

PARKING SPACE LEASE AGREEMENT
between the
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
and
JOSLIN SIGN AND MAINTENANCE COMPANY, INC.

1. Parties. This Lease Agreement is made and entered into on this the ____ day of _____, 2017, by and between The Metropolitan Government of Nashville and Davidson County (hereinafter referred to as the "Metropolitan Government") and Joslin Sign and Maintenance Company, Inc., (hereinafter referred to as "Lessor").

2. Leased Premises. The Leased Premises is located at 630 Murfreesboro Pike, Nashville, TN 37210 (hereinafter referred to as the "Premises") and is estimated to provide approximately 97 parking spaces.

3. Lease. Lessor hereby gives permission as hereinafter provided, to the Metropolitan Government and the Metropolitan Government's licensees and invitees to enter the Premises for the purpose of parking automobiles on the Premises.

4. Use Of Leased Premises. The Metropolitan Government shall be permitted to use the Leased Premises for the purposes of providing parking spaces for the adjacent Police Headquarters and Family Justice Center, presently under construction, as stated herein.

5. Rent. The Metropolitan Government agrees to pay to Lessor during the Lease Term, monthly rent ("Fixed Monthly Rent") in the amount of \$4,000.00, which shall be payable on the first day of each month.

6. Term. The term of this Lease (the "Lease Term") shall commence on the ____ day of _____, 201__ (the "Commencement Date"), and ending five (5) years after the date of commencement, with the Metropolitan Government having the right to terminate the lease upon a 6 months written notice. This Ground Lease may be extended for an additional term of five (5) years upon the same terms and conditions as described herein at the option of the Metropolitan Government provided the Metropolitan Government gives written notice to Lessor not less than on hundred twenty (120) days prior to the termination date stated above. In the event the said option is exercised, this Ground Lease may be further extended for an additional term of five (5) years upon the same terms and conditions as described herein at the option of the Metropolitan Government provided the Metropolitan Government gives written notice to Lessor not less than one hundred twenty (120) days prior to the termination date of the prior option term. The Metropolitan Government's exercise of an option to extend the term of this Lease shall be approved by the Director of Finance and the Director of Public Property Administration. The commencement of the Lease Term shall be delayed until Lessor delivers possession of the Premises to the Metropolitan Government. Lessor will use commercially reasonable efforts to deliver possession of the Premises to the Metropolitan Government by the Commencement Date.

7. Breach. Should either party fail or neglect to comply with any term or condition of this Lease Agreement, the non-breaching party shall be entitled to pursue any and all remedies available under Tennessee law.

8. Termination—Convenience. The Metropolitan Government may terminate this Lease Agreement, to be effective on the last day of any month, by delivering six (6) months advance written notice to Lessor.

9. Termination for Lack of Funding. Should funding for this Lease be discontinued, then the Metropolitan Government shall have the right to terminate the Lease upon thirty (30) days written notice to Lessor.

10. Compliance with laws. Lessor agrees to comply with any applicable federal, state and local laws and regulations.

12. Notices.

Notices to the Metropolitan Government shall be sent to:

Ms. Nancy Whitemore
Director of General Services
730 2nd Avenue South, Suite 210
Nashville, Tennessee 37210

Notices to Lessor shall be sent to:

Terrie Ballman
Secretary-Treasurer
Joslin Sign and Maintenance Company, Inc.
630 Murfreesboro Road
Nashville, TN 37210

13. Modification of Lease Agreement. This Lease Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

14. 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.

15. Taxes. Lessor is responsible for paying all real estate taxes associated with the property.

16. Utilities. Lessee agrees to pay all charges made against the Premises for gas, heat, electricity, water, phone, cable internet and any other utilities requested by Lessee during the term of this Lease as the same becomes due.

17. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

18. Employment. Lessor 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.

19. Insurance. The Metropolitan Government shall be responsible for property insurance for all property belonging to the Metropolitan Government that shall be in use within Premises. The Metropolitan Government shall not be responsible for providing property insurance for any property that does not belong to the Metropolitan Government. The Metropolitan Government is a self-insured entity under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-201 et seq. The Metropolitan Government will provide self-insured liability coverage for any damage caused by the negligent acts or omissions of the employees or agents of the Metropolitan Government subject to the limitations and exclusions of the Tennessee Governmental Tort Liability Act.

