



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 2/22/2024

**File ID:** TMP-3889

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**Department:** General Services

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Lease Agreement between the Health Care Authority of the City of Huntsville, and the City of Huntsville, Alabama, for a Lease of a Portion of the Property Located at 724 Madison Street SE.

Resolution No.

**Finance Information:**

**Account Number:** 1000-14-14300-515460-00000000

**City Cost Amount:** \$4,000 per year

**Total Cost:** \$12,000

**Special Circumstances:**

**Grant Funded:** N/A

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

**Resolution #:**

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

The City of Huntsville agrees to pay the Health Care Authority of the City of Huntsville \$4,000 per year for three years (with 1 additional three-year extension) beginning May 1, 2024, for 1,969 square feet of space in the building located at 724 Madison Street SE. Space will be used by the Huntsville Police Department.

**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 between the City of Huntsville and the Health Care Authority of the City of Huntsville (“Landlord”) and the City of Huntsville, Alabama, (“Tenant”), on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Lease, 724 Madison Street SE Huntsville AL 35801” consisting of thirteen (13) pages and the date of February 22, 2024, appearing on the first page, together with the signature of the President or President Pro-Tem of the City Council, an executed 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 22<sup>nd</sup> day of February, 2024.

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President of the City Council of  
the City of Huntsville, Alabama.

**APPROVED** this the 22<sup>nd</sup> day of February, 2024.

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Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA  
COUNTY OF MADISON

LEASE

724 MADISON STREET SE, HUNTSVILLE, AL 35801

THIS LEASE ("Lease") is made, entered and effective this 22 day of February, 2024, by and between The Health Care Authority of the City of Huntsville ("Landlord") and the City of Huntsville, Alabama ("Tenant").

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant as hereinafter set forth, hereby leases to Tenant, and Tenant hereby leases from Landlord, 1,969 rentable square feet of space (the "**Premises**") with an address of 724 Madison Street SE, Huntsville, Alabama 35801 in the building located at 724 & 726 Madison Street SE, Huntsville, Alabama 35801 (the "**Building**"; the Premises and Building, and land upon which the Premises and Building is situated hereinafter referred to collectively as the "**Property**").

**SECTION 1. TERM.**

1.1 Term. The term of the Lease ("Term") shall be for three (3) years. The Term shall commence on May 1, 2024 (the "Commencement Date") and continue until April 30, 2027 at 11:59 P.M.

1.2 Renewal. Tenant shall have the option to renew this lease for one (1) additional three (3)-year term by giving Landlord notice in writing of its intent to renew at least ninety (90) days prior to the end of the then initial Term.

1.3 Relocation. Tenant agrees that Landlord shall have the right to retake possession of the Premises and relocate Tenant to another location and space of comparable size, layout, and amenities as is being made use of by Tenant within the Premises at such time. Landlord shall give Tenant notice of any such retaking of possession at least sixty (60) days in advance thereof, except in circumstances of emergency, fire, damage to other of its facilities and property, or other like instances where Landlord may need to retake possession of the Premises and relocate Tenant in less than sixty (60) days, in which event Landlord shall give Tenant notice in as much advance thereof as is reasonably practicable.

1.4 Surrender. Tenant shall, at its expense, at the expiration of the Term, or any earlier termination of this Lease: (a) promptly surrender to Landlord possession of the Premises in good order and repair (ordinary wear and tear excepted) and broom clean, (b) remove therefrom Tenant's signs, goods and effects, any machinery, trade fixtures and equipment used in conducting Tenant's profession or business and not owned by Landlord, and (unless otherwise advised by Landlord at the time in question) any other fixtures installed therein by Tenant, (c) repair any damage to the Premises or Building caused by such removal, and (d) return keys.

**SECTION 2. RENT.**

Rent. Tenant agrees to pay Landlord the annual sum of \$4,000.00 (Four Thousand Dollars and No/100's) as "Rent" for the Premises, which Rent shall be due and payable on the Commencement Date and then on each anniversary of the Commencement Date thereafter, and which annual Rent sum shall include expenses incurred by Landlord in its operation, maintenance, upkeep and repair of the Property. No additional costs or expenses shall be paid by the Tenant to the Landlord except as may be provided within this Lease.

