

## REAL ESTATE LEASE

STATE OF ALABAMA )

BALDWIN COUNTY )

**Parties** LEASE AGREEMENT made by and between the Lessor, whose name is Baldwin County (hereinafter referred to as "COUNTY"), and Lessee, whose name is BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC., (hereinafter also referred to as "B.C. CATTLE & FAIR, TENANT or BCCFA").

**Term of Lease** The lease term shall commence on October 1, 2017, and terminate at midnight on September 30, 2022 (5 years). The term can be extended as the commission wishes

**Property & Location** This lease covers the finished areas of the coliseum, arena and the subject property as it is described within the Purchase Agreement (See Purchase Agreement attached hereto as Attachment A) and as it is shown within the attached aerial photo (See photo attached hereto as Attachment B and included herein as if fully set forth) located in Baldwin County, Alabama, in the City of Robertsedale, at the address of 19477 Fairground Road, Robertsedale, Alabama 36567 (cumulatively known as the property, the leased property, the leased premises, or the facility) as of the date of full execution. Notwithstanding this provision, the subject leased property, and the use thereof, shall only include the entire finished portion of the arena and coliseum (i.e. the unfinished areas shall not be subject to this Lease), as of the date of full execution subject to the specified and limited use as identified by the attached drawing identified as Attachment C, included herein as if fully set forth, excepting entirely from this Agreement two areas: 1) at least 300+ square feet of secured, finished, interior room within the Coliseum for the exclusive use of the Baldwin County Emergency Management Agency as shown on Attachment C; and 2) at least 300+ square feet of office space that will be subject to lease between the Master Gardeners Association of Baldwin County and the COUNTY, as shown on Attachment C; however, during any time that the B.C. Cattle and Fair is supplying the Master Gardeners Association reasonable and adequate office space, with the

reasonableness and adequacy to be determined by the Master Gardeners Association, and the B.C. Cattle & Fair outside of the Coliseum, then any space within the Coliseum occupied by the Master Gardeners (i.e. 300+ sq ft) can be used by the B.C. Cattle and Fair during such time of vacancy.

### **Rent**

The annual rent shall be Fifteen Thousand Dollars (\$15,000.00) payable on October 1 of each year of the lease.

~~plus fifteen percent (15%) of the net revenue for any and all activities on the property excluding only the revenue received from the annual Baldwin County Fair sponsored by the BCCFA, as evidenced by financial reports as audited by either the COUNTY or a third party on a random or as-needed basis. in advance annual installments with the first payment due upon execution of the Lease. The fifteen percent (15%) of any and all net revenues received during the quarter (excepting only the B.C. annual fair revenues, if any) shall be remitted to the COUNTY in quarterly installments with the first full installment due 90 days (one quarter) from the date of the execution of this Agreement and automatically each quarter thereafter on the same date of the month. At no time shall the B.C. Cattle & Fair withhold any portion of rental payments as payment for any dispute, or repair made, regarding this Agreement or the subject property.~~

### **Late Payment Penalties**

A penalty, in the amount of ten percent (10%) of any outstanding amounts, shall be assessed and compounded each and every quarter to the extent that any portion of any payment is not received by the COUNTY by the date required herein. Said penalty shall be assessed upon any amounts unpaid. Said penalty shall be cumulative and be considered the same as, and as a portion of, the rental payment required herein. This ten percent (10%) penalty shall be assessed to any and all lease payments and/or amounts unpaid, whether or not the same is immediately or subsequently identified, whether or not the same is easily identified, or whether or not the amounts are identified later by an accounting of the records of B.C. Cattle and Fair. Notwithstanding anything herein, the COUNTY maintains the right to

consider any late or nonpayment of rents or penalties as a material default and breach of this Agreement, if not remedied within sixty (60) days.

**Insurance**

The COUNTY shall maintain its own fire and casualty insurance on the coliseum and arena for use of the leased premises. The B.C. Cattle & Fair shall maintain its own comprehensive general liability insurance which names the COUNTY as an additional insured for use of the leased premises. The COUNTY shall maintain general liability insurance regarding the property. The Tenant shall not maintain any hazardous materials on the leased premises.

