



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/19/2024

**File ID:** TMP-4929

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**Department:** Public Transit

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement with Huntsville Madison County Convention and Visitors Bureau for the lease of office space at 500 Church Street.

Resolution No.

**Finance Information:**

**Account Number:** N.A.

**City Cost Amount:** N.A.

**Total Cost:** N.A.

**Special Circumstances:**

**Grant Funded:** N.A.

**Grant Title - CFDA or granting Agency:** N.A.

**Resolution #:** N.A.

**Location: (list below)**

**Address:** 500 Church Street

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

**RESOLUTION NO. 24-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Lease Agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, by the between the City of Huntsville and the Huntsville-Madison County Convention and Visitors Bureau for the lease of office spaces 500 Church Street, in the amount of One hundred thirty four thousand, nine hundred sixty seven dollars and forty six cents (\$134,967.46), which is similar to certain document attached hereto and identified as “Lease Agreement between the City of Huntsville and the Huntsville-Madison County Convention and Visitors Bureau,” consisting of thirteen 13 pages and the date of December 19, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, a copy of said document being permanently kept on file in the Office of the City Clerk, of the City of Huntsville, Alabama.

**ADOPTED** this the 19<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 19<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

**Lease Agreement Between  
The City of Huntsville and the  
Huntsville-Madison County  
Convention and Visitors  
Bureau for the Lease of Office  
Space at 500 Church Street,  
Huntsville, Alabama 35801**

## **LEASE AGREEMENT**

**THIS LEASE** is executed at Madison County, Alabama the 19th day of December, 2024, by and between the City of Huntsville, Alabama, a municipal corporation, (hereinafter “Lessor” or “Landlord”) and The Huntsville-Madison County Convention and Visitors Bureau, (hereinafter “Lessee” or “Tenant”).

### **1. DESCRIPTION OF PREMISES.**

**1.01** Lessor hereby leases to Lessee and Lessee leases from Lessor upon the term, covenants, and conditions set forth herein, those certain Premises located at 500 Church Street, Huntsville, Alabama 35801, containing approximately **8,319** rentable square feet, as shown on attached Exhibit A. Said space shall consist of the following located on the first floor-- Lobby, Public Men's and Women's Restrooms, Kitchen, Break Area, Work Room, Office, and Storage Area; second floor-Twelve (12) Offices, Staff Men's Room, Staff Women's Room, File Room, Break Room, Electrical Closet, and Storage Closet.

### **2. TERM.**

2.01 The term of this Lease shall be for ten (10) years, commencing on January 1, 2025, and ending at midnight on December 31, 2035. Tenant shall have an option to renew the lease for an additional five (5) year period if Tenant is not in default under any of the terms of this Agreement and provides Lessor with at least ninety (90) days written notice of its intent to exercise the option to extend. If Tenant exercises said option and is not in default under any terms of this Agreement, then Tenant shall have a second Option to renew this lease for an additional five (5) year period by giving

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama  
Date: \_\_\_\_\_

Landlord ninety (90) days written notice of its intent to exercise said option. However, in accordance with the requirements of FTA C 5010.1E, the Lessor reserves the right to revoke this Lease at any time by giving reasonable notice.

### **3. RENT.**

**3.01** Lessee agrees to pay Lessor at such place as Lessor may designate without deduction, offset, prior notice or demand, and the Lessor agrees to accept as rent for the Leased Premises, the sums indicated in the schedule set forth below with the first such monthly rental being due on January 1, 2025 and the monthly amount from the schedule below being due on the first day of each month thereafter during the term of this Lease. In the event the rental to be paid hereunder is not paid when due, the Lessor shall have the right to impose a late penalty of five percent (5%) of the amount past due. Said five percent (5%) late rent penalty shall be payable by the Lessee after the tenth (10<sup>th</sup>) day of the month.

