

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of this the ____th day of August, 2017, is made between MADISON COUNTY, a political subdivision of the State of Mississippi ("LESSOR" or "COUNTY") and SOUTH CENTRAL COMMUNITY ACTION AGENCY ("LESSEE" or "SCCAA"), with reference to the following facts:

RECITALS

A. COUNTY is the owner of that certain real property (the "Property") located at 140 W. Center Street, Canton, Mississippi; and

B. COUNTY is willing to lease the Premises to LESSEE upon the promises, terms, conditions, and covenants set forth herein below.

AGREEMENT

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1 PREMISES

COUNTY does hereby lease to LESSEE and LESSEE does hereby lease from COUNTY the following described property ("Premises"): an office work station within the space currently occupied by the Madison County Citizen Services Agency ("MCCSA") located at 140 W. Center Street in the City of Canton, County of Madison, in the State of Mississippi. The work station is approximately fifty (50) square feet in size.

ARTICLE 2 TERM

The term of this Agreement ("Term") shall commence on the September 1, 2017 ("Commencement Date") and shall expire at 11:49 p.m., local time on the last day of the calendar month which completes one (1) full year from the Commencement Date ("Expiration Date").

ARTICLE 3 CONSIDERATION

It is mutually agreed that LESSEE shall have possession and use of the Premises to operate and implement their community outreach programs in exchange for paying the COUNTY four hundred dollars and no cents (\$400.00) per month for rent. Rent shall be due and payable on or before the 5th day of the calendar month and shall be hand-delivered or mailed to: Mr. Shelton Vance, Madison County Administrator, Post Office Box 608 Canton, MS 39046.

ARTICLE 4 USE OF THE PREMISES

LESSEE shall use the property for the purpose of client service collaboration with MCCSA. LESSEE will house one staff person at one work station at 140 W. Center Street to collaborate CSBG, Weatherization and LIHEAP Services for the citizens of Madison County. LESSEE will refer clients to the MCCSA LIHEAP

Program and MCCSA will refer clients to LESSEE for CSBG and Weatherization Program Services. LESSEE shall make no other use of the Premises without the prior written approval of the COUNTY.

LESSEE shall not use the Premises or permit the Premises to be used in whole or in part for any purpose or use that is in violation of the laws, ordinances, regulations, or rules of any public authority at any time. LESSEE shall not allow use or occupancy of the Premises by any person, other than LESSEE's officers, agents, employees, contractors, vendors, clients, or service related invitees.

LESSEE agrees to comply with the MCCSA's Holiday Schedule for Office Closures, Attachment "A" to this Agreement.

LESSEE is responsible for furnishing office equipment and supplies, e.g. computer, printer, telephone, copier, pens and paper, and file cabinet, necessary to support its community outreach program operated on the Premises.

LESSEE is also responsible for securing internet service at its own expense if necessary to support its operations. COUNTY will not provide secure access to the Madison County network.

COUNTY will provide key access to the Premises. LESSEE shall inform the Executive Director of Social Services for MCCSA if any staff or employees of LESSEE will be using the Premises any time other than regular business hours. Regular business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.

LESSEE shall comply with MCCSA Professional Standards of Conduct and Behavior as outlined in Attachment "B" to this Agreement.

ARTICLE 5 REPAIRS

LESSEE shall maintain the Premises, including improvements, in as good condition as such property and improvements were at the beginning of the tenancy, except ordinary wear and tear. LESSEE shall not construct any improvements or make any alterations or changes to existing improvements on the Premises without the prior written approve of COUNTY.

ARTICLE 6 INSURANCE AND INDEMNIFICATION

The COUNTY agrees that it shall, during the full term of this lease and at its own expenses, keep the leased Premises and any structural improvements on the leased Premises insured in sufficient amounts against loss or damage by fire and other casualty commonly covered by standard fire and all risk coverage insurance including flood coverage.

LESSEE agrees that it shall, during the full term of the lease and at its own expense, keeps its contents, non-structural improvements and personal property located on the leased Premises fully insured against loss or damage by fire or other casualty, commonly covered by standard fire and all risk coverage insurance including flood coverage. LESSEE does hereby release and waive on behalf itself and its insurer by subrogation or otherwise, all claims against COUNTY on account of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the COUNTY.

LESSEE shall defend, indemnify, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, sustained by any person or to any property in, on or about the Premises arising out of or resulting from the performance of this agreement by the LESSEE or anyone directly employed by LESSEE, its officers, agents, invitees, guests, or tenants, except and in proportion to the extent caused by the negligence of COUNTY, its officers, directors, employees, agents, or volunteers. This indemnification shall survive the termination or expiration of the Agreement.