### **SECTION 3. USE OF PREMISES.**

3.1 Use. Tenant shall, continuously throughout the Term, occupy and use the Premises exclusively as a substation/location of the Huntsville Police Department, and all activities incident thereto (the "Permitted Use"), and for no other purpose whatsoever without the prior written consent of Landlord.

3.2 Prohibited Use. Tenant agrees not to occupy or use, or permit any portion of the Premises to be occupied or used for any purpose other than the Permitted Use, or any business or purpose that is unlawful, disreputable or deemed to be extra-hazardous.

3.3 No Violations. Tenant agrees that the use of the Premises by Tenant shall not violate any ordinance, law, zoning or other municipal regulation, or any covenants or restrictions to which the Building is subject.

3.4 Extra Hazardous Activity. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any casualty and extended coverage insurance policy covering the Building and/or the property located therein, and shall comply with all rules, orders, regulations and requirements of the appropriate Fire Rating Bureau or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this paragraph. Tenant shall not do or permit anything to be done in, on or about the Premises which would in any way obstruct or interfere with the rights of other tenants or occupants of the Building, or use or allow the Premises to be used for any immoral, unlawful or objectionable purpose, nor shall Tenant maintain or permit any nuisance or commit or suffer to be committed any waste in, on or about the Premises.

3.5 Common Areas. "Common Areas", as used herein, shall mean all areas within the exterior boundaries of the Property which are now or hereafter made available for general use, convenience and benefit of Landlord and other persons entitled to occupy floor area in the Building, including, but not limited to and without limiting the generality of the foregoing, non-reserved parking areas and spaces, driveways, sidewalks, and landscaped and planted areas of the Property

3.6 Building Rules & Regulations. Tenant covenants and agrees to abide by such Building rules and regulations attached to this Lease as "Exhibit A" (the "Rules and Regulations"), which may be updated by Landlord at any time upon written notice to Tenant. Any change in the Rules and Regulations, whether by amendment or supplements, shall not be deemed or considered as an amendment to this Lease. Failure to keep and observe the Rules and Regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants.

3.7 Parking. Tenant and its employees, agents, independent contractors, licensees and invitees shall have use of nine (9) parking spaces directly adjacent to the Premises and also use of any other Common Area parking space(s) available at the Property on a first-come, first-served basis.

3.8 Rubbish and Trash. Tenant shall not cause the accumulation of rubbish, trash, garbage or other refuse in or around the Premises, Building or Property. Tenant agrees to keep all refuse in proper containers and out of public sight in locations approved by Landlord until disposal of such refuse.

3.9 Signs. The Tenant shall not affix or maintain any signs to the interior or exterior of the Premises or Building except as shall have first received the written approval of the Landlord, though Tenant shall be permitted to install signs within the Premises to identify rooms, offices, restrooms, restricted areas, and the like. Any signage of Tenant permitted by Landlord, whether interior or exterior, and all costs and compliance with local ordinances associated therewith, shall be the full responsibility of Tenant.

3.10 Tenant's Equipment. Tenant shall obtain Landlord's written consent prior to installing or connecting any machines or equipment (computers and other office equipment excepted). Tenant shall, at its sole expense and risk, install Tenant's equipment in a good and workmanlike manner in compliance with plans and specifications approved by Landlord. Tenant shall be solely responsible for the adequacy and safety of the installation, operation, maintenance, repair and removal of Tenant's equipment. Any and all expenses related to preparing the Premises for the installation and/or operation of Tenant's equipment will be at Tenant's sole expense.

3.11 Communication Lines and Services. Landlord and Tenant agree the costs of running and installing fiber optic cable to the Property and Premises is estimated to be no more than \$50,000.00, and the parties agree to share the costs of such work and installation equally (hereafter "Fiber Costs"). Fiber Costs in excess of \$50,000.00 reasonably incurred and flowing from the work and installation thereof, and not due to the fault of either party, shall likewise be equally shared. Except for the sharing of the Fiber Costs herein, Landlord is not responsible for any costs associated with Tenant's telephone wiring, data cabling and equipment related thereto nor service related thereto, and Landlord is not responsible for coordinating and/or installing Tenant's telephone and data-cabling equipment nor the cost of the same, which shall be wholly paid by Tenant. Provided however, Landlord will cooperate in good faith with Tenant in allowing Tenant access to the Premises and Building for Tenant to install telephone and data drops in the Premises, at Tenant's expense during Landlord's Work (as defined below) and prior to the Commencement Date. Tenant shall be responsible for obtaining all applicable licenses and permits necessary for telephone wiring and data cabling.