<b>Lease Year</b>	<b>Monthly Payment</b>	<b>Total Annual Rent</b>
1	\$9,996.67	\$119,959.98
2	\$9,996.67	\$119,959.98
3	\$9,996.67	\$119,959.98
4	\$10,396.53	\$124,758.38
5	\$10,396.53	\$124,758.38
6	\$10,396.53	\$124,758.38
7	\$10,814.70	\$129,776.40
8	\$10,814.70	\$129,776.40
9	\$10,814.70	\$129,776.40
10	\$11,247.29	\$134,967.46
11	\$11,247.29	\$134,967.46
12	\$11,247.29	\$134,967.46
13	\$11,694.30	\$140,331.55
14	\$11,694.30	\$140,331.55
15	\$11,694.30	\$140,331.55
16	\$12,163.93	\$145,955.19
17	\$12,163.93	\$145,955.19
18	\$12,163.93	\$145,955.19
19	\$12,645.99	\$151,751.87
20	\$12,645.99	\$151,751.87

### **3. DELIVERY OF POSSESSION.**

**4.01** Lessor agrees to deliver, and Lessee agrees to take possession of the Premises on January 1, 2025. It is agreed that the Lessee's act of taking possession

of the Premises shall be regarded as conclusive proof that the same are substantially complete, in good repair, and in satisfactory condition. The Lessor makes no representation or warranty that the Premises are suitable for the purposes for which the same are rented.

**4.02** If Lessor, for any reason or cause beyond its reasonable control, cannot deliver possession of the Leased Premises to Lessee at the commencement of the term of this Lease, this lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting therefrom. In the event of such delay, there shall be a proportionate reduction of rent covering the period between the commencement of the term and the time when Lessor can deliver possession. The term of this Lease shall be extended by such delay, and Lessee and Lessor shall execute a lease modification to alter the effective date of the Lease.

## **5. USE OF PREMISES.**

**5.01** The Leased Premises are to be used and occupied for the purpose of providing General Offices as well as a Visitor Center with related functions and for no other purpose. The Lessee agrees that it will safely and quietly occupy the Premises and will in no way allow or permit any noxious or offensive activities to occur as a result of the Lessee's occupancy and business. Lessee shall promptly comply with all laws, ordinances, orders and regulations affecting the Leased Premises and their cleanliness, safety, occupation and use. Lessee will not perform any act or carry on any practices that may injure the building or be a nuisance or menace to Lessor, other Lessees, or adjoining premises.

**5.02** The Lessor shall assure that the Lessee has twenty-four (24) hours a day, seven (7) days a week access to the Premises.

**5.03** Lessee shall permit no waste of the property, but will take care of same, and upon termination of this Lease, Lessee shall surrender possession of the Premises in good, clean condition, normal wear and tear, damage by fire or the elements or unavoidable casualty excepted. Lessee shall comply with all governmental regulations as to use and occupancy and will not conduct or allow to be conducted any nuisance upon the Premises. On the vacating of the Premises, all keys must be returned to the Lessor.

**5.04** Lessor shall designate ten (10) parking spaces located in the front parking lot of the Leased Premises (west side of the building which fronts Church Street) for use by visitors to Leased Premises. Lessor shall also provide Lessee with thirty (30) additional parking spaces located under 1-565 for use by Lessee's staff, volunteers, and board members.

**5.04 To the extent of insurance coverage,** Lessee agrees to indemnify, hold harmless, and defend Lessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorneys' fees, if any, which Lessor may suffer or incur in connection with Lessee's use of the Premises.

## **6. UTILITIES.**

**6.01** Lessee shall provide its own utility meters and pay for all utilities to the Leased premises including electric, water, sewer, waste removal and services in connection with the Leased Premises. Lessee shall make application and pay all necessary deposits for all utilities and pay when due, all bills for such. In the event Lessor requests Lessee to install and maintain a dumpster for Lessee's exclusive use then Lessee shall do so at Lessee's sole expense. Lessor agrees that it shall provide all building capital maintenance defined as long-term repairs to the real property structure or equipment. Lessee shall be solely responsible for all day-to-day repairs to the Leased Premises. Lessor shall replace any defective air conditioning or heating unit servicing the Leased Premises which cannot be reasonably repaired; Lessee shall be responsible for repairs to said unit and general maintenance thereof.

