

RESOLUTION NO. 23905

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PARKS, RECREATION, ARTS & CULTURE TO EXECUTE A LEASE AGREEMENT, IN THE FORM ATTACHED HERETO, WITH THE NORTH CHICKAMAUGA CREEK CONSERVANCY FOR THE USE OF OFFICE SPACE AT GREENWAY FARM FOR A TERM BEGINNING SEPTEMBER 1, 2003 AND ENDING AUGUST 31, 2004.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Administrator of the Department of Parks, Recreation, Arts & Culture be and is hereby authorized to execute a Lease Agreement, in the form attached hereto, with the North Chickamauga Creek Conservancy for the use of office space at Greenway Farm, at the rate of \$100.00 per month, for a term beginning September 1, 2003 and ending August 31, 2004.

ADOPTED: September 2, 2003

/pm

LEASE

THIS AGREEMENT is made this 18th day of AUGUST, 2003, between the City of Chattanooga, hereinafter known as "Lessor", and the North Chickamauga Creek Conservancy, hereinafter known as "Lessee".

WHEREAS, the Lessee wishes to lease a room for office space within a building at the Greenway Farm, situated in the City of Chattanooga, Hamilton County, Tennessee, for a period of one (1) year beginning September 1, 200~~2~~³ and ending August 31, 200~~3~~⁴.

IN CONSIDERATION WHEREOF, the Lessee pays one hundred dollars (\$100) per month and binds himself or herself to comply with the covenants and stipulations listed below and to take good care of the premises, and return the same at the expiration of said time, in as good order as received, ordinary wear and tear and natural decay expected, unless destroyed by lightning or other natural causes, or fire not caused by fault of the Lessee, and not to erect, or to permit to be erected on the premises any nuisance or commit any waste.

The following additional covenants and stipulation are hereby declared to be a part of this lease:

1. This Lease is for a period of one (1) year, and will automatically renew for two consecutive years.
2. Either party may terminate this Lease upon giving the other party written notice of its intent to terminate the Lease, and said notice shall be received at least sixty (60) days prior to the termination date.
3. Lessor covenants to keep the tenant in quiet possession of the premises during the term of the lease.

4. The premises shall not be sublet for the whole or in part, assigned or transferred, without the written consent of Lessor.

5. Lessee will not allow alcoholic beverages to be sold or consumed on the premises.

6. Lessee covenants to comply with all State, County and City laws and ordinances, including those regarding nuisances insofar as the premises are concerned and that the Conservancy will not by any act of its agents or officers render the Lessor liable therefor. Lessee will make good or pay at the end of the lease, or on the vacation of said property for all glass broken in the windows, doors and other structural damage except as agreed below.

7. Should the Lessor at any time rightly seek to recover possession of the premises, and be obstructed or resisted therein, and any litigation thereon ensues, the Lessee shall be bound to pay the Lessor a reasonable attorney's fee.

8. The Lessor shall not be held liable for the cost of any alterations or repairs made by or for the Lessee, unless there is an express written agreement to the contrary between the parties, or unless the repair involves any appliance or fixture which is provided by Lessor and which is covered by a warrant, guaranty, or other similar instrument running to the Lessor, and then only to the extent covered by said warranty or guaranty.

8. The Lessee shall not make or effect any repairs upon appliances which have been provided by the Lessor, or upon any fixtures, including but not limited to, the kitchen and bathroom facilities, without first obtaining the express consent of the Lessor.

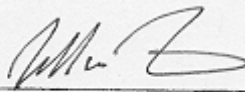
9. The Lessor shall have the right to enter into and upon said premises or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs, additions, or alterations as may be necessary for the safety, comfort and preservation thereof.

10. Lessee will not install or construct any permanent structures or fixtures without express consent of Lessor.

11. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for injuries or damage for any cause arising at any time to persons in or about said premises where said injuries or damage occurs as a result of the use of the premises by Lessee or from the failure of Lessee to keep the premises in good condition and repair, as herein provided.

12. This lease, at the option of the Lessor, shall be void and forfeited in case of any violation on the part of the Lessee of any stipulation herein contained.

North Chickamauga Creek Conservancy

By: 
Printed Name: JEFF W RICHARDS
Title: PRESIDENT

CITY OF CHATTANOOGA, TENNESSEE

By: _____
Title: _____