#### SECTION 4. CONDITION OF PREMISES.

4.1 Landlord's Work. Upon execution of the Lease, Landlord, at its expense, shall proceed with renovation of the Premises for completion in substantially the form and layout as set forth in "Exhibit B" attached hereto (herein "Landlord's Work"). Provided however, Landlord shall have no obligation to provide or install any furnishings, equipment or personal property for Tenant's use and operations except as may be expressly provided for in this Lease.

4.2 Acceptance of Possession. Tenant's taking possession shall be conclusive evidence as against Tenant that the Premises were in good order and satisfactory condition when Tenant took possession, and no promises of Landlord to repair or improve the Premises, and no representation respecting the condition of the Premises, have been made by Landlord to Tenant.

4.3 Alterations. Tenant shall not make any alterations, additions or improvements to the Premises, nor shall Tenant install any mechanical, electrical or plumbing equipment without first obtaining Landlord's written approval of the plans and specifications.

4.4 Mechanic's Liens. Tenant shall: (a) immediately after it is filed or claimed, bond or have released any mechanic's, materialman's or other lien filed or claimed against any or all of the Premises, the Property, or any other property owned or leased by Landlord, by reason of labor or materials provided for Tenant or any of Tenant's contractors or subcontractors (other than labor or materials provided by Landlord) or otherwise arising out of Tenant's use or occupancy of the Premises or any other portion of the Property, and (b) defend, indemnify and hold harmless Landlord against and from any and all liability, claim of liability or expense (including, by way of example rather than of limitation, that of reasonable attorney's fees) incurred by Landlord on account of any such lien or claim.

4.5 Personalty. All articles of personal property and all business and trade fixtures owned by or installed by Tenant at Tenant's expense in the Premises shall remain the property of Tenant and may be removed by Tenant at any time, provided Tenant, at Tenant's expense, shall repair any damage to the Premises, Building, or Property caused by such removal or by the original installation.

4.6 Appearance of Premises. Tenant shall at all times maintain the Premises in a neat, clean and orderly condition.

**SECTION 5. LANDLORD AND TENANT RESPONSIBILITIES.**

5.1 Landlord's Responsibilities. Landlord agrees to the following:

- a. to make a reasonable amount of water and heat and air conditioning services available to the Premises;
- b. to maintain and repair the Common Areas and plumbing, heating and air conditioning, and electrical systems in the Building in good repair; provided however,
- c. If Landlord shall repair any part of the Premises, Building, or Property that has been damaged due to the fault or negligence of Tenant or its employees, agents, independent contractors, licensees and invitees, Tenant, as set forth in Section 5.2 below, will pay the costs of such repair to Landlord upon demand therefor by Landlord.

5.2 Tenant's Responsibilities. Tenant agrees to be responsible for the following at its sole cost and expense:

- a. water, sewage, electricity, natural gas, and all such utilities directly metered or sub-metered for provision to Tenant;
- b. all janitorial and cleaning services for the Premises, specifically, but not limited to, trash removal, general cleaning, interior window cleaning, carpet steam-cleaning, floor waxing and all products and supplies associated with such services;
- c. hazardous, infectious, and medical waste removal, if any generated by Tenant, including the maintenance and storage thereof pending removal;
- d. light bulbs and light bulb replacement in the Premises;
- e. any document disposal bins and services used or desired by Tenant;
- f. any and all data, telephone, network, communication, cable television, hardware, and the like used, desired or related to Tenant's business and operations, including, but not limited to, wires, cables, equipment, and drops provided for in Section 3.11 above;
- g. payment to Landlord for any repair performed by Landlord to any part of the Premises, Building, or Property that has been damaged due to the fault or negligence of Tenant or its employees, agents, independent contractors, licensees and invitees as set forth in Section 5.1 above; and,
- h. Tenant at all times agrees to fully cooperate with Landlord and to abide by all rules which Landlord may prescribe for the proper functioning and protection of any utility and mechanical systems.

