

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CHATHAM

This LEASE AGREEMENT made and entered into as of the ____ day of ____, 2017 by and between NORTH CHATHAM VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as LESSOR, of Pittsboro, North Carolina; and CHATHAM COUNTY, by and through its Sheriff's Office, hereinafter referred to as LESSEE;

W I T N E S S E T H :

That subject to the terms and conditions hereinafter set forth, Lessor does hereby lease to Lessee, and Lessee does hereby accept as Lessee not more than 35 feet of one bay as determined by the Lessor's Fire Chief and approved by the Lessor's Board of Directors located in Lessor's station, lying and being in Chatham County, North Carolina, and more particularly described as 258 Seaforth Road, Pittsboro, North Carolina 27312;

TO HAVE AND TO HOLD said premises, together with all privileges and appurtenances thereunto belonging, to them the Lessee for the term and upon the conditions hereinafter set forth:

1. TERM OF LEASE. The term of this lease shall be begin as of ____, 2017 and expire at 12:00 noon on ____, 2018 and automatically renew for additional one year terms unless terminated by either party at any time with written notice to the other party.

2. RENTAL. As rental for said premises Lessee shall pay to Lessor the sum of ONE AND NO/100 DOLLARS (\$1.00) payable upon the execution hereof.

3. LIGHTS, HEAT. During the term of this lease or any extension hereof, Lessee shall not use any electrical power or water for cleaning its equipment other than what is normally provided to the Lessor's station without the prior approval of the Fire Chief and Board of Directors.

4. USE OF PREMISES. The leased premises shall be occupied solely and exclusively for the storage of a 2017 Bulls Bay Carolina Skiff Boat VIN# FVZN6062117, with Trailer VIN# 1W7B1256H1001098 and for no other purpose by the Chatham County Sheriff's Office and only by Lessee. Lessee shall not interfere with Lessor's use of the remainder of the facility.

5. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY. Should the structure upon the premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this lease shall thereupon terminate.

6. ASSIGNMENT OR SUBLETTING. Lessee shall not assign this lease or sublet any part of the premises without the written consent of Lessor.

7. DAMAGE TO PREMISES. Lessee shall be liable for any and all injury or damage to its property while on the premises. It shall indemnify and hold Lessor harmless from all loss or claims arising therefrom.

8. INDEMNITY AND INSURANCE. Lessee does hereby agree to indemnify and hold Lessor harmless from all claims for damages to persons or property arising out of Lessee's use or occupancy of the premises, and all expenses incurred by Lessor because thereof, including attorney fees and court costs. In addition, Lessee agrees to maintain comprehensive general liability and extended coverage insurance upon the leased premises with coverage mutually acceptable to the parties naming Lessor as an additional insured. Lessor and Lessee hereby release and relieve the other, and waive any right of recovery, for loss or damage arising out of or incident to the perils insured against, which perils occur in, on or about the premises, whether due to the negligence of Lessor or Lessee, and their agents, employees, contractors and/or invitees, to the extent such loss or damage is within the policy limits of said comprehensive general liability insurance. Lessor and Lessee, upon obtaining the policy or policies of insurance required, shall give notice to the insurance carrier that the foregoing mutual waiver of subrogation is contained in this lease.

9. DEFAULT AND REMEDIES OF LESSOR. If Lessee violates or defaults in the performance or compliance with any of the terms and conditions of this lease, or should Lessee vacate or abandon the leased premises, Lessor may upon or at any time after the occurrence of any such event, each of which shall constitute a default, at the Lessor's option and without notice or demand, each of which is expressly waived by Lessee, terminate this lease and re-enter the leased premises or re-enter the leased premises without terminating this lease, and in either case Lessee will forthwith quit and surrender the leased premises to Lessor, and Lessors may remove all persons and property from the premises, either by summary proceedings, or by any suitable action or proceeding at law, without being liable to prosecution or for any damages resulting therefrom.

10. VENUE. The exclusive venue for any litigation seeking to construe or enforce this agreement shall be Chatham County, North Carolina.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate originals, all as of the day and year first above written.

NORTH CHATHAM VOLUNTEER FIRE DEPARTMENT, INC.

BY: _____ Date: _____, 2017
Chuck Quinlan, President

CHATHAM COUNTY

BY: _____ Date: _____ 2017
Renee F. Paschal, County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Vicki McConnell, Finance Director

Date: _____, 2017