

LEASE AGREEMENT
COF Contract No. 2014-0016

This Lease Agreement made as of July 17TH, 2017, to be effective as of July 1, 2017 by and between the CITY OF FRANKLIN, TENNESSEE a municipal governmental entity of the State of Tennessee (hereinafter referred to as "City" or "Lessor"), and PULL-TIGHT PLAYERS, INC., a tax-exempt Tennessee not-for-profit corporation (hereinafter referred to as "Lessee").

WITNESSETH:

(1) **DEMISE, TERM AND RENT.** The Lessor leases to the Lessee the building located at 112 2nd Avenue S in the City of Franklin, Tennessee ("Building" or "Premises"), for the term of five (5) years from July 1, 2017 to June 30, 2022, (the "Original Term") at an annual rental of One Dollar and No/100 (\$1.00), payable at the office of the Lessor in the said City of Franklin, in advance, on the first day of July each year during the Term. Rent payments will be deemed to have commenced on July 1, 2017. At the expiration of the Original Term, this Agreement shall automatically renew for additional annual terms of three (3) years each upon the same terms as set forth herein, unless prior written notice is provided by either Lessor or Lessee to the opposing party not less than twelve (12) months in advance of the end of the Original Term or any additional term then taking effect, that said party intends not to renew the Agreement upon the expiration of the then existing term.

(2) **APPURTENANCES.** Lessor grants to Lessee and covenants that Lessee shall have during the term of this Lease, at no additional cost to Lessee, the use of parking spaces in the lot ("Parking Area") adjoining the Building designated in yellow on Exhibit A. Public parking access will also be available in the public parking garage next door to the Building, as well as at Franklin City Hall, also adjacent to the Building.

(3) **LESSEE'S COVENANTS.** Lessor and Lessee agree:

a) **Rent.** That Lessee will pay the said rent at the times and in the manner aforesaid.

b) **Maintenance, Housekeeping.** That Lessee will maintain the Premises and pay all housekeeping expenses of the interior of Premises, which shall include, but not be limited to the purchase and replacement of light bulbs when needed. Lessee will maintain mechanical, electrical and plumbing systems, heating, ventilation and air conditioning, common areas, including restrooms. The parties will complete a walk-through of the Premises within ten (10) days of execution of this Lease, noting the present condition of the premises. Such a walk-through will be conducted after Lessee has vacated the premises in order to determine the extent of damage, if any.

c) **Payment of Utilities.** That Lessee shall pay for gas, electric, water, sewer and other utilities as well as for telephone, internet or other communication utilities. If Lessor is billed for any other utilities or services for which Lessee is responsible by the provider thereof, Lessee shall reimburse Lessor for the amount thereof within fifteen (15) days' of being furnished with a statement from Lessor with respect thereto. If the amount due as shown on such statement is not paid when due, it shall bear interest at the lesser of the maximum legal contract rate or twelve percent per annum (12%) until paid.

d) Permitted Use. That the Premises shall be used as a community theater for Lessee and other activities reasonably related to Lessee's tax-exempt purposes, and for no other use without Lessor's written consent, not to be unreasonably withheld, conditioned or delayed.

f) Obligation to Repair. That Lessee will keep the Premises, mechanical, electrical or plumbing maintenance and those matters set forth in Section 4(c) of this Agreement, in such repair as the same are at the commencement of the said term or as may be installed, attached or affixed during the continuance thereof, reasonable wear and tear only excepted other than the exterior Building. Lessee agrees to promptly notify Lessor of any repairs that are not covered within this section and are the responsibility of the Lessor.

g) Not to Injure; Renovations and Alterations of Premises. That Lessee will not injure, overload, or deface or suffer to be injured, overloaded, or defaced the Premises or any part thereof. Lessor shall approve of all plans and specifications for material renovations and alterations, subject to reasonable conditions and any and all Franklin Municipal Code requirements. Lessee shall allow no lien to be placed against the Premises or the Building. All alterations, additions, repairs, replacements and improvements made to or upon the Premises shall be deemed to be part of the Premises and shall become the property of Lessor upon the expiration or termination of this Lease; provided, however, that trade fixtures, machinery, and equipment that are installed by Lessee and removable without materially injuring the Premises shall remain the property of Lessee.

