousand Five Hundred Dollars (\$1,500.00) per month for the period of time the Tenant does not vacate the premises after expiration or termination of this Agreement, in addition to any other damage of whatsoever kind suffered by the Landlord as a result of the failure of the Tenant to vacate the Leased Premises.

17. SURRENDER OF POSSESSION

17.1 The Tenant agrees that, upon the expiration of the lease term herein, Tenant will surrender quiet and peaceable possession of said Leased Premises in like good order as at the commencement of said term, reasonable wear and tear excepted. The Tenant further agrees that Tenant shall be liable unto the Landlord for the restoration of the Leased Premises to the same good condition that the said property was in as of the commencement date of the lease

term herein, reasonable wear and tear excepted, and provided that such restoration is made necessary by damages caused to the leased property by the Tenant through Tenant's negligence, willful act, abuse or other misuse of the leased property, reasonable wear and tear excepted.

18. SUCCESSIVE INTEREST

18.1 This Agreement shall be binding upon and inure to the benefit of the successors and permitted assignees of each of the parties hereto.

19. EQUIPMENT AND FURNISHINGS

19.1 The Landlord, in its sole discretion, may allow for the use or purchase or lease of certain equipment, furnishings or internet services. If the Landlord so elects and Tenant agrees, the parties may enter into a separate agreement or addendum to this Agreement outlining such terms and conditions.

20. LIEN ON LEASEHOLD

20.1 As further consideration of the Lease Agreement and to secure the prompt payments of the rents due hereunder, a first lien is hereby expressly reserved by the Landlord and granted by the Tenant upon the terms of this lease and upon all interest of the Tenant in this leasehold for the payment of rent and also for the satisfaction of any cause of action which may accrue to the Landlord by provisions of this instrument. A first lien is expressly reserved by the Landlord and granted by the Tenant upon all buildings, improvements, fixtures, water fixtures, gas fixtures and any other fixtures of whatsoever kind erected or put in place or that may be erected or put in place upon the Leased Premises by or through the Tenant, and also for the satisfaction of any cause of action which may accrue to the Landlord by the provisions of this Agreement.

21. TERMINATION

21.1 Notwithstanding anything in this Agreement to the contrary, Landlord shall have the right to terminate this Agreement, with or without cause, by giving Tenant thirty (30) days written notice of such termination. Notice shall be deemed effective and delivered upon personal delivery or by depositing the notice in the mail at the last known address.

22. ENTIRE AGREEMENT

22.1 This instrument constitutes the entire Agreement and understanding of the parties hereto on the subject hereof and supersedes all prior agreements and understandings relating to the subject matter hereof. There are no agreements, understandings, restrictions, warranties, or representations between or among the parties hereto other than those set forth herein.

23. GOVERNING LAW

23.1 This Agreement shall be deemed to have been made within the State of Alabama and shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

IN WITNESS WHEREOF, the Landlord and Tenant, by and through their duly authorized representatives, have signed duplicate originals of this Lease Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

LANDLORD

BALDWIN COUNTY COMMISSION

Attest:

\_\_\_\_\_  
WAYNE DYESS  
County Administrator

By: \_\_\_\_\_  
CHARLES F. GRUBER  
Its Chairman

TENANT

VAUGHN SAIL CENTER  
an Alabama nonprofit corporation

By: \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the Baldwin County Commission, and WAYNE DYESS, whose name as County Administrator, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires:\_\_\_\_\_

STATE OF ALABAMA

COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of VAUGHN SAIL CENTER, an Alabama nonprofit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires:\_\_\_\_\_

This instrument prepared by:  
DAVID J. CONNER of  
BLACKBURN & CONNER, P.C.  
Attorneys at Law  
Post Office Box 458  
Bay Minette, Alabama 36507