ARTICLE 7 RIGHT TO ENTRY

COUNTY reserves the right, without liability to LESSEE, to enter the Premises for purposes of inspection, surveying, and any use not substantially interfering with LESSEE's use.

MCCSA, on behalf of the COUNTY, shall also have a right to enter the Premises to perform as-needed inspections of the Premises to ensure the Premises are properly maintained and kept in a reasonably clean manner.

COUNTY, its officers, agents, assigns, and employees shall have the right, without limitation throughout the term of this Agreement to enter upon the Premises for any lawful purpose, including the purpose of determining whether LESSEE is complying with its obligations hereunder. Such entry by COUNTY shall not be deemed to excuse LESSEE's performance of any promise, terms, condition, or covenant required of it by this Agreement, and shall not be deemed to constitute a waiver thereof by COUNTY Lessor will respect the privacy of the Lessee.

ARTICLE 8 TERMINATION

Both COUNTY and LESSEE shall have the right to terminate this Agreement without cause by giving written notice of that intention and identifying the early termination date to the other party at least thirty (30) days prior thereto.

In the event LESSEE remains in possession of the Premises after the Expiration Date, then this Agreement shall remain in effect upon the same terms and conditions as a month-to-month tenancy. Either party hereto may terminate the tenancy by giving 30 days written notice.

SCCAA agrees and understands that they will be evicted immediately if rent is not paid in full by the 5th day of each month. If the 5th day of the month falls on a Saturday, Sunday, or on a COUNTY recognized holiday, rent shall be paid the first business day thereafter.

SCCAA agrees to leave property in clean and neat condition if the Lease is terminated. SCCAA understands that the property shall be left in the same condition as it was at the point of moving into the office space.

SCCAA agrees that they have read the terms of this Lease. SCCAA agrees and understands the terms of this lease regarding the property located at 140 W. Center Street in Canton, Mississippi Madison County.

**ARTICLE 9
GENERAL**

AS-IS LEASE. LESSEE acknowledges that, except as expressly contained in this Agreement, neither COUNTY nor anyone acting for or on behalf of the COUNTY has made any representation, warranty, or promise to LESSEE concerning the physical aspects or condition of the Premises, the feasibility or desirability of the Premises for any particular use; the presence of any other physical aspect of the Premises; and that in entering into the Agreement, LESSEE has not relied on any representation, statement or warranty of COUNTY or anyone acting for or on behalf of COUNTY, other than as may be expressly contained in this Agreement.

DAMAGE TO THE PREMISES. If the Premises are seventy-five (75) percent destroyed by fire or other casualty, then this Agreement shall terminate. If ten (10) percent or less of the floor space of the Premises is rendered unusable for the purpose intended, because of fire or casualty, COUNTY will restore the Premises as quality as reasonably possible. In the event that destruction of the Premises renders more than ten (10) percent but less than seventy-five percent of the floor space unusable, than repairs will be made, if any, in the sole discretion of the COUNTY. COUNTY will make an assessment to either repair the Premises or refrain from making the repairs. In the event COUNTY deems appropriate to repair, COUNTY will give notice to LESSEE as to the time required to make the repairs. In the event COUNTY elects not to make any repairs, COUNTY reserves the right to terminate this Agreement.

FORCE MAJEURE. Neither COUNTY nor LESSEE shall be deemed to be in breach of this Agreement, if either is prevented from performing any of its obligations herein by reason of strike, terrorism, boycott, labor dispute, embargo, shortage of energy or materials, act of God, act of public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, or any other circumstance for which it is not reasonable, which is not within its control and which cannot be modified or overcome by reasonable efforts of the prevented party.

CONSEQUENTIAL LOSS. In no event shall either party be liable to the other party for any indirect, special, consequential, or punitive damages, including, but not limited to, loss of business or loss of profits, use, or data, or any other consequential damages of any kind or nature whatsoever, regardless of the form of action, which may arise from the performance, nonperformance, default, or other breach of this Agreement.

RISK OF HAZARDS. LESSEE shall not do anything on the Premises, nor bring or keep anything thereon which will in any way increase the risk fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction.