h) Liability Insurance. Without limiting its liability under this Lease Agreement, that Lessee shall procure and maintain at its expense during the life of the Lease Agreement insurance of the types and in the minimum amounts stated as follows:

- i) Comprehensive or Commercial General Liability
 - A. Bodily Injury:
 - \$500,000 Each Occurrence
 - \$500,000 Aggregate
 - B. Property Damage
 - \$500,000 Each Occurrence
 - \$500,000 Aggregate
- ii) Personal Injury, with Employment Exclusion deleted
 - A. \$500,000 Aggregate
- iii) If the General Liability coverage is provided by a Commercial Liability Policy the
 - (1) General Aggregate shall not be less than \$500,000 and shall apply, in total, to this Lease Agreement only.
 - (2) Medical Expense Limit shall not be less than \$500,000 on anyone person.

Lessee's insurance policy, if applicable, shall name the City of Franklin as an "Additional Insured with respects to the Lease only." Said insurance shall be written by a company(s) licensed to do business in the State of Tennessee and satisfactory to City of Franklin Risk Management. Prior to occupying a City owned, leased or rented space, a Certificate of Insurance evidencing the maintenance of said insurance shall be furnished to City of Franklin Risk Management and shall contain the following statement: "The insurance evidenced by this Certificate will not be

canceled or altered except with written consent by and between the Insured and Additional Insured named within the insurance contract”.

i) Personal Property Insurance. That it shall be Lessee’s sole responsibility to insure and keep insured, at Lessee’s expense, all personal property which is owned by Lessee, or any other authorized occupant of the Premises, and which is placed or stored in the Premises or elsewhere in the building of which they are a part.

j) Unlawful, Improper, or Offensive Use. That Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises, or any use or occupancy thereof contrary to any law of the State of Tennessee or any ordinance or regulation of the City of Franklin now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the said building or to increase the premium thereof, nor shall Lessee make or suffer any sale of any intoxicating beverages within the Premises; provided, however, that nothing shall prevent the storage of wine and spirits in the Premises for sale or consumption off the Premises.

k) Alterations, Additions, Signs, Newsracks, etc. That Lessee will not make any alterations or additions in or to the Premises without the written consent of the Lessor, or cause any holes to be made or drilled in the outside stone or brick work, or place any signs upon the Building except such as the Lessor shall in writing approve. No fixtures such as newsracks or other receptacles shall be placed outside the Building. Nothing in this Agreement shall be construed to prohibit the Lessee from continuing to use the existing signage on the exterior of the Premises including reasonably necessary repair and replacement of the same.

l) Assignment. That Lessee will not assign, sublet, or in any way part with the possession of the whole or any part of the Premises without first obtaining the written consent of the Lessor.

m) Permission of Lessor to Enter. That the Lessor at all reasonable times may enter to view the Premises and to make repairs which the Lessor may see fit to make, or within the last six months of the term to show the Premises to persons who may wish to lease the Premises or buy the Building. Provided, however, Lessor shall exercise its rights under this paragraph in a reasonable manner that does not unreasonably interfere with Lessee’s use of the premises.

n) Yield up Premises at Expiration of Term. That at the expiration of the said term Lessee will peaceably yield up to the Lessor the Premises and all erections and additions made upon the same, in condition no worse than the current condition of the Premises, reasonable use and wear excepted, as the same now are or may be installed, attached or affixed by the Lessor.

o) Indemnification and Hold Harmless. Lessee shall indemnify and hold harmless Lessor, its officers, agents and employees from:

- 1) Any claims, damages or suits for loss of or damage to property, including loss of use thereof, or injuries, including death to persons and from all judgments recovered therefore and from all expense in defending said claims or suits, including court costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Lessee, its officers, employees and/or agents, including its sub or independent contractors and patrons, in connection with this Lease Agreement.

