

STATE OF ALABAMA )  
MONTGOMERY COUNTY )

LEASE AGREEMENT

1 THIS LEASE AGREEMENT, made and entered into by and between the (school facility) \_\_\_\_\_  
2 (hereinafter called "Lessor"), and the \_\_\_\_\_  
3 acting herein by and through its undersigned duly authorized representative (hereinafter called "Lessee").

4 WITNESSETH: That for and in consideration of the respective covenants and agreements herein expressed and of the  
5 faithful performance by Lessee of all such covenants and agreements, Lessor does hereby demise, let and lease unto Lessee and  
6 Lessee hereby rents from Lessor the \_\_\_\_\_  
7 a building/facility located at \_\_\_\_\_ in the City of Montgomery, Alabama (hereinafter called  
8 "Leased Premises") to be used for the purpose of \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_

12 and for no other purpose whatsoever, without written consent of Lessor endorsed on or attached to this Lease Agreement, for and  
13 during the term commencing at \_\_\_\_\_ o'clock \_\_\_\_ m. on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
14 and terminating at \_\_\_\_\_ o'clock \_\_\_\_ m. on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

15 The Lessor hereby promises and agrees:

16 To permit Lessee, upon faithful performance of the terms of this Lease, to peaceably have, hold and enjoy the use of the  
17 Leased Premises for the term and purpose aforesaid.

18 To furnish at Lessor's expense gas for the heating system, electricity for lights and power and water for drinking and  
19 sanitary restrooms. Lessor's air cooling system, if such system is existent, will also be operated at Lessor's expense during the  
20 season when deemed necessary for comfortable use of the Leased Premises. The extent of the use of utilities as are necessary for  
21 ordinary and comfortable use of the Leased Premises shall be determined by the agent designated by the Montgomery County  
22 Board of Education to supervise such use. Lessor shall not be responsible for unavoidable delays, accidents and failures of public  
23 utility services. Lessor will not furnish ticket sellers, ticket takers, ushers, spot light operators, security personnel, policemen or  
24 firemen and all compensation paid to individuals performing these services shall be paid by the Lessee.

25 The Lessee hereby promises and agrees:

26 To pay Lessor rent for the use of the Leased Premises in the sum of \_\_\_\_\_  
27 \_\_\_\_\_ Dollars and \_\_\_\_\_/100, (\$ \_\_\_\_\_). Said rent to be paid as  
28 follows: \_\_\_\_\_  
29 \_\_\_\_\_  
30 \_\_\_\_\_

31 To pay such sum or sums to Lessor in lawful money of the United States of America or by certified or cashier's check.

32 To cause the Leased Premises to be kept clean and generally cared for during the term of this lease, excepting cleaning  
33 services which are provided by Lessor's regular janitorial force.

34 To quit and surrender the Leased Premises to Lessor at the end of the term of this lease in the same condition as at the  
35 date of the commencement of this lease, ordinary use and wear thereof and damages caused by the elements or act of God  
36 excepted.

37 To abide by and conform to all rules and regulations from time to time adopted or prescribed by Lessor, for the operation  
38 and management of the Leased Premises.

39 To save the Montgomery County Board of Education harmless and to indemnify them against any claims or liability  
40 arising or resulting from any injury to any property, visitor, spectator or participant in any activity by reason of the occupancy and  
41 use of said premises under this lease agreement, regardless of entrance gained to said Leased Premises by paid admissions, by  
42 pass issued by Lessee or Lessor or by any unlawful admission gained without knowledge of Lessor or Lessee.

43 This agreement is made and entered into upon the following express covenants and conditions, all and every one of

44 which the Lessee hereby covenants and agrees to and with the Lessor to keep and perform:

45 That Lessee will comply with all laws of the United States and of the State of Alabama, and ordinances of the City of  
46 Montgomery and all rules and requirements of the police and fire departments or other municipal authorities of the City of  
47 Montgomery, and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done any thing on  
48 said premises during term of this lease in violation of any such laws, ordinances, rules or requirements, and if the attention of  
49 Lessee is called to any such violation on the part of Lessee or of any person employed by or admitted to the Leased Premises by  
50 Lessee, such Lessee will immediately desist from and correct such violation.

51 That Lessee shall not injure, nor mar, nor in any manner deface or otherwise damage the Leased Premises, or other  
52 buildings appurtenant thereto or the Leased Premises grounds or premises, and shall not cause or permit anything to be done  
53 whereby the Leased Premises and other appurtenant buildings or the Leased Premises grounds or premises shall be in any manner  
54 injured, marred or defaced or otherwise damaged and will not drive or permit to be driven nails, hooks, tacks, or screws into any  
55 part of said Leased Premises or other buildings appurtenant thereto and will not make nor allow to be made any alterations of any  
56 kind therein or on the grounds or premises thereof.

57 That if the Leased Premises, appurtenant buildings or the premises or grounds on which said buildings are situated or  
58 any portion thereof during the term of this lease shall be damaged by the act, default or negligence of the Lessee, or Lessee's  
59 agents, employees, patrons, guests, or any person admitted thereto by Lessee, Lessee will pay to the Lessor upon demand such  
60 sum as shall be necessary to restore said Leased Premises, other buildings or grounds to its present condition. Lessee hereby  
61 assumes full responsibility for the character, acts and conduct of all persons admitted to the Leased Premises, appurtenant  
62 buildings and the Leased Premises grounds by the consent of Lessee, and Lessee agrees to have on hand at all times, at its own  
63 expense, such police force and/or security personnel and Fire Marshals as is deemed necessary by the Chief of Police and the  
64 Chief of the Fire Department of the City of Montgomery to maintain order and to protect persons and property.