5.3 Key and/or Card Access. Landlord will furnish Tenant, free of charge, up to six (6) keys (or cards) to each door lock in the Premises. Landlord will charge a reasonable fee for any additional keys/cards. Tenant shall not have keys made. Tenant shall not alter any lock or install a new or additional lock or any bolt on any door of the premises without prior written consent of Landlord, and in any approved

case, Tenant shall either furnish Landlord with a key for any such lock or reasonable access to the Premises as may be agreeable to Landlord, including, without limitation, access as provided for in Section 6 below and in the event of an emergency. If the Tenant reasonably requests to have locks and/or access controls changed, and Landlord approves and consents, Tenant shall do so at Tenant's expense, which will include labor, materials and new keys.

5.4 **Special Equipment.** Tenant shall not, without first obtaining Landlord's written consent from Landlord thereto, install within the Premises any machinery or equipment using water or electrical current which either (a) exceeds the voltage thresholds of existing outlets, (b) requires a direct connection to the breaker panel, or (c) in any way increases the amount of the electricity or water which would normally be consumed upon the Premises when used as general office space.

5.5 **Interruption.** Landlord reserves the right to suspend temporarily any service for the purpose of inspection, repair or replacement of the facilities therefor. In the event of the cessation of any service required by this Lease, whether due to a temporary suspension by Landlord, or due to other causes, Landlord agrees to use its best efforts to restore the service as promptly as is practical; provided, however, that failure to furnish any service shall not be construed as a constructive eviction of Tenant, shall not justify Tenant failing to pay rent or perform any of Tenant's other obligations under this Lease, and shall not give Tenant any claim against Landlord for damages for failure to furnish the service.

#### **SECTION 6. LANDLORD'S RIGHT OF ENTRY.**

Landlord and its agents shall be entitled to enter the Premises at any reasonable time: (a) to inspect the Premises; (b) to exhibit the Premises to any existing or prospective purchaser, tenant or mortgagee thereof; (c) to make an alteration, improvement or repair to the Building or the Premises, or (d) for any other purpose relating to the operation or maintenance of the Property; provided, that Landlord shall give Tenant at least twenty-four (24) hours prior written notice of its intention to enter the Premises, including by email (unless doing so is impractical or unreasonable because of emergency), and Landlord shall use reasonable efforts to avoid thereby interfering more than is reasonably necessary with Tenants use and enjoyment thereof. Such written notice shall indicate the time and date of the need to enter the Premises.

#### **SECTION 7. INSURANCE.**

7.1 **Insurance.** Tenant, for Landlord's and Tenant's joint and several benefit, shall either self-insure or maintain, at Tenant's own expense, public liability insurance and workman's compensation insurance, insuring both Landlord and Tenant, as their interests may appear, from and against any loss or damage, or claim thereof, pertaining to the Leased Premises and any damage, injury and loss to any person, firm and/or entity and their respective properties resulting from Tenant's enjoyment, occupation, possession and/or use of the Leased Premises and the Parking Lot. Tenant may, but shall not be obligated to, provide and maintain at Tenant's own expense, for Tenant's sole and exclusive benefit, insurance on Tenant's readily removable equipment, fixtures, furnishings and furniture, and other personal property, located in and about the Leased Premises. Tenant shall provide proof of such insurance upon reasonable request of Landlord.

7.2 **Insurance to be Maintained by Landlord.** Landlord shall have no obligation to maintain insurance covering the property of Tenant.

7.3 **Waiver of Liability.** Neither Landlord nor its agents shall be liable for any damage to property of Tenant nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property in the Premises resulting from fire, explosion, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes appliances or plumbing works therein or from the roof, street or subsurface, or from any other place or resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Tenant shall give prompt notice to Landlord in case of fire or accidents in the

Premises or in the Building or of defects therein or in the fixtures or equipment. Tenant hereby acknowledges that Landlord shall not be liable for any interruption to Tenant's business for any cause whatsoever, and that Tenant shall obtain Business Interruption Insurance coverage should Tenant desire to provide coverage for such risk.

7.4 Waiver of Subrogation. Each party hereto waives any right of recovery against the other for loss or damage arising from any cause insured against under the insurance policies required to be carried under this Lease, provided, that this release shall not impair the effectiveness of such policy or the insured's ability to recover thereunder.