WRITTEN COMMUNICATIONS AND NOTICE. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Agreement shall be in writing and either served personally, sent by fax, as evidenced by a fax transmittal, or sent by prepaid, first class, certified mail. Such matters shall be addressed to the other party at the following address:

<p>TO COUNTY AT:</p> <p>County Administrator Madison County Administrative Building 125 West North Street Canton, MS 39046 Fax: (601) 859-5875</p>	<p>TO LESSEE AT:</p>
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or such other address as a party may designate to the other by notice. Such notice shall be deemed effective five (5) days after transmittal as provided herein.

REMOVAL OF PERSONAL PROPERTY UPON TERMINATION OR EXECUTION. Upon COUNTY's request, LESSEE shall, within thirty (30) days of termination or expiration of this Agreement, remove the LESSEE's personal property from the Premises, and shall restore the Premises to its original condition, reasonable wear and tear excepted. Such removal and repair shall be performed by LESSEE at its sole cost and expense. In the event that the Premises or any portion thereof are damaged by LESSEE, such damage shall be repaired immediately by LESSEE at its sole cost and expense. LESSEE shall be afforded reasonable access to the Premises to complete these tasks.

ABANDONED PROPERTY. Any LESSEE personal property not removed within thirty (30) days of termination or expiration of this Agreement shall be deemed abandoned property and shall thereupon become the property of the COUNTY to be used or disposed of by COUNTY without compensation to LESSEE. If COUNTY disposes of property abandoned by LESSEE within one hundred twenty (120) days after being abandoned by LESSEE, LESSEE shall compensate COUNTY for the actual costs incurred in disposing of any such abandoned property to the extent disposal costs exceed the amount realized through their disposal, provided such compensation shall not exceed \$2,500.00.

ASSIGNMENT AND SUBLETTING. LESSEE shall not have the right to sublet its lease, or any of its rights under this Agreement, in whole or in part, nor have the right to assign this lease, in whole or in part, without the prior written consent of the COUNTY, which may be withheld for any reason. Subletting specifically includes, without limitation, the subleasing, licensing, or granting of other rights to use all or any portion of the Premises.

PARTIAL INVALIDITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, or is found to be prohibited by law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable or prohibited, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

SUPERSEDES. This Agreement supersedes and cancels any and all oral negotiations or previously executed agreements between the parties hereto pertaining to the herein described Premises.

AMENDMENT AND WAIVERS. This Agreement constitutes the entire understanding of the parties thereto and shall not be altered or amended except by a supplementary agreement in writing and signed by both parties. The failure of either COUNTY or LESSEE to exercise the rights granted hereunder shall not constitute a waiver of the same either at the time or upon a later recurrence.

SUCCESSORS IN INTEREST. This Agreement shall be binding upon and inure to the benefit of the successors-in-interest of the parties hereto.

RIGHT AND REMEDY. No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

ATTORNEY'S FEES AND COSTS. Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and each party in that suit or proceeding shall be responsible for its own attorney's fees and costs.

GOVERNING LAW. This Agreement shall be governed by the laws of the State of Mississippi.

TIME OF ESSENCE. Time is of the essence of this Agreement and the obligations of the parties to perform hereunder.

AUTHORITY FOR AGREEMENT. LESSEE warrants and represents that LESSEE has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, and no additional approvals or consents of any person or entity are necessary in connection therewith. The execution, delivery, and performance of this Agreement by the undersigned LESSEE has been duly authorized by all necessary corporate or other applicable action, and this Agreement constitutes a legal, valid, and binding obligation of LESSEE, enforceable in accordance with its terms.

AUTHORITY OF EXECUTIVE DIRECTOR. The Executive Director of MCCA shall administer this agreement on behalf of COUNTY.

ENTIRE AGREEMENT. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only by written instrument duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed on this the __th day of August, 2017.

LESSEE:

MADISON COUNTY, MISSISSIPPI

BY:

TREY BAXTER, PRESIDENT OF
THE MADISON COUNTY BOARD
OF SUPERVISORS

LESSOR:

SOUTH CENTRAL COMMUNITY ACTION
AGENCY

BY:

Sheletta Buckley
Executive Director

ATTEST:

BY:

RONNY LOTT, CLERK

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state on this the 5th day of June, 2017, within my jurisdiction, the within name TREY BAXTER and RONNY LOTT, who are the President and Clerk, respectfully, of the Board of Supervisors of Madison County, Mississippi, and as such, they did sign and deliver the above and foregoing instrument on the date and for the purposes as therein state din the name of, for and on behalf of Madison County, Mississippi, they being first duly authorized to do so.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

(SEAL)