- 2) Any claims, damages, penalties, costs and attorney fees arising from any failure of Lessor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 3) Lessor will not indemnify, defend or hold harmless in any fashion the Lessee from any claims arising from any failure, regardless of any language in any attachment or other document that the Lessee may provide.
- 4) Any claims, damages, penalties, costs and attorneys fees arising from any action brought against the City of Franklin by any of Lessee's officers, employees and/or agents arising out of any injury incurred by such officer, employee and/or agent but only to the extent arising out of the performance of this Agreement, regardless of the cause of such injury.
- 5) Lessee shall pay Lessor the reasonable expenses incurred as a result of Lessee's failure to fulfill any obligation in a timely manner under this Lease Agreement; but not in any event consequential or punitive damages.
- 6) Enforcement Expenses. In the event it becomes necessary for Lessor to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants or agreements herein contained, Lessee shall be liable for reasonable attorney's fees, costs and expenses incurred by the Lessor.

p) Assent Not Waiver of Future Breach of Covenants. That no assent, express or implied, by the Lessor to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.

q) Maintenance of Records. The books, records and documents of Lessee, insofar as they relate to this Lease Agreement (i.e., Agreement, maintenance records, invoices, etc.), shall be maintained for a period of three (3) full years from the date of expiration of this Lease Agreement and will be subject to audit, at any reasonable time and upon reasonable notice by Lessor or its duly appointed representatives. The records shall be maintained in accordance with Lessee's consistently applied accounting principles.

r) Employment. That Lessee shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. Nothing in this paragraph shall be construed to apply to restrict or constrain in any manner the artistic decisions made by Lessee in connection with theatrical productions performed by Lessee on the Premises.

(4) LESSOR'S COVENANTS. The Lessor agrees:

- a) Covenant for Quiet Enjoyment. That the Lessee shall peaceably hold and enjoy the Premises, subject to the terms of this Lease Agreement.
- b) Payment of Taxes. That the Lessor will pay the general taxes, if any, which shall be assessed and levied upon the Premises during the said term as they may fall due.
- c) Obligation to Repair. That Lessor will keep the exterior of the Building, parking areas, windows, roof, sidewalks, exterior entranceways and landscaped areas in good and

serviceable condition and repair, including without limitation compliance with all applicable codes, statutes, regulations and ordinances, including without limitation the Americans With Disabilities Act. Lessor's obligations under this paragraph extend to the structural and foundational integrity of the Building including repair and remediation of any water intrusion and the effects thereof, or other deterioration of the Building itself. All repairs that are the duty of Lessor shall be made within a reasonable time after notice from Lessee of the need for such repair.

- d) Insurance. That Lessor shall insure, at the Lessor's sole expense, the Building on the demised Premises against the risk of fire and hazard.

(5) **DEFAULT, INSOLVENCY, ETC. OF LESSEE.**

- a) If Lessee shall neglect or fail to perform and observe any of the covenants in this instrument, which on its part are to be performed and such default shall continue for a period of thirty (30) days after the mailing of a written notice, postage prepaid from the Lessor to the Lessee specifying such default, or the Lessee shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of any of its property for the benefit of creditors, then, and in any of the said cases, the Lessor or those having their estate in said Premises, lawfully may immediately or at any time thereafter, and while such neglect or default continues and without further notice or demand, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of their former estate and expel the said Lessee and those claiming under it, and remove their effects (forcibly if necessary) without being taken or deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant and, at the Lessor's election, the said term shall cease and be ended.
- b) If Lessor shall neglect or fail to perform and observe any of the covenants in this instrument, which on its part are to be performed and such default continues for thirty (30) days after notice of such default, Lessee may correct such condition and subtract from rent otherwise due hereunder the reasonable costs of such correction or may terminate this Agreement by written notice to Lessor.

(6) **DAMAGE BY FIRE.** In case the Premises or any part thereof shall at anytime during the said term be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use, and so that the Premises cannot be rebuilt or restored by the Lessor within One Hundred Twenty (120) days thereafter, then this Lease Agreement shall terminate; but if the Premises can be rebuilt or restored within One Hundred Twenty (120) days the Lessor will at its own expense and with due diligence so rebuild or restore the Premises, and rent shall abate under this Agreement until the Premises shall have been so rebuilt or restored.

(7) **SURRENDER OF PREMISES.** At the expiration of the term of this Lease, Lessee shall peaceably yield up to Lessor the Premises and all erections and additions made thereto except as hereinbefore provided, in good repair in all respects, reasonable use, wear and tear and damage by fire or other casualty or by condemnation excepted.