**6.02** Lessee agrees that it shall supply electric current as may be reasonably necessary for the use and enjoyment of the Leased Premises. Lessee shall replace defective fluorescent lights as needed, shall furnish a reasonable amount of water to lavatories and toilets in or appurtenant to the leased space, and shall keep all plumbing in good repair.

**6.03** Lessee agrees to cause the Leased Premises to be cleaned and generally cared for. Lessee shall procure and pay for its own janitorial services for the Leased Premises.

## **7. ALTERATIONS.**

**7.01** Lessee shall make no additional alterations, additions, or improvements in or to the Leased Premises without the prior written consent of the Lessor. Any and all permanent fixtures and/or permanent improvements to the Leased Premises shall remain a part of the Premises at the expiration of this Lease and shall become the property of Lessor. All alterations, additions and improvements shall be readily removable without injury to the Premises or shall be and remain a part of the Premises at the expiration of this Lease, unless the Lessor demands their removal in which case Lessee shall immediately cause the removal thereof and shall be responsible for the cost thereof and for any damage to the Premises caused by such removal.

**7.02** Lessor hereby consents for Lessee to install shelving and storage racks in the Premises as necessary for the Lessee's use.

**7.03** Lessee shall have the obligation to conduct any construction or remodeling (at Lessee's sole expense) that may be required to use the Premises as specified herein. Lessee may also construct such fixtures on the Premises (at Lessee's expense) that appropriately facilitates its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of Lessor which shall not be unreasonably withheld. At the end of the lease term, all permanent fixtures and/or permanent improvements shall become the property of Lessor and Lessee shall restore the Premises to

substantially the same condition of the Premises at the commencement of this Lease.

## **8. DESTRUCTION OF PREMISES; INSURANCE.**

**8.01** In the event the Leased Premises are damaged by fire or other cause as to be rendered untenable, Lessor shall have the right at its option within one hundred twenty (120) days to either terminate this Lease or to repair and restore the Premises to a tenantable condition and rent shall abate during the period said Premises are untenable. Should said Premises not be restored within one hundred twenty (120) days from the date of the fire or other cause rendering them untenable the Lessee shall have the option to terminate this Lease by giving fifteen (15) days written notice of its intent to do so (with the notice period beginning on the one hundred twentieth (120<sup>th</sup>) day and this Lease shall be terminated on the one hundred thirty-fifth (135<sup>th</sup>) day unless the Lessor makes the Premises tenantable in the interim. Where the use of the Leased Premises is affected by any damages thereto, there shall be an abatement or an equitable reduction in rent depending on the period for which and the extent to which the Premises are not usable for the purposes for which they are leased hereunder.

**8.02** Lessee shall insure against casualty all of Lessee's Personal Property on the Leased Premises and Lessor shall not be liable to Lessee for damage, loss or destruction of Lessee's personal property located on the Leased Premises regardless of cause. Lessor shall not be liable to Lessee for damage to or destruction of the Leased Premises regardless of cause. Lessor shall insure the Leased Premises from peril and casualty by purchasing property insurance from an insurance company qualified to do business in the State of Alabama. Lessee shall purchase and provide all other insurance such as commercial general liability insurance, public liability insurance, automobile insurance, or worker's compensation insurance in the types and amounts recommended by its insurance advisors and acceptable to the Landlord. The Landlord, its elected and appointed officials, and its employees shall be named as additional insureds and proof of such shall be submitted to the Landlord by Certificate of Insurance at the beginning of each lease year. The proceeds of any insurance must be used in accordance with any applicable federal requirements.