**Miscellaneous**

(a) The Arena and Coliseum shall both be smoke-free facilities. Any smoking on the subject property shall be confined to areas designated by the COUNTY.

(b) Excepting service animals for those with disabilities, the Coliseum shall be an animal-free facility.

(c) B.C. Cattle and Fair shall provide immediate (i.e. within 24-hours) notice to the COUNTY of any disruption of, failure of, or damage to, without limitation, equipment, structures, utilities or any portion of the subject property. At which time, the COUNTY shall make reasonable efforts to correct the issue. At no time shall the B.C Cattle & Fair correct any disruption of, failure of, or damage to without limitation, equipment, structures, utilities or any portion of the subject property without express written authorization to do so from the COUNTY.

(d) There shall be no permanent changes, alterations, improvements, or additions to any portion of the leased property without prior written approval from the COUNTY unless expressly allowed herein with the exception of any extra electrical outlets that may be needed for activities.

(e) Any and all furnishings and personal property kept within the Coliseum shall be mobile and/or easily removable in nature pursuant to the respective guidelines established by the Federal Emergency Management Agency (FEMA).

(f) The failure of the COUNTY, to any extent, to furnish or the interruption or termination of, the services required for herein, in whole or in part, resulting from

causes beyond the reasonable control of the COUNTY, shall not render the COUNTY liable in any respect nor be construed as an eviction (constructive or otherwise) of the B.C. Cattle and Fair, nor relieve TENANT of the obligation to fulfill any covenant in this Lease.

(g) The COUNTY may reasonably create and impose building rules which may be amended from time to time. The TENANT shall make reasonable efforts to ensure that its agents, employees, invitees and visitors comply with such rules, if any. Any rules imposed by the COUNTY shall be supplied to the TENANT prior to their effectiveness and shall not be incompatible with the activities known by the Parties and anticipate to take place on the property to include, without limitation, weddings, dances, civic events, trade shows, religious events, livestock, rodeos and carnival events and those events wherein alcoholic beverages may be served, provided such complies with the Federal, State and local laws.

(h) No payment by B.C. Cattle and Fair, or receipt of payment by the COUNTY, of a lesser amount than the required rent, or any penalties thereon, shall be deemed to be payment of anything other than payment on account of the earliest rent and/or penalties due, nor shall any endorsement made on any check or any letter accompanying any payment be deemed an accord and satisfaction. The COUNTY may accept any such check or payment without prejudice to COUNTY'S right to recover the balance of such rent or pursue any other remedy. This provision shall survive the termination or expiration of this Agreement.

(i) The COUNTY reserves full authority over the property including, without limitation, the right to make changes, alterations or additions to the Property and/or Lease Premises. This right shall include all available legal rights possessed by the COUNTY in relation to COUNTY property and/or assets subject only to the restrictions contained herein provided that such authority does not conflict with FEMA Standards.

(j) The Parties shall maintain a joint calendar of any and all events and activities of the TENANT, or scheduled by the TENANT, that will utilize any portion of the subject property.

**Covenants of**  
**B.C. Cattle & Fair**

The B.C. Cattle and Fair shall:

a) be responsible for paying all utilities used on the property to include, without limitation, the costs associated with any B.C. Cattle and Fair use of any emergency generators located on the property. Any such use shall be paid by B.C. Cattle and Fair upon the receipt of invoice given by the COUNTY. Any utility costs incurred during times when the COUNTY occupies the facility as an emergency shelter, shall be reimbursed by the COUNTY, to the extent of such use, following a proper accounting of the same.

