

LEASE AGREEMENT

This agreement, made and entering into on effective date by and between the CITY OF JONESBORO, hereinafter called Lessor, and Craighead County, hereinafter called Lessee, enter into the following lease agreement, to wit:

1. **Leased Premises.** For and in consideration of the rents, covenants, and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property situated in Craighead County, Arkansas: 6,269 square feet from the City of Jonesboro, Municipal Complex located at 410 West Washington, Jonesboro, Arkansas. To have and to hold said premises unto the said Lessee for and during the term contained in paragraph two, subject to the covenants, conditions, and liens herein contained. The actual area to be leased is designated on the addendum attached hereto.

2. **Term.** Lessor and Lessee enter into a lease agreement dated the 17th day of March, 2021 and shall extend for a term of three years. However, either party with a written 90 day notice to the other may terminate this lease for any reason prior to the expiration of this agreement. At the end of the three year term, the lease will convert to a monthly lease until such time as a new lease agreement is signed by the parties.

3. **Rent.** Lessee agrees to pay Lessor as rental the sum of \$28,022.43 payable each year on the 17th day of March, 2021 and to be paid in biannual payments thereafter during the term of this lease.

4. **Payment of Rent.** The rent payable hereunder shall be paid to Lessor at 300 S. Church Street, Jonesboro, Arkansas 72401.

5. **Building Alterations/Remodeling.** Any and all building alterations/remodeling shall only be made with prior permission from the City of Jonesboro.

6. **Use of Property.** Lessee agrees to use the leased premises for the purpose of County Judicial Business and office clerical work. Lessee is to obtain written consent from Lessor in advance if planning to use premises for any other reason.

7. **Assignment and Subletting.** Lessee shall not sublet the premises in whole or in part and shall not sell, assign, mortgage, pledge, or in any manner transfer this Lease, or any interest herein, without in each case having obtained Lessor's written consent, which consent shall not be

reasonably withheld. In the event of such assignment or subletting, Lessee shall remain liable for the performance of this Lease.

8. **Lessor's Repairs.** Lessor shall maintain the exterior walls, doors, and roof of the structure upon the leased premises in a reasonable state of repair as may be required to keep and maintain the same in a good and tenantable condition. Further, the Lessor is obligated to keep the interior of the building, including interior wiring, plumbing, and window and door glass in good repair.

9. **Lessee's Repairs.** Lessee shall be responsible for maintaining its area of carpeting and the painting of the interior of the leased premises. Lessee shall be responsible for any cosmetic changes to the interior of the premises. Lessee shall, at the termination of said lease, leave interior, including all of the above items, in as good and satisfactory condition as the same was at the beginning of the lease, normal wear and tear excluded.

10. **Lessee's Default.** If Lessee shall be in default as to the payment of rent for a period of thirty (30) days or as to any covenant herein provided for more than thirty (30) days after receipt of notice from Lessor specifying such default, Lessor shall have the right, without limitation upon any other rights which may be given Lessor by law or by any other provision of this lease agreement, to reenter the leased premises and relet the same as agent for Lessee upon the best terms and conditions reasonable obtainable, and Lessee shall be liable to the Lessor for the difference, if any, between the rent so obtained and the minimum rent stipulated to be paid in this lease. Lessee agrees that in such event it will vacate the leased premises without further notice, and if it becomes necessary to bring any legal action to recover possession, Lessee agrees to pay a reasonable fee for the attorney of Lessor in such default.

11. **Non-Waiver.** It is agreed that the failure of the Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.

12. **Holdover.** If Lessee remains in possession of the leased premises after the expiration of the term of this Lease, or renewal of this Lease, as the case may be, without a new lease reduced to writing and duly executed, even if Lessee shall have paid, and Lessor shall have accepted, rent in respect to such holding over, Lessee shall be deemed to be occupying the leased

premises only as a Lessee from month to month, subject to all the covenants, conditions, and agreements of this Lease.

13. **Risk of Loss**. Lessee shall be solely responsible for losses including but not limited to movables, trade fixtures installed by Lessee, furniture, furnishings and/or other valuables left on the leased premises. The Lessee may elect to acquire and maintain insurance to protect against such losses at its own expense.

14. **Common Areas**. Any parking area or other common areas which Lessor may provide shall be for the joint use of Lessor, Lessee, other tenants of Lessor, and the invitees and employees of Lessor, Lessee, and other tenants of Lessor, and Lessor hereby grants to Lessee the right, during the term of this lease, to use any designed parking areas and other common areas which may be provided in common with others entitled to the use thereof. The use thereof shall be subject to such reasonable regulations or limitations as Lessor shall make or require from time to time.

15. **Compliance with Laws**. Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises.

16. **Waste**. Lessee shall not commit waste, nor permit waste to result or to be done to or upon the aforesaid property and premises. Lessee shall not store or permit to be stored thereon or therein any explosives, combustible substances, or materials of any nature, which would increase the fire hazard or cause a premium to be charged for insurance higher than that charged for the present use of said property, and not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

17. **Interpretation**. This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

18. **Governing Law**. The terms and conditions of this Lease shall be construed and governed by the laws of the State of Arkansas and any venue for any litigation related to this issue shall be in Jonesboro, Craighead County, Arkansas.

19. **Entire Agreement**. This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all

or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this

_____ day of _____, 2021.

LESSOR

City of Jonesboro

By: _____

Mayor, Harold Copenhaver

Attested by:

April Leggett, City Clerk

LESSEE

Craighead County Judge

By: _____

County Judge, Marvin Day

Attested by:

Title: _____