

**STATE OF MISSISSIPPI**

**COUNTY OF HARRISON**

**LEASE AGREEMENT**

**THIS AGREEMENT**, entered into and effective this the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Harrison County, Mississippi, by and through its Board of Supervisors, hereinafter the Lessor, and the Gulf Coast Community Action Agency, hereinafter the Lessee, and that in consideration of the covenants herein contained, on the part of the said Lessee to be kept and performed, Lessor does hereby demise and lease to Lessee, the premises and all improvements situated thereon at 500 24<sup>th</sup> Street, City of Gulfport, County of Harrison, State of Mississippi 39502, being more fully described as Lots 16 to 24 inclusive, Block 15, HEWES ADDITION TO THE CITY OF GULFPORT. The premises to be used and occupied by Lessee, its Board of Directors and staff shall be for the purpose of providing Lessee with a centralized location for Lessee's administration of providing comprehensive child day care, transportation for the elderly, referral and outreach to identify and provide services for the elderly and the indigent as well as other related services to eligible residents of Harrison County, Mississippi. Lessee is a human resource agency designated as such by the Harrison County Board of Supervisors pursuant to Mississippi Code Annotated § 17-15-1 (1972, as amended).

**1. TERM.** The term hereof shall be effective as of November 1, 2012, and shall terminate on the expiration of the term of office for the Board of Supervisors in January, 2016. However, the same shall be subject to renewal by Order of the Board of Supervisors for an additional term of four (4) years upon official request of Lessee. It is also agreed and understood that Lessee shall notify Lessor, no later than thirty (30) days prior to the 1<sup>st</sup> day of January, 2016, that it intends to renew or reject the Lease for another four (4) year term. This Lease may be terminated at any time by the mutual written agreement of the parties.

**2. RENT.** Rent shall be One Dollar (\$1.00) per year, payable on the 1<sup>st</sup> day of January of each year to Lessor at 1801 23<sup>rd</sup> Avenue, Gulfport, Mississippi 39501.

**3. SECURITY DEPOSIT.** No security deposit shall be required of Lessee.

**4. UTILITIES.** Lessee shall be responsible for deposits and connections of all utility services required on the premises prior to occupancy and shall be responsible for payment of all utility services during the term of this Lease.

**5. MAINTENANCE OF PROPERTY.** Lessee shall be responsible for routine maintenance of the leased premises, including, but not limited to cleaning,

lawn mowing, etc. Lessor shall be responsible for maintenance requiring structural repair to the leased premises.

**6. INSURANCE.** Lessor shall maintain insurance on the leased premises. Lessee shall pay to Lessor, in addition to any rental sums due, the annual amount paid by Lessor for insurance on the premises (the "Insurance Reimbursement"). Harrison County shall, upon receipt of its annual premium estimate, invoice Lessee the amount of the Insurance Reimbursement that shall be due and payable by Lessee. The 2012 premium paid by Lessor for the leased premises is \$4,376.28.

In addition, Lessee shall maintain:

- a. Content's coverage for Lessee's contents;
- b. Workmen's compensation and unemployment compensation of a form and in an amount as required by state law; and
- c. General liability insurance for the leased premises naming Lessor as an additional insured.

**7. CONDITION OF PROPERTY.** Lessee stipulates that it has examined the premises, including the grounds and all improvements, and that they are, at the time of this Lease, in good order, repair and in safe, clean and rentable condition. Possession of the premises by Lessee shall be conclusive evidence that it received the premises in good condition and without objection. At the expiration or sooner termination of this Lease, Lessee shall at once peacefully surrender the premises in as good a state and condition as they were in at the commencement of this Lease, reasonable wear excepted. Upon vacating the premises, Lessee will leave the same in clean and rentable condition (except for reasonable wear).

**8. ALTERATION AND IMPROVEMENTS.** Lessee agrees to make no addition, alteration or improvement to the premises without the prior written consent of Lessor. All additions, alterations and improvements shall be the property of the Lessor (with the exception of fixtures installed by Lessee with Lessor's permission that are removable without damage to the premises and moveable personal property), and Lessee shall not be entitled to compensation thereof, nor shall Lessee remove them from the premises without the written consent of Lessor. Lessor may, at its option, require Lessee to restore the premises to its former condition. If Lessee fails or refuses to make such restoration within thirty (30) days after written notice from the Lessor to do so, Lessor may restore the premises and Lessee shall be responsible for the total cost thereof.