(8) **HOLDING OVER.** Should Lessee hold over the term hereby created with the consent of Lessor, Lessee shall become a Lessee from month to month at the monthly rental then payable hereunder and otherwise upon the covenants and conditions in this Lease contained, and shall

continue to be such Lessee until thirty (30) days after either party serves upon the other notice of intention to terminate such monthly tenancy.

(9) **COVENANT AND AGREEMENTS**. All of the covenants, agreements and conditions of this Lease shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and express.

(10) **CHOICE OF LAW**. This Lease Agreement shall be governed by the laws of the State of Tennessee.

(11) **NOTICES**. Any notice provided pursuant to this Lease, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or such other address as either party may in the future specify in writing to the other):

Lessor:
City of Franklin
Attn.: City Administrator
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

Lessee:
Pull Tight Players, Inc.
P.O. Box 105
Franklin, TN 37065

(12) **SEVERABILITY**. Should any provision of this Lease Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease Agreement.

(13) **ENTIRE AGREEMENT**. This Lease Agreement and its attachments contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this Lease Agreement shall be valid or binding; and this Lease Agreement may not be enlarged, modified or altered except in writing signed by the parties and attached hereto.

(14) **VENUE**. In the event that any term of this Lease Agreement or its attachments become subject to litigation, the venue for such action will be in Williamson County, Tennessee.

(15) **WAIVER**. No waiver of any provision of this Lease Agreement shall be valid unless in writing and signed by the parties against whom charged.

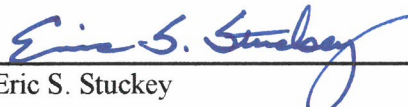
(16) **LIMITATION OF LIABILITY**. Notwithstanding any provision herein to the contrary, Lessee shall look solely to the equity of Lessor in and to the premises in the event of a breach or default by Lessor pursuant to the provisions of this Lease, and lessee agrees that the liability of Lessor under this Lease shall not exceed the value of such equity of Lessor in the premises. No other properties or assets of Lessor shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) arising out of, or in connection with this Lease Agreement.

(17) **PARTNERSHIP-JOINT VENTURE**. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.


(18) **EFFECTIVE DATE**. This Lease Agreement shall not be binding upon the parties until it has been signed first by the Lessee and then by the authorized representatives of the City of Franklin and has been filed in the office of the Mayor. When it has been so signed and filed, this Agreement shall be effective as of the effective date set forth at the beginning of page 1 of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be signed to multiple copies of this Lease Agreement as of the day and date last written below in Acknowledgements, all copies constituting, however, but one Lease Agreement.

Lessor:
CITY OF FRANKLIN, TENNESSEE

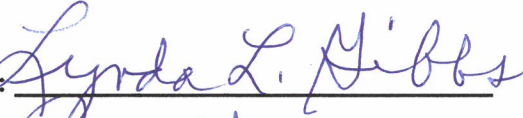


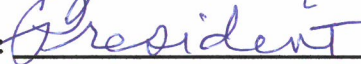
Eric S. Stuckey




Approved as to form by
Kristen L. Corn
Assistant City Attorney

Lessee:
PULL-TIGHT PLAYERS, INC.

By: 

Its: 

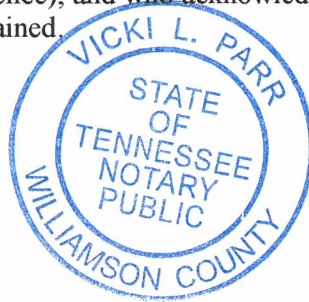
Approved as to form by
Attorney for Pull-Tight Players, Inc.


Treasurer

ACKNOWLEDGMENTS

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The foregoing instrument was acknowledged before me this 13 day of July 2017 by Eric S. Stuckey, City Administrator, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.



Vicki L. Parr
NOTARY PUBLIC

2-23-20

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The foregoing instrument was acknowledged before me this 24 day of July 2017 by Lynnda L. Gibbs, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she is the President of Pull-Tight Players, Inc., a corporation, and that she executed the within instrument for the purposes therein contained by her self as President.