20. Fire and Other Damage to Premises. In the event of total or partial destruction of the Premises by fire or other casualty, Lessor agrees promptly to restore and repair same; provided, however, Lessor's obligation hereunder with respect to the Premises shall be limited to the reconstruction of such of the leasehold improvements as were originally required to be made by Lessor in accordance with this Lease, if any. Rent shall proportionately abate during the time that the Premises or part thereof are unusable because of any such damage.

21. Contingent Fees. Lessor hereby represents that Lessor has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

22. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in

addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

23. Indemnification and Hold Harmless. Lessor shall indemnify and hold harmless the Metropolitan Government, its officers, agents and employees from: (a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Lessor, its officers, employees, agents, licensees and invitees in connection with the performance of this Lease Agreement; and (b) Any claims, damages, penalties, costs and attorney fees arising from any failure of Lessor, its officers, employees, agents, licensees and invitees to observe applicable laws.

24. Assignment--Consent Required. The provisions of this Lease Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Lease Agreement nor any of the rights and obligations hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Metropolitan Government. Any assignment or transfer shall not release Lessor from its obligations hereunder unless the Metropolitan Government consents to a transfer or assignment.

25. Lessor's Obligations for Maintenance. Lessor shall be responsible for maintaining the property owned by Lessor that adjoins the Premises.

26. The Metropolitan Government's Obligation for Maintenance. Lessee shall be responsible for maintenance and repairs of all sidewalks and parking areas on the Premises. Lessee shall be responsible for sweeping the Premises, and maintenance of the landscape, fencing, and paving on the Premises.

27. Improvements. The Metropolitan Government is permitted to level the Premises, pave the Premises, and install lighting, fencing, gates, stairs and/or ramps.

28. Entire Agreement. This Lease Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

29. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

30. Quiet Enjoyment. Lessor covenants that Lessor has good title to Premises, and is under no disability that would impair Lessor's right to enter into this Lease. Metropolitan Government, upon the payment of the rent herein provided and upon performance of all terms and conditions hereof, shall quietly have and enjoy the Premises during the term hereof without hindrance by or disturbance from Lessor or anyone claiming by or through Lessor.

31. Maintenance of Records. Lessor shall maintain documentation for all charges under this Lease against the Metropolitan Government. The books, records, and documents of Lessor

insofar as they relate to work performed or money received under the Lease, must be maintained for period of three (3) full years from the date of final payment and will be subject to audit, at any responsible time and upon reasonable notice by the Metropolitan Government or its duly appointed representative. The records shall be maintained in accordance with generally accepted accounting principles.

32. Broker's Commission. There will be no brokerage commission payable since no broker is involved in the lease.

33. Governing Law. The validity, construction and effect of this Lease Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

34. Venue. Any action between the parties arising from this Lease Agreement shall be maintained in the courts of Davidson County, Tennessee.

35. 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.

36. Effective Date. This Lease Agreement shall not be binding upon the parties until it has been signed first by the Lessor and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY**

RECOMMENDED BY:

Nancy Whittemore

Nancy Whittemore, Director
Department of General Services

Steve Berry

Steve Berry, Director
Public Property Administration

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

Talia Lomax-O'dneal
Talia Lomax-O'dneal, Director
Department of Finance

**APPROVED AS TO FORM AND
LEGALITY:**

Mary Lou Hest
Assistant Metropolitan Attorney

ATTEST:
FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Date: _____

LANDLORD

Joslin Sign and Maintenance Company, Inc.

BY: *Terrie Ballman, Secretary-Treasurer*
Terrie Ballman, Secretary-Treasurer

Terrie Ballman Sworn to
and subscribed to before me, a Notary Public,
this 5th day of
December, 2017, by

Terri R. Troup, the
Finance Administrator of LESSEE
and duly authorized to execute this
instrument on Lessee's behalf.

Terri R. Troup
Notary Public

My Commission Expires March 3, 2021