(b) allow the COUNTY exclusive use of the coliseum and arena without charge including, without limitation, any furnishings and personal property excluding computer equipment located therein, when such use does not conflict with any previously scheduled events of the B.C. Cattle & Fair Association, excepting only times when the COUNTY has declared an emergency to exist, the County activates the property as a shelter, natural disasters and/or acts of God. ~~During times when the COUNTY uses the property for something other than a shelter, the COUNTY shall remit to the B.C. Cattle and Fair fifteen percent (15%) of any gross proceeds or revenue actually received, as a result of such event, if any. Such amounts remitted by the County shall not be considered as a portion of rent as described herein. The County shall be responsible for damages to the personal property of B.C. Cattle & Fair, during the County's use of the facility.~~

B.C. Cattle & Fair further agrees to allow the entry and unrestricted use of all of the subject property including, without limitation, any furnishings and personal property, excluding computer equipment, located therein, during emergencies, disasters and/or acts of God, as needed with the exception of the B. C. Cattle & Fair Director's Office. Notwithstanding anything written herein to the contrary, if the

entire facility is needed for shelter operations, as determined by the Baldwin County Commission, then said access and unrestricted use shall apply to all areas. Should the COUNTY's use of the facility as a shelter interrupt the B.C. Cattle & Fair's annual Baldwin COUNTY Fair, then the COUNTY will reimburse to the B.C. Cattle & Fair reasonable prepaid expenses lost by B.C. Cattle & Fair that are a direct result of the COUNTY occupying the facility during such time. Notwithstanding the above statement, any reasonable prepaid expenses reimbursable by the COUNTY and shall not include potential or lost revenue resulting from any such emergency or disaster.

(c) not assign this Lease Agreement or to sublet the demised premises, or any portion thereof, without written permission of the COUNTY. Notwithstanding this provision, nothing shall prevent the B.C. Cattle & Fair from charging necessary fees for the use of the facility and property. Notwithstanding this provision, nothing shall prevent the B.C. Cattle and Fair from providing to the City of Robertsedale ten (10) days of usage of the facility each calendar year with the terms of such usage at the discretion of the B.C. Cattle and Fair. Any proceeds or benefits as a result of said usage by the City shall not be considered as part of the rent as described herein.

(d) keep the premises clean, kept and in good order the adequacy of which will be determined by the COUNTY including, without limitation, routine repairs and maintenance. Routine repairs and maintenance shall include, without limitation, any maintenance and repairs that do not require a licensed professional, keeping the property clear of debris, keeping the property clear of garbage, and keeping the property free of vermin. A licensed professional shall include, without limitation, AL General Contractor's License, AL Plumbing and Gas Fitter's License, AL HVAC License, and AL Electrician's License. In the event of a dispute as to whether or not a repair or maintenance item is "routine" and the responsibility of the TENANT, then the COUNTY shall make the final determination. The County shall be responsible for all other repairs.

(e) ensure that the COUNTY has, at all times, any necessary security codes, keys, etc., required to fully access all interior and exterior doors, gates and areas throughout the property and facilities excluding the B.C. Cattle & Fair office excepting as authorized by the Baldwin County Commission. This provision shall survive the termination or expiration of this Agreement.

(f) permit COUNTY and their agents to enter on the premises or any part thereof at any time for the purpose of, without limitation, inspecting, examining or exhibiting same or making repairs or alterations as may be necessary for safety or preservation thereof. This provision shall survive the termination or expiration of this Agreement.

(g) surrender possession of the premises upon the termination of this lease, or any extension hereof as herein provided, in as good condition as when received, reasonable wear and tear and accidents happening by fire or other casualties excepted. This provision shall survive the termination or expiration of this Agreement.

(h) immediately surrender full possession of the property when notified by the COUNTY that the property is needed as shelter. Upon surrendering possession, if the entire leased premises are needed as a shelter or for shelter purposes, Baldwin COUNTY Cattle and Fair shall cease activities until notified by the COUNTY that reentry is allowed.

(i) be responsible for providing ground maintenance for the property;

(j) immediately (within 24 hours) notify the COUNTY EMA Director of any and all events to be held on the property, or that will cause any portion of the leased property to be used, without consideration of nature or size.

(k) in relation to their duties and use under this Agreement and their duties and use relating to the subject property, at their sole cost and expense, comply with County, State and Federal ordinances and statutes now in force or which may hereafter be in force. Any such violations, or potential violations, relating to any B.C. Cattle and

Fair duties or use of the subject property shall be remedied immediately at the cost of B. C. Cattle and Fair. Failure to remedy such violations or potential violations shall constitute a breach of this Agreement.

