

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2016-032**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to approve the attached lease with the Central Region Innovation and Commercialization Center for property located on the bottom floor/basement of the H.B. Fife Courthouse at 100 Public Square, Elizabethtown, Kentucky.

BE IT FURTHER RESOLVED, to authorize the Judge/Executive to sign all documents concerning the lease agreement.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting on 8 March 2016.



Harry L. Berry
Hardin County Judge/Executive

ATTEST:



Debbie Donnelly
Hardin County Clerk

LEASE

This indenture of lease, hereinafter referred to as "Lease," made and entered into this 8th day of March, 2016, by and between COUNTY OF HARDIN, a political subdivision of the COMMONWEALTH OF KENTUCKY, c/o Hardin County Judge/Executive Harry L. Berry, 150 N. Provident Way, Elizabethtown, Kentucky 42701, as "Lessor"; and the CENTRAL REGION INNOVATION AND COMMERCIALIZATION CENTER, whose address is 2413 Nashville Road, Bowling Green, Kentucky 42101, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the Lessor is the owner of certain real property located at #100 Public Square on which exists, the H.B. Fife Courthouse;

WHEREAS, the parties hereto desire to enter into a lease agreement defining their respective rights, duties and liabilities relating to lease, of a portion of the H.B. Fife Courthouse;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. PREMISES. The Lessor, in consideration of the rent to be paid and the covenants to be performed by the Lessee, does hereby demise and lease unto the Lessee, and the Lessee hereby rents from the Lessor office space, known as Suite 105, located on the Bottom Floor/Basement of the H.B. Fife Courthouse at #100 Public Square, Elizabethtown, Kentucky 42701.

2. TERM. This lease agreement is for an initial term beginning January 1, 2016, through and including December 31, 2020 (60 months) unless otherwise terminated as herein provided in paragraph 4 or 5.

3. RENT. During the initial term of this lease agreement, the Lessee shall pay to the Lessor as rental for the use and occupancy of said leased premises the sum of One Dollar (\$1.00) per year beginning January 1, 2016.

4. LESSOR'S RIGHT TO TERMINATE. The Lessor and the Lessee hereby agree that the Lessor shall have the right, power and authority to terminate and hereby rescind this lease agreement at any time during the lease term as herein provided. The Lessor shall give the Lessee sixty (60) days prior written notice of its election to terminate under this paragraph. This lease agreement shall remain in full force and effect, specifically including, but not limited to, the obligation of the Lessee to pay rent, until the termination date as provided in said written notice.

5. LESSEE'S RIGHT TO TERMINATE. The Lessor and the Lessee hereby agree that the Lessee shall have the right, power and authority to terminate and hereby rescind this lease agreement at any time during the lease term as herein provided. The Lessee shall give the Lessor sixty (60) days prior written notice of their election to terminate under this paragraph. This lease agreement shall remain in full force and effect, specifically including, but not limited to the obligation to Lessee to pay rent, until the termination date as provided in said written notice.

6. TAXES, UTILITIES AND INSURANCE.

(a) The Lessor shall, during the term of this lease, pay or reimburse the Lessee for all real property taxes and assessments by any city, state, county, school district or other governmental entity assessed against the leased premises including all building and improvements presently thereon, and all additions, fixtures, improvements and repairs made upon the leased premises.

(b) The Lessor shall, during the term hereof, pay or cause to be paid, all charges for gas, electricity, light, heat or power, water, sewer service, and any other utilities which are used or charged against the leased premises, and to indemnify the Lessee and save them harmless against any liability or damages on such account.

(c) The Lessor shall, at its own cost and expense, carry "all risk coverage", including the standard fire and extended coverage and vandalism and malicious mischief perils or other casualty in an amount that the Lessor and the Lessee mutually agree that is sufficient to cover the cost of reconstruction of the building and contents currently on the leased premises in the event of damages normally covered by this type of insurance.

7. MAINTENANCE. The Lessee accepts the buildings, structures, improvements, fixtures and equipment located at the leased premises, specifically including, but not limited to, the heating and cooling systems, the electrical systems, and the plumbing systems "as is" as of January 1, 2016 and the Lessor shall be responsible for the cleaning, maintenance, repair and replacement of all buildings, improvements additions, fixtures or equipment located upon the leased premises. The Lessor shall, at their expense, maintain, repair or replace all of the buildings, improvements, additions, fixtures or equipment, specifically including, but not limited to, the heating and cooling facilities, plumbing facilities, electrical facilities, elevator, the exterior and interior of all such buildings or structures located on the leased premises, in good and tenantable condition, excepting reasonable wear and tear.