#### **SECTION 8. FIRE AND OTHER CASUALTIES.**

If during the Term of this Lease the Premises should be damaged by fire or other casualty not arising from the fault or negligence of Tenant or those in its employ, and, if such damage cannot reasonably be substantially repaired within one hundred eighty (180) days from the date of such fire or other casualty, either party shall have the right to cancel and terminate this Lease as of the date of the damage, by giving to the other party written notice of termination within thirty (30) days after the date of such damage. If the damage can reasonably be repaired within one hundred eighty (180) days, then Landlord shall restore the Premises with reasonable diligence; provided, however, if the damage shall be due to the negligence, fault or act of Tenant or Tenant's its employees, agents, independent contractors, licensees and invitees, Landlord shall not be obligated to restore and shall have the right to terminate this Lease and/or require Tenant to restore at Tenant's expense.

#### **SECTION 9. CONDEMNATION / EMINENT DOMAIN.**

In the event any portion of the Premises is taken or condemned by competent authority for public use and/or the building is rendered unusable for the purposes leased, then either Landlord or Tenant shall have the option to terminate and cancel this Lease. In the event of any condemnation or taking, the entire award for the taking of all or any part of the Premises shall be paid to the Landlord, but such payment to the Landlord shall not interfere with Tenant's rights to make claim for and pursue its own damages for moving expenses, loss or interruption of business, or such other claim that it may be entitled to make.

#### **SECTION 10. ASSIGNMENT, MORTGAGE, SUBLETTING.**

This Lease may not be assigned, encumbered, mortgaged and/or transferred by Tenant, nor may Tenant sublet the Leased Premises, or permit the Leased Premises to be occupied, in whole or in part, by any other person, firm or entity, without the prior written consent of Landlord, which consent Landlord may delay or withhold, for any reason or no reason, in Landlord's absolute and sole discretion.

#### **SECTION 11. ABANDONMENT.**

Tenant shall not abandon or vacate the Leased Premises at any time during any Term.

#### **SECTION 12. ESTOPPEL CERTIFICATE, ATTORNMENT AND NON-DISTURBANCE.**

12.1 Estoppel Certificate. Within ten (10) days following receipt of Landlord's written request, Tenant shall deliver, executed in recordable form, a declaration to any person designated by Landlord: (a) ratifying this Lease; (b) stating the commencement and termination dates of this Lease; and (c) certifying: (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (ii) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any); (iii) that no defenses, credits or offsets against the enforcement of this Lease by Landlord exist (or stating those claimed); (iv) the sum of advance Rent, if any, paid by Tenant; (v) the date to which Rent has been paid; (vi) the amount of security deposited with Landlord; and (vii) such other information as Landlord reasonably requires. Persons



receiving such statements of Tenant shall be entitled to rely upon them.

12.2 **Sale of Landlord's Interest.** In the event of the sale or assignment of Landlord's interest in the Premises or the Building or if the holder of any existing or future mortgage, deed to secure debt, deed of trust, or the lessor under any existing or future underlying lease pursuant to which Landlord is the lessee, shall hereafter succeed to the rights of Landlord under this Lease, then at the option of such successor, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. If any such successor requests such attornment, this Lease shall continue in full force and effect as a direct lease between such successor, as Landlord, and Tenant, subject to all of the terms, covenants and conditions of this Lease, regardless of whether Tenant executes and delivers the instrument requested by such successor landlord.

**SECTION 13. DEFAULT.**

In the event the Tenant shall remain in default of any of their covenants or agreements herein contained after fifteen (15) days have lapsed from Landlord's written notice to Tenant, Landlord may declare this Lease terminated and re-enter and take possession of the Premises.

**SECTION 14. QUIET ENJOYMENT.**

Landlord hereby covenants that Tenant, on paying the Rent and performing the covenants set forth herein, shall peaceably and quietly hold and enjoy, throughout the Term, the Premises and such rights as Tenant may hold hereunder with respect to the remainder of the Property.

**SECTION 15. NOTICES.**

Any and all notices, elections, or demands permitted or required to be made under this Lease shall be in writing, signed by the party giving such notice, election or demand, and shall be delivered personally, or sent by overnight courier service by a company regularly engaged in the business of delivering business packages (such as FedEx), or sent by registered or certified mail to the other party at the address(es) set forth herein, or at such other address as may be specified in writing from time to time by either party to the other. The date of personal delivery or, if sent by mail or overnight courier, then the date of delivery as evidenced by the courier's or mail receipt or rejection thereof, shall be the effective date of such notice, election or demand. Notice shall be sent as follows:

If to TENANT:

With a copy to (if applicable):

City of Huntsville  
305 Fountain Circle  
Huntsville, AL 35801

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTN: General Services

ATTN: \_\_\_\_\_

If to LANDLORD:

With a copy to:

The Health Care Authority  
of the City of Huntsville  
101 Sivley Road  
Huntsville, AL 35801  
Attn: Property Management

The Health Care Authority  
of the City of Huntsville  
101 Sivley Road  
Huntsville, AL 35801  
Attn: Joe W. Campbell

Landlord and Tenant shall each have the right from time to time to specify as its address for purposes of this Lease any other address in the United States of America upon giving written notice thereof, similarly given, to the other party.