(l) conduct its business and to exercise reasonable efforts to control its agents, employees, invitees and visitors in such manner as not to create any damage, nuisance, or interfere with, annoy or disturb any other tenants or the COUNTY in the operation of the building. This provision shall survive the termination or expiration of this Agreement.

(m) immediately (within 24 hours) notify the COUNTY of any damage, nuisance, interference, annoyance, or disturbance. Notwithstanding any provision herein, the B.C. Cattle and Fair shall be responsible for all costs associated with any such damage, nuisance, interference, annoyance, or disturbance by, or due to, without limitation, any of its agents, employees, invitees or visitors. This provision shall survive the termination or expiration of this Agreement.

(n) shall not allow or permit any mechanic's or materialman's lien or any other lien(s) of whatsoever nature to be placed upon the leased premises or building. Nothing in this Lease shall be deemed or construed in any way as constituting the consent of the COUNTY, express or implied, to any person for the performance of any labor or the furnishing of any materials of all or part of the leased premises, nor as giving the B.C. Cattle and Fair any right, power or authority to contract for or permit the rendering of any services or furnishing thereof that would or might give rise to any mechanic's or materialman's lien or other liens against the leased premises. This provision shall survive the termination or expiration of this Agreement.

(o) shall in the event of a sale or assignment of the COUNTY'S interests in the property, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of power to sale, the lease and all of its terms shall remain in effect.

(p) allow the County full and complete access to all electronics and all manner of communication existing within the property, excepting only personal property owned by the B. C. Cattle and Fair.

**Covenants of  
County**

The COUNTY covenants and agrees as follows:

- (a) not to discontinue any service or facility herein contracted for;
- (b) the COUNTY shall keep the leased premises in good repair and tenantable condition which includes only those repairs requiring a licensed professional to perform including, without limitation, AL General Contractor License; AL Plumbing and Gas Fitter License; AL HVAC License; AL Electricians License;
- (c) the COUNTY shall make and maintain the demised premises in a condition that is accessible to and usable by the handicapped in accordance with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and applicable federal regulations and standards.
- d) to be responsible for the actual testing of the emergency generators serving the property and any costs associated with such tests. Notwithstanding this provision, nothing shall cause the COUNTY to be responsible for costs associated with the B.C. Cattle and Fair actual use of such emergency generators.
- (e) allow the B.C. Cattle and Fair Association to control access to the public right of way existing on the property subject only to the ability of the County to gain access at any time.

**Relationship**

Nothing contained in this Lease shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto, it being understood that neither the provisions contained herein nor acts of the Parties hereto, shall be deemed to create a relationship other than that of Landlord and TENANT.

**Severability**

If any term or provision of this Lease, or the application thereof to any person or circumstance, be invalid or unenforceable the remainder of this Lease or the application of such term or provision to person or circumstances other than those as

to which it is held as invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Time of the Essence**

Except as may be otherwise provided for herein, time is of the essence in this Lease as to all acts of the TENANT and COUNTY.

**Transfers of the County**

The COUNTY shall have the right to transfer and assign, in whole or in part, all rights and obligations hereunder and in the buildings and leased premises referred to herein, and in such event and upon such transfer the COUNTY shall be relieved of all further obligations hereunder and the B.C. Cattle and Fair agrees to look solely to the interest of the COUNTY'S successor in interest for the performance of such obligations; provided that, such transferee or assignee of the COUNTY'S interest and rights shall be bound by, and must agree to honor, all of the terms and provisions and conditions of the Lease.

**Acts of God**

This lease shall become null and void at the option of the B.C. Cattle & Fair in the event said leased premises should be destroyed by fire, or any reason whatsoever including acts of God, and the liability of the B.C. Cattle & Fair for rents thereafter occurring under this lease agreement shall cease upon the said happening of any said events, but if said leased premises are partially (less than 50%) damaged by fire ,casualty or any reason whatsoever including acts of God, then the same shall be repaired and restored by the COUNTY as speedily as possible, at the COUNTY's own expense, and from date of such damage until completion of such repairs, an equitable abatement of rent shall be allowed to the B.C. Cattle & Fair.