8. IMPROVEMENTS. The Lessee shall have the right to make further interior improvements, including, but not limited to, the construction of partitions and installation of floor covering, subject to the prior written approval of the Lessor, which shall not be unreasonably withheld, and further provided that such improvement shall be done in a first-

class workmanship manner. The Lessee shall pay for and provide all materials necessary to accomplish the interior improvements of which the Lessor has agreed to. The Lessee shall be solely responsible for any and all material costs necessary to make such interior improvements. All such improvements or alterations shall be in accordance with the building code and zoning laws of all governmental entities. All additions, fixtures, improvements and repairs made upon said leased premises by Lessee are thereafter the property of the Lessor upon the termination of this lease, except any additions, fixtures, improvements or repairs necessary to the conduct of the Lessee's business which the Lessee shall have attached to or installed in the leased premises without the intention of making the same a permanent installation, and which can be detached and removed without material damage to said building. All additions, fixtures, improvements and repairs made upon said leased premises by the Lessor or the Lessee shall be conveyed with the fee simple title of the leased premises as provided in paragraphs 4 and 5 herein.

9. MECHANIC'S LIEN. In the event that the Lessee erects any alterations or improvements to the leased premises as hereinabove provided, Lessee agrees to and does indemnify Lessor against any mechanic's liens that may be filed against the leased premises for labor furnished, and in the event any such lien is filed, the Lessee will immediately pay same or post a sufficient bond, and cause it to be satisfied and discharged of record.

10. CONDEMNATION. If during any term of this lease the leased premises or any part thereof shall be taken or condemned by competent authority for public or quasi-public use, this lease shall terminate as of the date of taking (the "taking date").

11. INJURY TO LEASED PREMISES. (a) If the leased premises are injured by fire or other casualty, within ten (10) days after the date on which the injury occurs (the "injury date") the Lessor shall ascertain and advise the Lessee in writing whether the damaged by the injury

(the “damage”) could reasonably be repaired within one hundred and twenty (120) days after the “injury date” (the “repair period”).

(b) If the “damage” could reasonably be repaired within the “repair period”, then: (i) the Lessee shall not be entitled to terminate this lease; (ii) the Lessor shall repair the “damage” with all reasonable speed; and shall complete such repair within the “repair period”; and (iii) the Lessee's rent shall be reduced, pro rata for time and space, to the extent that the Lessee is deprived of the occupancy of any portion of the leased premises for the Lessee's purposes by reason of the injury and the making of the repairs. The Lessor's obligation to restore and repair the leased premises shall be limited to the amount of any insurance proceeds received by the Lessor from the insurance carried by the Lessee in accordance with the provisions of Paragraph 6(c) of this lease and shall be further subject to any rights of the Lessor's mortgagee in and to such proceeds. If the Lessor fails to complete the repair of the “damage” within the repair period” (as it may have been extended pursuant to the subsequent provisions of this subparagraph) the Lessee may, at the Lessee's option and in addition to any remedies that Lessee may have against the Lessor as a result of such failure, at any time after the expiration of the “repair period” (and any extension thereof) and prior to the completion of the repair of the “damage, terminate this lease by written notice to the Lessor. If the repair of the “damage” by the Lessor is interrupted as a result of any strike or other labor disturbance, governmental restrictions on materials or physical forces beyond the control of the Lessor, the Lessor shall take all reasonable steps to minimize any delay in the completion of the repair of the “damage” by reason of any such interruption and the “repair period” shall be extended by the number of days that such interruption or interruptions persist in spite of such efforts of the Lessor.

(c) If the “damage” cannot reasonably be repaired within the “repair period”, then the Lessee may terminate this lease by written notice to the Lessor within thirty (30) days after the “injury date”. If the Lessee elects not to terminate this lease, the Lessor shall, subject to the foregoing limitation as to insurance proceeds and further subject to the rights of the Lessor’s mortgagee in and to such proceeds, repair the “damage” with all reasonable speed and the Lessee’s rent shall be reduced, pro rata for time and space, to the extent that the Lessee is deprived of the occupancy of any portion of the leased premises for the Lessee’s purposes by reason of the injury and the making of the repairs.

(d) If the Lessee elects to terminate this lease pursuant to the provisions of subparagraph (b) of this paragraph, the Lessee's liability for the payment of the rent provided for herein shall cease as of the date that notice of the termination is given by the Lessee and the Lessee shall be entitled to a refund of any rent paid with respect to any period subsequent to that date. If this lease is terminated pursuant to the provisions of subparagraph (c) of this paragraph, the Lessee’s liability for the payment of the rent provided for herein shall cease as of the “injury date” and the Lessee shall be entitled to a refund of any rent paid with respect to any period subsequent to that date.

