

ORDINANCE NO. 1636

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, AS FOLLOWS:

SECTION 1. It is hereby established and declared that the following described real property of the City of Fairhope, Alabama, is not needed for public or municipal purposes during the term of this lease, to-wit: A portion of Tax Parcel 46-03-37-0-015-211.000; the northwest corner of the building consisting of 1,300 square feet.

SECTION 2. The City of Fairhope, Alabama, having received an offer from Scott Free Productions to lease that real property described in Section 1, above, it is hereby declared to be in the best interest of the public and the City of Fairhope, Alabama, to lease said real property to Scott Free Productions under the following terms and conditions, to-wit:

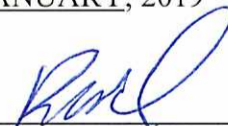
The term of this lease agreement shall begin on February 8, 2019 and ending on March 6, 2019; The rent for said lease shall be a flat fee of \$500.00 for use of the building payable on February 8, 2019; and any extension beyond this period shall require five (5) days' notice prior to the final date of this lease by the Lessee to the Lessor and a pro-rated fee shall become due and payable immediately. Lessee agrees to pay to Lessor at P.O. Drawer 429, Fairhope, AL 36533, or at such other place or places as Lessor may from time to time designate.

SECTION 3. Pursuant to the authority granted by Section 11-47-21 of the Code of Alabama of 1975, the Mayor of the City of Fairhope, Alabama, is hereby directed to execute said lease agreement in the name of the City of Fairhope, Alabama.

SECTION 4. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 28TH DAY OF JANUARY, 2019



Karin Wilson, Mayor

ATTEST:



Lisa A. Hanks, MMC
City Clerk

Ord. No. 1636 Published in
FAIRHOPE COURIER
on Wednesday, February 6, 2019
Lisa A. Hanks City Clerk

LEASE

STATE OF ALABAMA
COUNTY OF BALDWIN

THIS LEASE agreement made and entered into this 28th day of January, 2019, at Fairhope, Alabama by and between the CITY OF FAIRHOPE, ALABAMA, hereinafter referred to as "Landlord" or "Lessor" and SCOTT FREE PRODUCTIONS, hereinafter referred to as "Tenant" or "Lessee".

1. Premises and Term. Landlord does hereby lease and demise unto Tenant a portion of that premises situated in Baldwin County, Alabama, commonly known as 451 PECAN AVENUE, FAIRHOPE, ALABAMA and which portion is located in the northwest corner of the building consisting of 1300 square feet for continuous use and occupancy for and during the term beginning February 8, 2019 and ending March 6, 2019. This period is herein referred to as the "term" or "period" of said lease and shall include any extensions.

2. Rent. Tenant promises and agrees to pay to Landlord for the term of this lease a flat fee of \$500.00 for use of the space payable on February 8, 2019. Any extension beyond this period shall require five (5) days' notice prior to the final date of this lease by the Lessee to the Lessor and a pro-rated fee shall become due and payable immediately.

3. Use of Premises. The premises, during the term of this, lease shall be used and occupied solely for the purposes film production and includes the use of certain items currently stored in the space and not in use by the Lessor (used office furniture, park benches, outdated computers, laptops, printers, TVs, a Fairhope sign, Christmas decorations and lights). Tenant shall not use nor permit the same to be used for any other purpose or purposes without the prior written consent of the Landlord. Tenant at all times shall fully comply with all laws, ordinances and regulations of any lawful authority having jurisdiction of said premises including, but not limited to, such as shall relate to health, safety, sanitation and cleanliness. Tenant will not commit any waste to said property nor permit the same to be done and will take good care of said premises at all times, and will not, by any act or omission, render Landlord liable for any violation thereof. When vacating the building, Tenant will remove all set materials not including the items owned by the Lessor and used by the Lessee.

4. Condition of, Damage to and Maintenance of Premises. Tenant shall examine said premises before taking possession, and Tenant's entry into possession shall constitute conclusive evidence that, as of the date thereof, the said premises were in satisfactory condition. Landlord does not warrant the condition of the premises or that the property is fit for any particular purpose, except as hereinafter set out.

Tenant shall return the premises at the end of the lease in at least the same or better condition as said premises were in at the beginning of the lease.

Landlord shall not be liable for any loss or damage caused by, or growing out of, any breakage, leakage, disorder or defective condition of the heating, air conditioning, or mechanical installations and/or systems, electric wiring, pipes, or plumbing. Landlord shall not be liable for any damage to any property on said premises caused by, or growing out of, fire, rain, lightning, wind, high water, over-flow water, freezing or other causes.

5. Fixtures. All improvements and additions to the leased premises shall become the property of the Landlord, with the exception of furniture or trade fixtures. Said furniture and trade fixtures remain the property of the Tenant and may be removed by the Tenant upon the expiration of this lease, provided the Tenant shall have complied with all terms, conditions and covenants of this lease. No improvements by Tenant, including painting, shall be made upon said property without the prior written consent of Landlord. Landlord shall have the right to require a written waiver of mechanics' or materialmen's liens by the contractor prior to executing written consent to place said improvements on the property.