**Subordination**

The B.C. Cattle & Fair rights under this lease shall remain subordinate to any bona fide mortgage or deed to secure debt which is now, or may hereafter be placed upon the premises; provided that the B.C. Cattle & Fair's tenancy shall not be disturbed, nor shall the covenants and conditions of this lease be invalidated or changed.

**Tenant's Remedy**

If at any time the County either defaults in any of its covenants or obligations, or does not correct any problem/violation under this Lease Agreement, the B.C. Cattle

& Fair shall give written notice of the nature of the default or identified problem. If the default is not cured or the problem fixed, to the reasonable satisfaction of the B.C. Cattle & Fair, within 60 days of the date of receipt of the notice, or other period subsequently agreed upon the Parties in writing, the B.C. Cattle & Fair may cause the default or noticed problem to be corrected. The County shall reimburse any related charges to the B.C. Cattle & Fair upon receipt of invoice for the same.

**COUNTY's Remedy**

If at any time the B.C. Cattle and Fair either defaults in any of its covenants or obligations, or does not correct any problem/violation under this Lease Agreement, the COUNTY shall give written notice of the nature of the default or identified problem. If the default is not cured or the problem fixed, to the reasonable satisfaction of the COUNTY, within 60 days of the date of receipt of the notice, or other period subsequently agreed upon by the Parties in writing, the COUNTY may cause the default or noticed problem to be corrected. The TENANT shall reimburse any related charges to the COUNTY upon receipt of invoice for the same.

**Indemnification.**

To the fullest extent permitted by law, the B.C. Cattle and Fair shall defend, indemnify, and hold harmless the COUNTY from and against all claims, damages, losses including death, and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from any and all acts or omissions of the B.C. Cattle and Fair, its employees, servants, or its agents relating to, as a result of, contemplated by, or allowed for herein.

**Failure to Strictly Enforce Performance.**

The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by B. C. Cattle & Fair as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**Drug-Free Workplace.**

In accordance with the Drug-Free Work Place Act of 1988, as amended, and as a condition precedent to the execution of this Agreement, B. C. Cattle & Fair certifies that it is responsible for knowing, and will comply with, the standards of the BCC drug-free work place.

**Discrimination Clause**

B. C. Cattle & Fair will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. B. C. Cattle & Fair shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

**Debarment and Suspension**

The B.C. Cattle & Fair warrants and represents to the COUNTY that neither the B.C. Cattle & Fair nor any of the B.C. Cattle & Fair's trustees, officers, directors, agents, servants, and employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**Notices**

Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

|                     |                                                                                                            |
|---------------------|------------------------------------------------------------------------------------------------------------|
| B.C. Cattle & Fair: | Post Office Box 1491<br>Robertsdale, Alabama 36567                                                         |
| County:             | Baldwin County Commission<br>c/o Chairman<br>312 Courthouse Square, Suite 12<br>Bay Minette, Alabama 36507 |

**Entire Understanding** This Lease shall supersede and take the place of all previous agreements and leases and shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

**Amendments** This Agreement may be amended, modified or altered in any respect so long as such amendment, modification or alteration is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

**SIGNATURE PAGE TO FOLLOW**

**LESSOR:**  
BALDWIN COUNTY, ALABAMA

**By:** \_\_\_\_\_/\_\_\_\_\_  
Billie Jo Underwood, Chairman Date

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
Wayne Dyess, County Administrator Date

**LESSEE:**  
BALDWIN COUNTY CATTLE & FAIR  
ASSOCIATION, INC.

**By:** \_\_\_\_\_/\_\_\_\_\_  
George Campbell, President Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said county in said state, hereby certify that Billie Jo Underwood, whose name as Chairman of the Baldwin County Commission, and Wayne Dyess, whose name as County Administrator of the Baldwin County Commission, a political subdivision of the State of Alabama, 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

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

\_\_\_\_\_  
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, George Campbell, whose name as President of Baldwin County Cattle & Fair Association, Inc., a corporation, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Cattle & Fair Association, Inc., on the day the same bears date.

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

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_