## **9. COMPLIANCE WITH LAWS AND REGULATIONS.**

**9.01** Both the Lessor and the Lessee shall promptly execute and comply with all laws, statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city government and of any and all their departments and bureaus applicable to said Premises. The Premises were originally developed and constructed pursuant to a FTA grant agreement and the Lessee is now considered an "incidental user" of the Premises in accordance with FTA C 5010.1E. Therefore, the requirements of that FTA Circular are applicable to the parties and govern this Lease Agreement.

## **10. ATTORNEY'S FEES/COLLECTION CHARGES.**

**10.01** In the event of any legal action or proceeding between the parties

hereto, reasonable attorney's fees and expenses of the prevailing party in any such action or proceeding may be added to the judgment therein. Should Lessor be named as a defendant in any suit brought against Lessee in connection with or arising out of Lessee's occupancy hereunder Lessee shall pay to Lessor its cost and expenses incurred in such suit. including a reasonable attorney's fee.

## **11. ENTRY BY LESSOR.**

**11.01** When accompanied by an authorized representative of the Lessee, Lessee shall permit Lessor and Lessor's agent to enter the Leased Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the Building or for the purpose of making repairs, alterations or additions to any portion of the Building including the erection and maintenance of such scaffolding, canopies, fences and props as may be required for repairs or for the purpose of showing the Premises to prospective Lessees during the last ninety (90) days of this Lease without any liability to Lessee for any loss of occupation or quiet enjoyment of the Leased Premises thereby occasioned.

## **12. WAIVER.**

**12.01** No waiver of any condition or covenant of this Lease by the Lessor shall be deemed to imply or constitute a further waiver by the Lessor of any other condition or covenant of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

## **13. INDEMNIFICATION BY LESSEE.**

**13.01** Lessee shall indemnify and hold harmless Lessor against and from any and all claims for damage or injury to persons or property arising solely and proximately from the Lessee's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by the Lessee in or about the Leased Premises, and shall further indemnify and hold harmless Lessor against and from any and all claims arising from any negligent fault or omission of the Lessee or of its agents or employees and from and against all costs, attorney's fees, expenses, liabilities incurred in or about such claim or any action or proceeding brought thereof and in case any action or proceeding be brought against Lessor by reason of any such claim. Lessee upon notice from Lessor shall defend the same at Lessee's expense. The obligations of Lessee under this Section arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease and shall be limited to the extent of insurance coverage.

**13.02** It is understood and agreed between the Lessor and the Lessee that Lessee shall maintain Public Liability insurance which would be applicable to the Leased Premises with minimum liability limit of \$500,000 per occurrence. Lessee shall have Lessor added as a Named Insured under said insurance policy.

## **14. GOOD ORDER AND REPAIR.**



**14.01** Lessor shall maintain the exterior structure including walls, roof, common areas, glass and doors. Lessee is responsible at its own expense for keeping and maintaining the interior of the Leased Premises in a clean, sanitary and good condition unless otherwise set forth herein. Lessee shall not injure, overload or deface the Building including the interior walls. The water closets and other water apparatus shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, sanitary napkins or other obstructing substances shall be thrown therein. Lessee shall be responsible for any and all repairs to the Leased Premises unless specifically stated otherwise herein.

**14.02** Lessee shall be responsible for the preventive and routine maintenance to the heating, ventilating and air conditioning system. Maintenance made under this Paragraph shall be made at Lessee's expense. Said mechanical units require periodic filter change and routine service and adjustments as reasonable and standard.

## **15. SIGNS**

**15.01** Lessor shall have the right to approve the place of signs and the size and quality of the same. Lessee shall place no exterior signs on the Leased Premises without the prior written consent of Lessor. Any signs not in conformity with the Lease may be immediately remedied by Lessor.