6. Indemnity and Insurance; Waiver of Subrogation. Tenant will indemnify, protect and save harmless Landlord, its officers, officials, agents, appointees and employees, from any loss, cost, damage, liability or expense including Court costs, attorney's fees and any other legal costs, caused by injury or damage to any person or to property of any person other than Tenant while in or on said premises herein leased; and, the Landlord shall not be liable for any loss of any property of Tenant, however occurring. The Landlord, its officers, officials, agents, appointees, and employees, shall be indemnified by the Tenant against such liability arising from all causes, except the acts or omissions of Landlord. In furtherance hereof, Tenant will obtain and provide a copy to Landlord of a policy of general liability insurance subject to approval of Landlord in amounts of not less than \$1,000,000.00 showing Landlord as an additional loss payee. The policy shall at all times provide that the Landlord shall be notified not less than thirty (30) days in advance of any proposed cancellation of the policy.

Tenant shall maintain insurance covering its stock of goods, inventory, and other property located in the above described premises with a copy of said policy to be deposited with Landlord and non-cancelable. Tenant agrees not to assign to any insurance company any right or cause of action for damage to the property of Tenant located on the above described premises which Tenant now has or may subsequently acquire against Landlord during the term hereof. This agreement not to assign rights or causes of action shall apply only where such insurance as described herein and applicable law allow the Insured to enter into such an agreement; and, this agreement shall apply only as respects insured loss occurring on the property described herein.

Tenant shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from Tenants operations under this Lease, or by anyone directly or indirectly employed by him/her.

7. Overloads. Tenant will not overload the building, its floors, roof, or walls, the bulkheads, pier and concrete apron and shall be liable for all damages to the premises or other consequences of overloading.

8. Default. Upon the happening of any one or more of the events as expressed in subparagraphs hereof below (which said events shall separately and severally constitute a default hereunder at Landlord's option), the Landlord shall have the right at the option of the Landlord to: (1) annul and terminate this lease, and thereupon re-enter and take possession of said premises; or (2) re-enter and re-let said premises from time to time, as agent of the Tenant, and such re-entry and/or re-letting shall not discharge Tenant except that net rents (that is, gross rents less the expense of collecting and handling, and less commissions) collected as a result of such re-letting shall be a credit against the Tenant's liability for rents under the terms of this lease. Nothing herein shall be construed to require the Landlord to reenter and re-let in such event. Nor shall anything herein be construed to postpone the right of the Landlord to sue for rents, whether matured by acceleration or otherwise; Landlord shall have the right to demand, collect and/or sue therefore at any time after default.

Each of the following may be treated by Landlord as a default:

Tenant's failure to pay the flat fee rent when it is due.

Filing of a petition in bankruptcy or a petition under the bankruptcy laws by or against the Tenant, or commission by the Tenant of an act of bankruptcy.

An assignment for the benefit of creditors by the Tenant or appointment of a receiver of Tenant's property.

Before the expiration of the term hereof, and without the written consent of the Landlord, Tenant vacates said premises or abandons the possession thereof, or uses the same for purposes other than herein specified or ceases to use said premises for the purposes herein specified.

Tenants failure to properly insure the property as provided for herein.

Tenant's violation of any other term, condition or covenant on the part of the Tenant herein contained.

Upon default, upon breach of condition, or upon any termination of this lease or re-entry of said premises, the rents hereunder or the entire rental period and any other indebtedness payable under provisions hereof shall be and become immediately due and payable and without regard to whether or not possession of the premises shall have been surrendered to or taken by the Landlord. Said sum shall bear interest at the maximum legal rate.

9. Attorney fees and exemption waiver. Tenant agrees to pay a reasonable attorney's fee and all costs, if it becomes necessary for Landlord to employ an attorney to collect any of the rent agreed to be paid, to enforce any of the provisions of this lease, to obtain possession of the leased premises, or otherwise to exercise any option or enforce any right given to Landlord upon default by Tenant. Tenant expressly waives any exemptions secured to Tenant, whether a corporation or individual, under the laws of any state or the United States of America as against the collection of any debts herein or hereby incurred or secured.

10. Relation of Parties. The execution of this lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to create between Landlord and Tenant the relationship of principal and agent, partnership, or joint venture, and the relationship between them shall be that only of Landlord and Tenant.

11. Landlord's reservation of rights. The failure of Landlord to insist upon a strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall remain in full force and effect. The receipt by Landlord of rent with the knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver of Landlord of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

12. Condemnation. If the whole of the demised premises shall be taken by Federal, State, County, City, public utility, or other authority for public use or under any statute, or by right of eminent domain, the term hereby granted and all rights of the Tenant hereunder shall immediately cease and terminate, and the Tenant shall be entitled only to that part of any award that may be made for such taking, to the extent of Tenants improvements thereon. If but a part of the demised premises be taken by right of eminent domain, this lease shall continue in full force and effect as to the property remaining, provided such property remaining is capable of continued enjoyment by the Tenant for the uses and purposes provided for hereunder. Tenant shall not be entitled to any award that may be made for such taking, except to the extent of Tenants improvements thereon, nor shall such taking constitute a termination of this lease, or a constructive eviction of Tenant. However, the rent payable hereunder shall be adjusted as of the time of such taking to equitably reflect the change in the size of said remaining property.