**SECTION 16. MISCELLANEOUS.**

16.1 Effectiveness. This Lease shall become effective upon and only upon its execution and delivery by each party hereto. This Lease may be executed in several counterparts, but the counterparts shall constitute one and the same document. Submission of this Lease to Tenant does not constitute an offer to lease; this Lease shall become effective only upon execution and delivery thereof by Landlord and Tenant.

16.2 Complete Understanding. This Lease represents the complete understanding between the parties as to the subject matter hereof; and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties as to the same.

16.3 Amendment. This Lease may be amended by and only by an instrument executed and delivered by each party hereto.

16.4 Applicable Law. This Lease shall be given effect and construed by application of the law of Alabama, and any action or proceeding arising hereunder shall be brought only in the appropriate court in Madison County, Alabama. For any action concerning this Lease and/or the Premises: (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama

16.5 Waiver. Landlord shall not be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by Landlord in exercising any such right shall be deemed to be a waiver of its future exercise). No such waiver as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

16.6 Headings. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided herein for, and only for convenience of reference, and shall in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

16.7 Severability. If any term, provision or covenant of this Lease or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable by a court of last resort having jurisdiction of the Premises, the validity of the remainder of this Lease shall not be affected, and this Lease shall not terminate, unless the illegal, invalid or unenforceable clause of this Lease deprives the parties of the consideration originally bargained for.

16.8 Brokers. Landlord and Tenant agree that neither of them has employed a real estate agent or broker regarding the Property, this Lease or the leasing transaction evidenced hereby.

16.9 Recordation. Tenant will not record this Lease or offer this Lease for recording in the public records without Landlord's prior written consent.

16.10 Attorney's Fees. Landlord and Tenant agree to pay a reasonable attorney's fee and all costs of litigation and court to the prevailing party in the event that it becomes necessary for either Landlord or Tenant to employ an attorney to enforce the performance of any of the terms or provisions of this Lease, or to obtain possession of the Premises, or otherwise to enforce any right given to Landlord or Tenant.

16.11 Authority. Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of its board of directors and agree upon request to deliver to Landlord a resolution to that effect.

16.12 No Construction Against Drafting Party. Landlord and Tenant acknowledge that each of them and their counsel have had an opportunity to review this Lease and that this Lease will not be construed against Landlord merely because Landlord has prepared it.

16.13 Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators successors and assigns where permitted by this Lease.

16.14 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of an amount less than is due hereunder shall be deemed to be other than payment towards or on account of the earliest portion of the amount then due by Tenant nor shall any endorsement or statement on any check or payment (or in any letter accompanying any check or payment) be deemed an accord and satisfaction (or payment in full), and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such amount or pursue any other remedy provided herein.

#### **SECTION 17. REGULATORY MATTERS.**

Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the "Anti-Kickback Law") and Section 1877 of the Social Security Act (the "Stark Law"), as amended. If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, then Landlord and Tenant agree to negotiate in good faith for a period of 60 days to modify the terms of this Lease to comply with applicable law. Should the parties hereto fail to agree upon modified terms to this Lease within this time, either Landlord or Tenant may immediately terminate this Agreement by giving written notice to the other party.


*SIGNATURES ON NEXT AND LAST PAGE  
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IN WITNESS WHEREOF, the parties execute this Lease as of the date first above written.

LANDLORD:

THE HEALTH CARE AUTHORITY  
OF THE CITY OF HUNTSVILLE

ATTEST:

  
Tonya Coffman

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

Print Name: Jeff Samz

Its: 2-12-24 CEO

TENANT:

THE CITY OF HUNTSVILLE

ATTEST:

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

"EXHIBIT A"

BUILDING RULES & REGULATIONS

The following rules and regulations govern the use and occupancy of the Building. Each Tenant is reminded that these rules and regulations constitute a part of each Lease.

