

## LEASE AGREEMENT

Between

### **MADISON COUNTY AND EXCEL by 5** (Early Childhood Learning Initiative)

**WHEREAS** the Board of Supervisors of Madison County believes that it is in the interest of Madison County to provide its children with educational opportunities upon their period of earliest cognition; and

**WHEREAS** the Madison County Board of Supervisors has reviewed with appreciation the early childhood learning initiative known as Excel by 5 which offers young children the opportunity to become exposed to reading, language and social development skills in preparation for success in kindergarten and beyond; and

**WHEREAS** the Excel by 5 early childhood certification process necessitates the establishment of an Excel by 5 office in Madison County; and

**WHEREAS** the Board of Supervisors wishes to offer Excel by 5 the opportunity to situate its offices within the confines of the Madison County governmental complex; and

**WHEREAS** Madison County Board of Supervisors, as Lessor, and Excel by 5, as Tenant, mutually agree to enter into a Lease Agreement for occupancy of that certain space, more particularly described herein, and which lies within the confines of the "Old" Madison County Courthouse, to wit:

### WITNESSETH

1. **PREMISES:**

Landlord leases to Tenant a portion of those premises situated on the 3rd Floor of a building known as "the old courthouse" on the Canton Square, being otherwise described as follows:

Approximately 499 square feet of building space on the 3rd floor of the Madison County Historic Courthouse, 140 W. Peace St., Canton, MS 39046.

2. **TERM:**

The term shall be for one-year period with renewal for 5 successive one-year terms beginning June 1, 2013.

3. **RENT:**

Parties agree and recognize that the building located at this property is in need of renovation and do further acknowledge that whatever repairs Tenant might make will be of substantial benefit to the Lessor over the term of the said Lease. The parties hereto also recognize that the area within this property is no longer needed for County or related purposes and is not to be used in the operation of Madison County or related purposes and that the Lease of the property by competitive bids is not necessary or desirable for the financial welfare of the County, and that the use of this property by Tenant will promote and foster the development, educational enhancement and improvement of Madison County, and that the allowance of said Lease is believed to be in the best interest of Madison County. The parties also acknowledge that this Agreement is for the purposes of supporting the educational development, promotion and improvement of the children within Madison County. Tenant agrees to pay Lessor a monthly lease payment of One Hundred Fifty Dollars (\$150.00).

4. **LANDLORD:**

The Landlord, through the action of the Madison County Board of Supervisors, has adopted a Resolution authorizing the President, to execute this document.

5. **UTILITIES:**

Lessor will provide heat, air conditioning, light, water, and access to Internet services and other related utility and sanitation services. Tenant will provide computer and telephone services to whatever extent it might desire.

6. **USE OF PREMISES:**

Tenant shall use the premises for promotion and coordination of the educational and other cultural activities for the benefit of all residents of Madison County, Mississippi. Tenant also agrees that it will use the premises for the sole purpose stated above and may not use the premises for any other purposes without the prior express written consent of the Landlord, such approval not to be unreasonably withheld.

7. **REPAIRS:**

Landlord desires that the physical appearance of the rented office space be maintained in a neat and clean condition. Landlord shall maintain and keep the appearance of the buildings and grounds in such condition throughout the term hereof, to include land, exteriors of buildings, the grounds, etc., and all other exterior improvements, in said neat and clean conditions.

8. **IMPROVEMENTS AND ALTERATIONS BY TENANT:**

Tenant may make, at its own expense, such improvements or alterations as it may deem necessary or desirable, provided Tenant will hold Landlord harmless from any liens arising therefrom and pay any taxes attributable thereto, subject to the right of Landlord to review and approve any plans and specifications prior to commencement of construction in regard to any improvement or alteration. Landlord agrees to specify any objections on a timely basis and agrees not to unreasonably withhold its permission for said improvements or alterations by Tenant.

9. **INSURANCE:**

Tenant shall maintain liability insurance, which is acceptable to the Lessor during the term of this Lease in the amount of \$500,000.00. Tenant shall provide the Lessor with certificates of insurance evidencing said coverage and naming Lessor Landlord as an additional protected party under the Tenant's Liability Insurance Policy.

10. **INDEMNITY:**

Tenant agrees to hold harmless, indemnify and defend Landlord, and its respective agents, representatives, successors and assigns, from any and all liability, claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions and causes of action of every kind and nature whatsoever which may arise by reason of any injury or death to any person or persons, or by reason of damages to the property of any person or persons, including without limitation, Landlord and Landlord's licensees, invitees, agents or employees which may in any way arise or result from, or be connected with, activities conducted on the subject property under the actual authority of this Lease, which arise or accrue after the effective date of this Lease.

11. **DESTRUCTION OF PREMISES:**

If, after Landlord delivers possession, the premises shall be destroyed totally or in part by fire, windstorm or other hazard, or suffer damage, Landlord shall have the option to terminate this Lease.

12. **SIGNS:**

Tenant shall have the right to maintain signs on the premises subject to the approval of Landlord and the local governing body.

13. **DEFAULT:**

Landlord may terminate this Lease on at least thirty (30) days' notice if any of the following events of default is not cured before the effective date of such notice: Tenant files or has filed against it a petition under the bankruptcy laws, making of an assignment for the benefit of creditors, being adjudicated insolvent, having a Receiver appointed for Tenant or a judicial attachment of all or substantially all of its assets, or any breach of the terms and conditions of this Lease. Tenant shall also be in default of this Lease Agreement should its status as a non-profit corporation change to that of a full profit corporation. Landlord shall be reimbursed for all reasonable costs (including attorney's fees) incurred in seeking to collect sums due under and to enforce provisions of this Lease.

14. **ENVIRONMENTAL:**

Tenant shall have total responsibility and liability for any and all environmental conditions created by Tenant in violation of any local, state or federal law, statute, rule, regulation, etc., which conditions are created during the term of the Lease Agreement, and any extension period or any holdover period. Tenant shall have total responsibilities for any cleanup, which may be required in regard thereto, and Tenant shall indemnify and hold harmless the Landlord from any and all costs incurred as a result of such environmental conditions created by tenant, which arise during the term of this Lease or extension thereof, and thereafter as long as said condition exists.

15. **AMENDMENT OR MODIFICATION:**

All terms, understandings, and agreements binding upon Landlord or Tenant are herein set forth; and this Lease Agreement shall not be amended or modified, except in writing, signed by both of the parties hereto.

16. **NOTICES:**

Except where otherwise provided, notices shall be in writing and shall be effective when mailed, postage prepaid, certified mail to the parties at their

respective addresses shown above. Either party may change its address by written notice to the other party.

17. **POSSESSION:**

Landlord shall deliver actual possession and use of the entire premises on the date of this Lease Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease Agreement to be executed, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2013.

LANDLORD:  
MADISON COUNTY, MISSISSIPPI

TENANT:  
EXCEL BY 5

BY: \_\_\_\_\_  
GERALD STEEN, PRESIDENT  
MADISON COUNTY BOARD OF  
SUPERVISORS

BY: \_\_\_\_\_  
PRESIDENT, \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the \_\_\_\_\_ day of May, 2013, within my jurisdiction, the within named **GERALD STEEN**, who is the President of the Madison County Board of Supervisors of Madison County, Mississippi, and as such, he did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of Madison County, Mississippi, he being first duly authorized to do so.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

\_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this \_\_\_\_\_ day of May, 2013, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he/she is President of Excel by 5, and as such, he/she did sign and deliver the above adn foregoing instrument on the date and for the purpose as therein stated in the name of, for and on behalf of Excel by 5, he/she being first duly authorized to do so.