13. Subordination to mortgage. This lease shall at all times be subject and subordinate to the lien of any bonds, warrants, or mortgages now on or hereafter placed upon the premises, and to all advances made or hereafter to be made upon the security thereof. The Tenant binds and obligates himself to execute and deliver such further instrument or instruments subordinating this lease to the lien of any such bonds, warrants, or mortgages at any time same shall be requested by the Landlord. Whether or not this lease is subordinate to any such bond, warranty or mortgage, the Tenant's right to quiet enjoyment of the premises demised hereby shall be maintained so long as Tenant shall pay all rentals and perform all duties required of Tenant hereunder.

14. Prohibition on Transfer by Tenant. Each and every transfer or assignment of this lease by the Tenant or any interest therein, and each and every subletting of said premises, or any part thereof, or any interest therein, shall be null and void, unless the prior written consent of the Landlord be obtained. Any violation hereof constitutes a substantial and material breach of condition of this lease, with all of the rights thereunto pertaining as in the case of default for any other cause hereunder.

15. Waste or Nuisance. Tenant shall not permit, cause or allow any act or omission in, on or about said premises which shall unreasonably cause or be likely to unreasonably cause injury or damage to any person, or to the premises, or to the right of way adjoining the premises. Tenant shall not allow, cause or allow any unreasonably obnoxious, disturbing or offensive odors, fumes, gases, smoke, dust, steam or vapors or any loud or disturbing noise, sound or vibration to originate on or be omitted from said premises. Tenant shall at all times keep said premises in orderly condition and shall keep the entranceways adjoining the premises free from rubbish and dirt. Tenant agrees to permit no waste of the property, but on the contrary to take good care of the same and upon termination of this lease to surrender possession of the same in as good condition as at the commencement of the term or as they may be put in during the term as reasonable use and wear thereof will permit.

16. Binding effect. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of the Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns. This provision shall not permit the assignment of the lease or subleasing of the premises, except as heretofore provided.

17. Landlord's Access. Landlord, its agents or representatives, at all reasonable times may enter said premises to inspect to insure compliance with the terms hereof and to exhibit the premises to prospective tenants or purchasers.

18. Notice. Any notices, demands, communications, or election to exercise any option herein, whether intended for the Landlord or the Tenant, shall be in writing and may be delivered in person or by registered or certified mail to the address of the party intended as the recipient thereof at such address as stated hereon, or to such other address as the parties may from time to time designate in writing.

19. Cumulative rights. All rights and remedies provided herein for the Landlord are cumulative and are in addition to any other remedies accruing to Landlord by operation of law.

20. Disclaimer of Warranties. The execution by the Lessor and Lessee of the Lease shall not be construed as a warranty or representation by the Lessor or by the Lessee that the premises are fit and suitable for the use which Lessee intends to make or may make of the premises. The Lessor hereby specifically disclaims any and all warranties whether expressed or implied.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease by affixing their signatures and seals on the day and year first above set forth.

LANDLORD:
CITY OF FAIRHOPE

By: 
Karin Wilson, Mayor

TENANT:
SCOTT FREE PRODUCTIONS

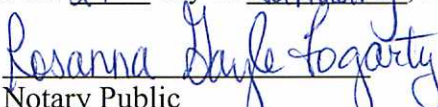
By: 
Ted Deiker, Line Producer

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that KARIN WILSON whose name is signed to the foregoing conveyance as Mayor of the City of Fairhope, and who is known to me acknowledged before me on this day, that being informed of the contents of said instrument, he with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 29th day of January, 2019.

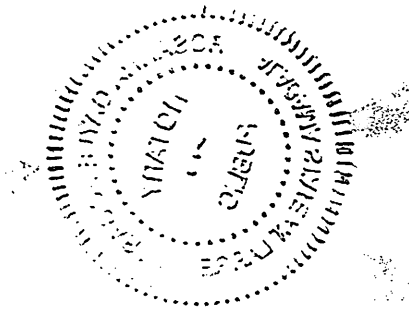
(AFFIX SEAL)


Notary Public
My Commission Expires:

ROSANNA GAYLE FOGARTY
Notary Public, Alabama State At Large
My Commission Expires
April 11, 2020

STATE OF ALABAMA
COUNTY OF BALDWIN

ROSAANNA GAYLE FOGARTY
Notary Public, Alabama State At Large
My Commission Expires
April 11, 2020



I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that TED DEIKER whose name as Line Producer of SCOTT FREE PRODUCTIONS is signed to the foregoing document as Tenant, and who is known to me acknowledged before me on this day, that being informed of the contents of said instrument, he as such officer and with full authority executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal on this the 30th day of January, 2019.

(AFFIX SEAL)



Jessie A. Harbo
Notary Public
My Commission Expires: 8/31/2023