## **16. ASSIGNMENT AND SUBLETTING.**

**16.01** Without Lessor's consent Lessee shall not assign, mortgage or hypothecate this Lease or any interest in this Lease or permit the use of the Leased Premises by any person or persons other than Lessee or sublet the Leased Premises or any part of the Leased Premises. Any transfer of this Lease from Lessee by merger, consolidation or liquidation shall constitute an assignment for purposes of this Lease. Any attempted assignment or subletting without Lessor's consent shall void this Lease and shall at the option of the Lessor terminate this Lease. Consent by Lessor to any assignment or subletting shall not release Lessee from its primary liability under the Lease and Lessor's consent to one assignment, subletting or occupation or use by other parties shall not be considered as consent to any additional assignment, subletting or occupation.

## **17. BREACH BY LESSEE.**

**17.01** In the event of a default, Lessor, in addition to other rights or remedies that it may have, shall have the right to either terminate this Lease or from time to time without terminating this Lease, relet the Leased Premises or any part thereof for the account and in the name of Lessee or otherwise, for any such term or terms and conditions as Lessor in its sole discretion may deem advisable with the right to make alterations and repairs to the Leased Premises. Lessee shall pay to Lessor, as soon as ascertained, the costs and expense incurred by Lessor in such reletting or in making such alterations and repairs. Rentals received by Lessor from such reletting shall be applied: first to the payment of any

indebtedness other than rent, due hereunder from Lessee to Lessor: second to the payment of any alterations and repairs to the Leased Premises necessary to return the Leased Premises to good condition, normal wear and tear excepted, for uses permitted by this Lease and the cost of storing any of Lessee's property left on the Leased Premises at the time of reletting; third, to the payment of rent due and unpaid hereunder and the residue if any, shall be held by Lessor and applied in payment of future rent or damages in the event of termination as the same may become due and payable hereunder; and the balance, if any, at the end of the term of this Lease shall be paid to Lessee. Should such rentals received from time to time from such reletting during any month be less than that agreed to be paid during that month by Lessee hereunder then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly.

**17.02** No such reletting of the Leased Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach provided it has not been cured. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach including the cost of recovering the Leased Premises and including (1) all amounts that would have fallen due as rent between the time of termination of this Lease and the time of the judgment or other award less the avails of all relettings and attornments plus interest on the balance at the rate of eight percent (8% per year): (2) Lessor may, at its option, declare the entire amount of the rent which would be due and payable during the remainder of the term of this Lease to be due and payable immediately, in which event Lessee agrees to pay the same upon demand, together with all rents theretofore due to Lessor provided, however, that such payments shall not constitute a penalty or forfeiture or liquidated damages unless elected as same by Lessor. Upon making such payment, Lessee shall receive from other Lessees on account of said Premises during the remaining term of this Lease, provided however that the monies to which the Lessee shall become so entitled shall in no event exceed the entire amount payable by Lessee to Lessor as above.

**17.03** Should Lessee fail to comply with any term, provision or covenant of this Lease (other than the foregoing in Paragraphs 17.01 and 17.02), and shall not cure such failure within twenty (20) days after written notice (notice by registered mail deemed to be constructive notice) thereof to Lessee, said event shall be deemed to be events of default by Lessee under this Lease.

## **18. SURRENDER OF LEASE NOT MERGER.**

**18.01** The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof shall not work a merger and shall, at the option of Lessor terminate all of any existing subleases, and/or subtenancies or may at the option of the Lessor, operate as an assignment to it of any or all of such subleases or subtenancies.

## **19. CONDEMNATION.**

**19.01** If any part of the Leased Premises shall be taken or condemned for public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this Lease shall as to the part so taken, terminate as of the date title shall vest in the condemnor and the rent payable hereunder shall be adjusted so that the Lessee shall be required to pay for the remainder of the term only such portion of such rent as the number of square feet in the part remaining after condemnation bears to the number of square feet *in* the entire Leased premises at the date of condemnation; but in such event, Lessor shall have the option to terminate this Lease as of the date when title to the part so condemned vests in the condemnor. If all Leased Premises or such part thereof be taken or condemned so that there does not remain a portion susceptible for occupation hereunder: this Lease shall thereupon terminate.