1. No sign, picture, advertisement, or notice shall be displayed, inscribed, painted, or affixed to, or on, any part of the outside or inside of the building; nor on or about the leased Premises, except on the entrance door to such Premises and on the directory board of the Building. For the purpose of maintaining a dignified and uniform appearance throughout the Building, the color, size, style and material of each such sign, as well as the supplier thereof, shall be designated by Landlord. No boxes, floor mats, rubbish, materials, or other obstructions of any kind shall be placed in passageways, halls, lobbies, or corridors thereof by Tenant; and Landlord reserves the right to remove all such materials and all signs not conforming to these regulations without notice to Tenant, and at Tenant's expense.
2. All of Tenant's draperies, shades, blinds, wall and floor coverings shall be subject to the approval of Landlord.
3. Tenant shall not, without Landlord's prior written consent which will not be unreasonably withheld, install or operate any stove upon the Premises, or cook any food thereof, or use, or allow to be used, in the leased Premises, oil, burning fluids, or fuel for heating, warming, or lighting. No material deemed extra hazardous on account of fire, and no explosives shall be brought into the leased Premises.
4. The movement into, or out of leased Premises, of all property of Tenant other than that which can be hand carried, shall be at such time, and in such manner as shall be directed by Landlord, upon written request of Tenant. All safes and other heavy equipment shall be placed in such position as shall be designated by Landlord. Nothing in this paragraph contained, nor any direction or designation given pursuant hereto, shall be construed as a waiver of Tenant's liability for damage to person or property caused by (1) overloading of floors, staircases or elevators' or (b) installation, movement, removal or maintenance of property of Tenant in, into, or out of leased Premises, or in or through the Building.
5. For the protection of Tenant, its employees, patients, guests, and other invitees, Landlord may require that each person entering or leaving the Building before or after normal business hours (as determined by Landlord) shall identify himself and record his entry and departure in a register furnished for that purpose by Landlord.
6. Landlord may retain a passkey and/or access to the Premises as provided for in the Lease, to enable its representatives to examine said Premises, from time to time, and to exhibit the same.
7. No ventilators, awnings, or special shades shall be permitted either inside or outside the windows without the prior written consent of Landlord, and then only at the expense and risk of Tenant, and all of the same shall be of such shape, color, material, quality, design, and make as shall be prescribed or approved by Landlord.
8. Neither Tenant, nor its employees, shall undertake to regulate the thermostats or other devices, which control the heating or air-conditioning in the common areas of the Building, but shall report to the manager of the Building whenever such thermostats or other devices are not functioning properly or satisfactorily, including those within the leased Premises Tenant shall keep the corridor doors closed, and shall not open any windows so long as the air circulation system is operating.

9. Tenant shall not place or allow anything to be placed on the outside window ledges of the Premises, nor permit anything to be thrown out of the windows of the building, nor to be placed against, or near the windows or glass in the partitions between the leased Premises and the windows or glass in the partitions between the leased Premises and the halls, or corridors of the building, which shall diminish light in, or appear unattractive from, the halls, corridors or street.
10. Each Tenant shall lock its doors, and windows and shut off all water, including dental units and developing tanks, if any, at night to secure protection against theft, flood and weather, and shall be responsible for any damage growing out of neglect of this rule.
11. Tenant shall not, during the term of its Lease, canvass among other tenants of the Building or bring into, or permit to be, in the building any animal, bird, bicycle or vehicle, except for handicapped use, this prohibition shall not include reasonably sized fish tanks.
12. Supplies and similar items, sold or distributed through the Building shall be furnished to the leased Premises only by such persons, and in such manner, as shall be approved by Landlord.
13. Tenant shall reimburse Landlord for any expense, including janitor's salary, incurred by Landlord in correcting any clogged condition of the toilets or other plumbing facilities caused by Tenant, its employees, patients, guests, or other invitees, using such facilities.
14. Tenant reserves the right to prohibit any phonograph, musical instrument, radio or television receiver, or similar device in the Building, or any antenna, aerial wires, or other instance. The use thereof, if permitted, shall be subject to control by Landlord to the extent that others shall not be disturbed.

“EXHIBIT B”

724 Madison  
Street  
HPD Suite