**9. DAMAGE TO PREMISES.** Lessor shall not be liable for any damages or injury to Lessee, its employees, agents, invitees or guests, or to any property where said damage or injury occurred on the premises or any part thereof unless such damage or injury is the proximate result of the negligence or unlawful act of Lessor. Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused, except for injury or damages for which Lessor is legally responsible.

**10. INDEMNIFICATION.** Lessee hereby covenants and agrees to save, indemnify and hold Lessor harmless in the event of any accident, occurrence, injury or loss to Lessee, Lessee's employees, agents, invitees or guests, and to also defend, save, indemnify and hold Lessor harmless in the event of loss to such persons or anyone due to burglary, theft, robbery, fire, wind, rain or other causes whatsoever. It is understood and agreed that Lessor shall not be liable to Lessee's employees, agents, invitees, guests or any person for injury, damage or loss of any nature which may occur at any time on account of any defect in the leased premises, the improvements therein and the appurtenances thereto, whether such exists at this time or arises subsequently hereto and whether such defect was known or unknown at the time.

**11. TERMINATION/ABANDONMENT.** If Lessee fails to pay rental sums due in a timely manner or if Lessee shall breach any of the terms of this Lease, Lessor shall have such rights to terminate as are provided by law. Should Lessee vacate or abandon the premises, this Lease shall expire and terminate and Lessor may re-enter and take possession in the manner provided by law including, but not limited to summary remedies. In case Lessor shall recover possession of the property, it may, but shall not be required to, remove property of the Lessee and store same or it may dispose of said property as provided by law.

**12. REPAIRS.** Lessor shall be responsible for repairs to the premises with full discretion as to nature and manner of repairs.

**13. FORCE MAJEURE.** In the event the leased premises are rendered unusable by Lessee because of any emergency condition reasonably beyond the control of the Lessor, including, but not limited to, floods, fires, ice, windstorms, lightning, equipment failure, strikes, lockouts, Acts of God, acts of the public enemy, orders or directives of the State/Federal government or court of competent jurisdiction, then Lessor may terminate this Lease Agreement immediately. In the event termination is necessary as a consequence of a force majeure event, the Lessor will notify the Lessee as soon as is reasonably possible. Should the Lessor opt not to terminate the Lease Agreement, Lessor will use its best efforts to make necessary repairs to the leased premises as quickly as reasonably possible following an event of force majeure. Lessor shall not be liable to Lessee for any expenses associated with relocation as a result of an event of force majeure.

**14. GOVERNING LAW.** The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this lease shall not be affected thereby.

**15. NOTICE.** Any notice to be given pursuant to this Lease shall be in writing; and shall be deemed to have been given when delivered in person, or at the close of the second business day after mailing if sent by registered or certified mail, postage prepaid, addressed to the address set forth below of the party to which notice is being given, or upon actual receipt of telegram, telex or facsimile transmission.

Gulf Coast Community Action Agency:

\_\_\_\_\_, Executive Director  
Post Office Box 519  
Gulfport, Mississippi 39502-0519  
(228) 896-1409

Harrison County, Mississippi

Harrison County Administrator  
1801 23<sup>rd</sup> Avenue  
Gulfport, Mississippi 39501  
(228) 865-4116

**16. SEVERABILITY.** Should any provision of this Lease be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Lease, but, rather, the Lease shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

**17. TRANSFER OF AGREEMENT.** Neither this Lease Agreement nor any interest herein shall be transferable or assignable by either party without the written consent of the other party. Said consent shall not be unreasonably withheld.

**18. AMENDMENT OF AGREEMENT.** This Lease may be amended by written agreement of the parties after first being approved by Order duly adopted and spread upon the minutes of the Harrison County Board of Supervisors.

**19. ENTIRETY.** Once effective, this Lease Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

WITNESS OUR SIGNATURES effective on the date hereinabove written.

LESSOR:

HARRISON COUNTY, MISSISSIPPI

\_\_\_\_\_  
Kim B. Savant, President  
Harrison County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

LESSEE:

GULF COAST COMMUNITY ACTION AGENCY

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_