## **20. NOTICES.**

**20.01** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations under this Lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return requested postage prepaid, or overnight courier and addressed as follows:

To Lessee, addressed to the last known post office address of Lessee or to the Leased Premises:

Huntsville-Madison County Convention and Visitors Bureau  
500 Church Street  
Huntsville, Alabama 35801

To Lessor, addressed to Lessor at or to such place as Lessor may from time to time designate by notice to Lessee:

City of Huntsville  
Department of Public Transportation  
*ATTN: Director*  
500 Church Street  
Huntsville, Alabama 35801

## **21. SURRENDER OF PREMISES.**

**21.01** Lessee agrees to surrender to Lessor, at the end of the term of this Lease and/or upon any cancellation of this Lease, said Leased Premises in good condition ordinary wear and tear excepted. Lessee agrees that if Lessee does not surrender to Lessor said Leased Premises at the end of the term of this Lease, or upon cancellation of the term of this Lease, then Lessee will pay to Lessor reasonable damages the Lessor may suffer on account of Lessee's failure to so surrender the possession of said Leased Premises and will indemnify Lessor on account of delay of Lessor in delivering of said

Premises to any succeeding Lessee insofar as such delay is occasioned by failure of Lessee to so surrender said Premises. In addition, the Lessor may charge Lessee for failure to so surrender the possession of said Premises an amount equivalent to one and one-half (1 ½) times the monthly rental due and payable to Lessor on demand made to Lessor by Lessee for each succeeding thirty (30) day period or part of thereof that Lessee remains in possession.

## **22. EFFECT OF HOLDING OVER.**

**22.01** If Lessee should remain in possession of the Leased Premises after the expiration of the Lease term and without executing a new Lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

## **23. ROOF REPAIRS**

**23.01** Should the roof of the Building leak at any time during said term, due to no fault on the part of the Lessee, the Lessor shall repair the same within a reasonable time after being requested in writing by the Lessee to do so, but in no event shall the Lessor be liable for damages or injuries arising from the failure to make said repairs after being so notified except to the extent of the reasonable cost repairing said roof; nor shall the Lessor be liable for damages or injuries arising from the failure to make said repairs after being so notified except to the extent of the reasonable cost repairing said roof; nor shall the Lessor be liable for damages or injuries arising from defective workmanship or materials, the Lessee hereby expressly waiving the same. The Lessor and its agents shall not be liable for any deaths, injury, loss, or damage resulting from any repair or improvement undertaken, voluntarily or involuntarily, by or on behalf of the Lessor, other than willfully wrongful acts of the Lessor.

## **24. SUBORDINATION**

**24.01** This Lease shall be subordinate to any ground lease, mortgage, deed, trust, or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advance made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. This subordination, attornment, and non-disturbance provision is to be effective and self-operative without the execution of any further provisions or instruments on the part of any of the parties hereto, immediately upon the mortgage or other successor to Lessor's estate succeeding to the interest of the Lessor in the Leased premises.

**24.02** Lessee agrees to execute any documents required to effectuate such subordination or to make this Lease inferior to the lien of any ground lease, mortgage or deed of trust, as the case may be, and failing to do so within twenty (20) days after written demand, does hereby make, constitute, and irrevocably appoint Lessor as Lessee's attorney in fact and in Lessee's name, place and stead,

to do so.

**25. SECURITY.** Lessor shall not be responsible for providing Lessee with any security of any kind.

**26. MISCELLANEOUS PROVISIONS.**

A. Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders. "Person" shall include corporation, firm, or association. If there be more than one Lessee then the obligations imposed upon Lessee under this Lease shall be joint and several.

B. The headings or titles to paragraphs of this Lease are descriptive and for convenience only and are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

C. This instrument contains all of the agreements and conditions made between the parties of this Lease and may not be modified orally or by any manner other than by agreement in writing signed by all parties to this Lease.