11. WASTE. Lessee shall not commit or suffer any waste or damage to any building or improvements on the leased premises.

12. RIGHT OF INSPECTION. The Lessee agrees that the Lessor or their representatives shall have the right at all reasonable times to enter upon and to inspect the leased premises to ascertain that the Lessee is carrying out the terms, conditions and provisions hereof, and to properly make any necessary repairs, improvements and alterations that are herein provided.

13. QUIET ENJOYMENT. The Lessor covenants and warrants that:

(a) Lessor is the owner of the leased premises and has the right to make this lease.

(b) Lessee, on paying the rent herein specified, and on performance of all the terms and conditions of this lease agreement, shall at all times during the term hereof, peacefully and quietly hold and enjoy the leased premises.

14. ENCUMBRANCES. The Lessee shall not allow or permit any liens or other encumbrance of any kind to be placed upon the leased premises.

15. SURRENDER. The Lessee shall surrender the leased premises to Lessor upon the termination of this lease agreement in as good condition and repair as the same shall be at the commencement of this lease and in as good condition and repair as shall be required of Lessee under the provisions of this lease agreement during the term hereof, reasonable wear and tear excepted.

16. INDEMNITY. So far as is legally necessary, Lessee agrees to indemnify and save Lessor harmless from all cost and expenses by reason of injury to any person or personal property on or about the leased premises, which injury results from the careless or improper conduct on the part of the Lessee, Lessee's agents or employees.

17. ASSIGNMENT AND SUBLETTING. It is agreed that this lease shall not be assigned, transferred, or the premises, or any part thereof, sublet without the prior written consent of Lessor and subject to the conditions as Lessor may impose in its sole discretion which shall not be reviewable by any court of competent jurisdiction.

18. DEFAULT. If default be made in any payment of said rent, or any part thereof, within thirty (30) days from the date said payment is due, or in fulfillment of any of the covenants or agreements herein specified to be fulfilled by the Lessee, or if any waste be committed or unnecessary damage done upon or to said premises, Lessor may, at Lessor's election at any

time while such default continues or before the replacement or repair of such waste or damage, declare the said term ended and enter into possession of said premises and sue for and recover all rent and damages accrued or accruing under this lease or arising out of any violation thereof. All notices, demands and requests by Lessor to Lessee shall be sent to the Lessee at the leased premises or at such other place that Lessee may from time to time designate in writing. All such demands, notices and requests by Lessee to Lessor shall be sent to Lessor at the aforesaid address or such other place as Lessor may from time to time designate in writing.

19. CUMULATIVE RIGHTS. It is agreed that each and every one of the rights, remedies and benefits provided by this lease agreement shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.

20. WAIVERS. One or more waivers of any covenants or conditions by Lessor or by Lessee shall not be construed as a waiver of a further breach of the same covenant or condition.

21. BINDING UPON SUCCESSORS. The terms, conditions and provisions of this lease agreement shall inure to and be binding upon the Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns.

22. ENTIRE AGREEMENT. It is distinctly understood between the parties hereto that all agreements and understanding of any character heretofore had between them are contained in this instrument, and no changes shall be made herein unless the same shall be in writing or duly signed by the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have executed this lease in duplicate originals this day and year first above written.

LESSOR:

LESSEE:

HARDIN COUNTY

CENTRAL REGION INNOVATION AND
COMMERCIALIZATION CENTER

by: 
Harry L. Berry
Hardin County Judge Executive
Pursuant to a duly adopted
Resolution of the Hardin County
Fiscal Court dated 3/8/16

by: _____
Lisa Williams
Regional Representative

STATE OF KENTUCKY
COUNTY OF HARDIN

I, the undersigned Notary Public in and for the state and county aforesaid, do hereby certify that on this date the foregoing LEASE was produced before me in said state and county and was signed, acknowledged before me and delivered by HARRY L. BERRY, Hardin County Judge Executive, for and on behalf of HARDIN COUNTY, to be its lawful act and deed.

GIVEN under my hand this 8th day of MARCH, 2016.


NOTARY PUBLIC
My Commission Expires: 12/14/18

STATE OF KENTUCKY
COUNTY OF HARDIN

I, the undersigned Notary Public in and for the state and county aforesaid, do hereby certify that on this date the foregoing LEASE was produced before me in said state and county and was signed, acknowledged before me and delivered by LISA WILLIAMS, Central Region Innovation and Commercialization Center to be her voluntary act and deed.

GIVEN under my hand this ___ day of _____, 2016.

NOTARY PUBLIC
My Commission Expires: _____

Prepared by:

Jennifer B. Oldham
Hardin County Attorney