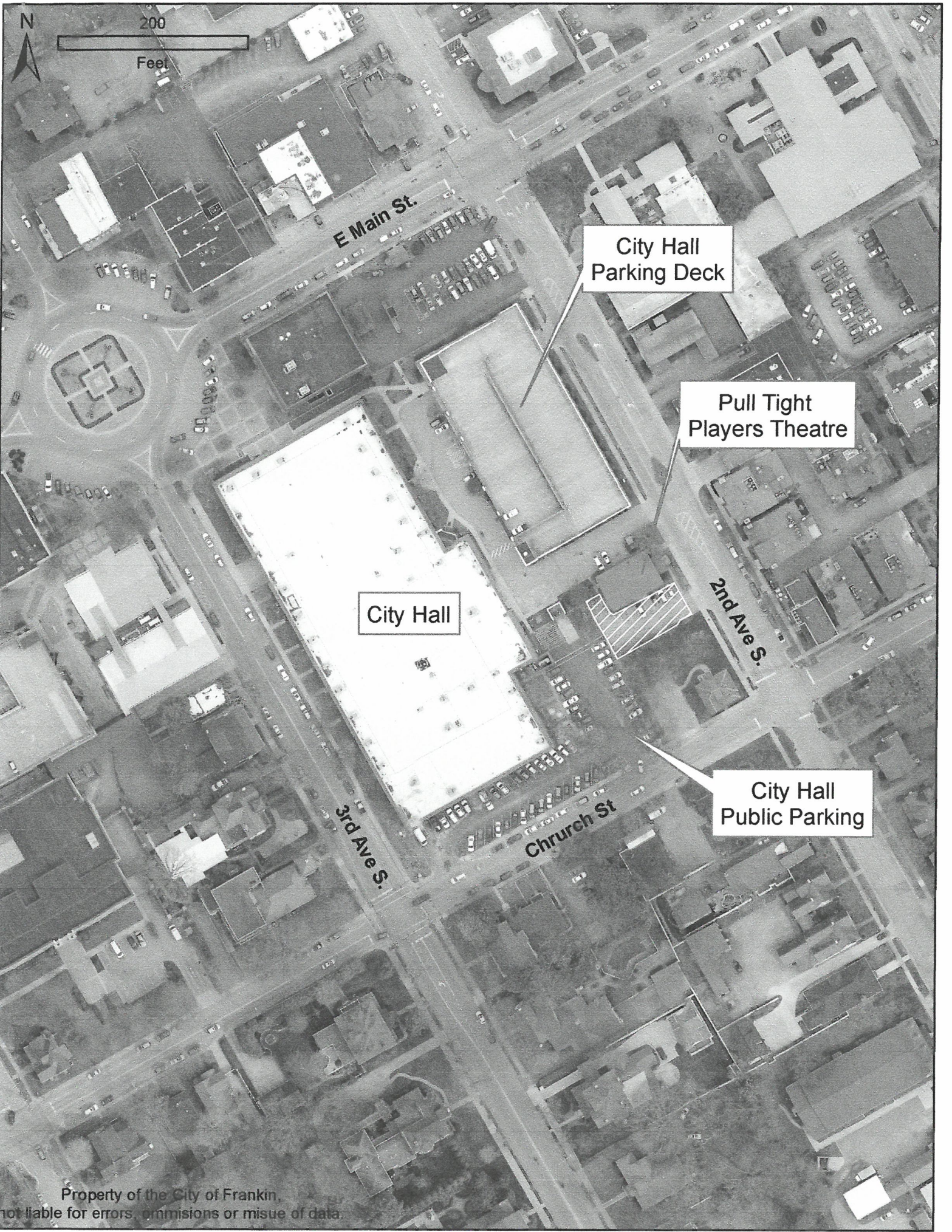


Vicki L. Parr
NOTARY PUBLIC

2-23-20

My Commission Expires:

EXHIBIT A - DESIGNATED PARKING



N
200
Feet

E Main St.

City Hall
Parking Deck

Pull Tight
Players Theatre

City Hall

2nd Ave S.

City Hall
Public Parking

3rd Ave S.

Church St

Property of the City of Franklin,
not liable for errors, omissions or misuse of data.