D. Time is of the essence of each term and provision of this Lease.

E. Except as otherwise expressly stated, each payment required to be made by Lessee shall be in addition to and not in substitution for other payments to be made by Lessee.

F. Subject to Paragraph 16., the terms and provisions of this Lease shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

G. All covenants and agreements to be performed by Lessee under any of the terms of this Lease shall be performed by Lessee at lessee's sole cost and expense and without any abatement of rent.

H. Where the consent of the Lessee is required, such consent will not be unreasonably withheld.

I. This Lease shall create the relationship Lessor and Lessee between Lessor and Lessee, no estate shall pass out of Lessor: Lessee has only a usufruct not subject to levy and or sale and not assignable by Lessee.

J. This agreement, its application, enforcement and jurisdiction shall be construed under the laws applicable in the State of Alabama.

K. The invalidity, illegality, or unenforceability of any provision in this Lease Contract shall not render the other provisions invalid, illegal, or unenforceable.

**27. HAZARDOUS SUBSTANCE.**

**27.01** Lessee shall not generate, store, handle or dispose of any hazardous waste or hazardous substance (to include asbestos) or toxic substance in or about the Building or land on which the building is located. For the purposes of this Article "hazardous substance" shall mean material which may be dangerous to health or to the environment, including, but not limited to all "hazardous materials", "hazardous substances" and "oil", as defined in any federal, state, or local ordinance, law, regulation or otherwise.

**27.02** Lessee agrees to hold harmless and indemnify the Lessor, its elected and appointed officials, its employees, agents, volunteers, contractors, and invitees against and from any and all costs or claims for damage or injury to persons or property, including but not limited to attorney's fees, expenses, and liabilities incurred in or about such claim or any action or proceeding brought thereof, resulting from the presence of, release of, contamination by, or the remediation of any hazardous substances, materials, or wastes which were placed on or in the Leased Premises on any adjacent property during the term of this Lease which were placed there solely by the Lessee. The obligation of the Lessee under this provision arising by reason of any occurrence taking place during the term of the Lease shall survive any termination of this lease.

## **28. RULES AND REGULATIONS.**

**28.01** Lessee agrees to abide by all reasonable rules and regulations in regard to the Building. Lessee shall faithfully observe and perform such rules and regulations, as modified or supplemented from time to time by the Lessor, and the Lessee shall further be responsible for the compliance with such rules and regulations by the Lessee's employees, its invitees, agents, servants or visitors.

## **29. TRANSFER OF TENANT.**

**29.01** Landlord reserves the right, at its option, and upon ninety (90) days written notice in advance to the tenant, to transfer and remove the Tenant from the Leased Premises herein specified to any other available area of comparable size and equivalent rental within the Building of which the Leased Premises are a part. Landlord shall bear the expense of such relocation necessary to make the new space conform with the original space covered by this Lease.

## **30. NONDISCRIMINATION CLAUSES.**

**30.01** Nondiscrimination- In accordance with Title VI of the Civil Rights Act. as amended, 42 U.S.C. s 2000d. Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. s 6102, Section 4 of the Age Discrimination in Employment Act of 1967 as amended. 29 U.S.C. s 623, and Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. s 12132, LESSEE agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed or national origin, sex, age, or disability.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands, or, when appropriate have caused this instrument to be executed by duly authorized officers with the appropriate seal of the organization, the day and year first above written.

**ATTEST:**

**LESSOR:** City of Huntsville, Alabama  
A Municipal Corporation

\_\_\_\_\_  
Shaundrika Edwards  
City Clerk

\_\_\_\_\_  
Tommy Battle  
Mayor

Date: \_\_\_\_\_

**ATTEST:**

**LESSEE:** The Huntsville-  
Madison County Convention and  
Visitors Bureau

\_\_\_\_\_

By: \_\_\_\_\_  
Jennifer Moore  
President and CEO

**I**