65 Any chairs or other type seats in addition to the permanent seating equipment of the Leased Premises which may be  
66 needed or used by Lessee shall be furnished by Lessee.

67 That Lessee will permit no chair or movable seat to be or remain in the passageways and will keep said passageways  
68 clear at all times.

69 That Lessee will not post nor allow to be posted or exhibited signs, advertisements, show bills, posters, or cards of any  
70 description inside or in front or on any part of said building except upon the regular bill-boards provided by the Lessor therefore,  
71 and will use, post or exhibit only such signs, advertisements, show bills, posters or cards upon said bill-boards as related to the  
72 performance or exhibition to be given in the demised premises, and for such period of time as designated by Lessor.

73 That Lessee shall take down and remove forthwith all signs, advertisements, show bills, posters or cards objected to by  
74 Lessor.

75 That no performance, exhibition or entertainment shall be given or held in the Leased Premises which shall be objected  
76 to by Lessor.

77 That Lessee shall not admit to the Leased Premises a larger number of persons than the seating capacity thereof will  
78 accommodate, or can safely or freely move about therein.

79 That Lessor reserves the right through its representatives to eject any objectionable person or persons from said building  
80 and upon the exercise of this authority through its agents, or policemen, the Lessee hereby waives any right and all claim for  
81 damages against Lessor.

82 That Lessor reserves the right to remove from the Leased Premises all property of Lessee remaining therein after  
83 termination of this lease at expense of Lessee.

84 That no portion of the sidewalks, entries, passages, vestibules, halls or stairways or access to public utilities of said  
85 building shall be obstructed by the Lessee or used for any purposes other than for ingress to and egress from the demised  
86 premises. The doors, entrances, stairways, or openings that reflect or admit light into any place in the building, including  
87 hallways, corridors, and passageways, also heating appliances and lighting attachments, shall not be covered or obstructed by  
88 Lessee. The rest rooms or other rooms and equipment shall not be used for any purpose other than that for which they were  
89 constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Any damage resulting to them  
90 from misuse of any nature or character whatever shall be paid for by the Lessee.

91 That in the event the said Leased Premises or any part thereof shall be destroyed or damaged by fire or any other cause,  
92 or if any other casualty or unforeseen occurrence shall render the fulfillment of this lease by the Lessor impossible, then and  
93 thereupon this lease shall terminate and Lessee shall pay rental for said premises only up to the time of such termination, at the  
94 rate herein specified, and the Lessee hereby waives any claim for damages or compensation should this lease be so terminated.

95 That Lessor shall not be responsible for any damage or injury that may happen to the Lessee or to the Lessee's agents,  
96 servants, employees or property from any cause whatever prior, during or subsequent to the period covered by this lease; and  
97 the Lessee hereby expressly releases said Lessor from and agrees to indemnify it against any and all claims for such loss, damage  
98 or injury.

99 That the Leased Premises and the keys thereto shall be at all times under the charge and control of the agents of the  
00 Montgomery County Board of Education.

01 That Lessee further agrees that if any default is made in the payment of the rent or any part thereof at the times above  
02 specified, or if any default is made in the covenant or agreement herein contained, this letting and relation of landlord and tenant  
03 at the option of Lessor, shall cease and terminate and the relation of the parties shall be the same in all respects as if said term  
04 had fully expired, and the said Lessor may re-enter the said premises and hold the same as of its former estate therein, remove  
05 all persons therefrom and resort to any legal proceedings to obtain such possession and the said Lessee shall, notwithstanding  
06 such re-entry, pay the full amount of said rental as herein agreed to be paid and pay reasonable attorney's fees incurred by the  
07 Lessor as a result of any legal proceedings as described herein.

08 That Lessee hereby waives all right under the Constitution and Laws of the State of Alabama or any other state to claim  
09 personal property exempt as against any liability, debt or obligation arising under this lease contract.

10 That any sum due Lessor from said Lessee for the use of premises or any accommodations, service or material shall  
11 be first lien on the box office receipts of said Lessee.

12 Lessee shall upon request of Lessor permit said Lessor or his agents to review and check all admission tickets as  
13 received by Lessee from the printer in the original package prior to any ticket sales in order that Lessor may accurately  
14 determine the exact number of admission tickets that will be offered for sale by Lessee.

15 That Lessee will not assign this lease or sublet the Leased Premises or any part thereof without written consent of Lessor  
16 duly endorsed hereon.

17 That any matters not herein expressly provided for shall be at the discretion of the Montgomery County Board of  
18 Education, and that the terms and conditions of this lease agreement cannot be varied, amended, changed or otherwise altered  
19 unless such changes are in writing and attached hereto as an endorsement.

IN WITNESS WHEREOF, Lessor by its designated agents and Lessee by its undersigned authorized representative have caused this instrument to be executed by affixing their respective signatures and seals (in triplicate) on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MONTGOMERY COUNTY BOARD  
OF EDUCATION

By: \_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Superintendent or Designee

By: \_\_\_\_\_  
Assistant Superintendent

\_\_\_\_\_

By: \_\_\_\_\_  
Lessee

\_\_\_\_\_

Its \_\_\_\_\_