

LEASE AGREEMENT

This Lease Agreement, made and entered into this 15th day of August, 2022, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507 ("Lessor") and Teresa Jill Farmer of 3401 Shamrock Lane, Lexington, Kentucky 40511 ("Lessee").

RECITALS

WHEREAS, Section 21-32(c) of the Code of Ordinances of the Lexington-Fayette Urban County Government provides that houses, apartments and other living quarters managed by the Division of Parks and Recreation may be rented to individuals in accordance with written criteria approved by the commissioner of the Department of General Services with rental arrangements subject to the review and approval of the senior advisor for management; and

WHEREAS, one of the houses to be rented is located at 3401 Shamrock Lane, Lexington, KY 40511; and

WHEREAS, the Lessor and the Lessee wish to enter into a lease agreement defining their rights and responsibilities relating to the use and occupancy of said rental property; and

WHEREAS, Teresa Jill Farmer is eligible to lease said property at 3401 Shamrock Lane, Lexington, Kentucky 40511;

NOW THEREFORE, in consideration of the promises exchanged herein, the parties agree as follows:

Lessee shall keep the Premises in a neat and clean condition, inside and out, free from any accumulation of trash, garbage, waste, or debris. Lessee shall dispose of any accumulation of same in the manner required by the Code of Ordinances of Lexington-Fayette Urban County Government or other law. Lessee shall use no portion of the exterior areas for storage.

Lessee is responsible for grass and weed mowing and trimming, leaf removal, sidewalk shoveling, and related activities necessary to the reasonable upkeep of the Premises.

Lessee may have guests; however, noise levels shall not violate Sections 14-70 through 14-80 of the Code of Ordinances, Lexington-Fayette Urban County Government.

Pets shall be permitted at the discretion of the Division Director.

4. Repairs: Lessor, through the Division of Parks and Recreation, shall maintain the Premises in a fit and habitable condition, including without limitation: the roof, the foundation, and all electrical, plumbing, heating, ventilating, and air conditioning systems. All minor, day-to-day maintenance shall be the responsibility of the Lessee. Lessee shall promptly notify Lessor in the event that any repairs or replacements are required on the Premises for which the Lessor may be responsible under the terms of this lease agreement. Lessor shall repair or replace same in a timely manner as it deems necessary. Lessee shall indemnify Lessor and pay for any repairs, maintenance, or replacement to the Premises required in whole or in part as a result of Lessee's use of the Premises, ordinary wear and tear excepted.

7. Assignment and Subletting: Lessee shall not assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to the Premises, or otherwise transfer this lease agreement or any interest hereunder, by operation of law or otherwise. Lessee shall not sublet the Premises or any part thereof or permit the use of the Premises by any person(s) other than Lessee.

8. Destruction of Premises: Should the Premises be destroyed or damaged by fire, tornado, or other casualty, Lessor may immediately cancel this lease agreement or make repairs and restoration, in its discretion.

9. Eminent Domain: In the event the Premises or any portion thereof shall at any time after the execution of this lease agreement be taken for public or quasi-public use or condemned under eminent domain, Lessee shall not be entitled to claim or have paid any compensation or damages whatsoever or on account of any loss, entry, damage, or taking of any right, interest, or estate of the Lessee, and Lessee hereby relinquishes to Lessor any rights to any such damages. Lessor shall be entitled to all compensation and damages due on account of and arising out of any taking or condemnation without deduction from the amount thereof for or on account of any right, title, interest, or estate of Lessee in or to said Premises. Should all of the Premises be taken by eminent domain, then this lease agreement shall immediately terminate and Lessee shall be entitled to no damages or any consideration by reason of such taking.

10. Personal Property: All personal property that may be upon the Premises during the term of this lease agreement shall be kept at the sole risk and responsibility of Lessee. It is recommended that Lessee maintain a policy of insurance to cover loss or

13. Return of Possession: At the termination of this lease agreement or Lessee's right of possession, Lessee shall surrender possession of the Premises in the same condition as when received, ordinary wear and tear excluded, and shall surrender all keys to Lessor, advise Lessor as to the combination of any locks remaining in the Premises, and remove all personal property from the Premises. If Lessee fails to remove any items from the Premises as required hereunder, such items shall become the property of Lessor as if conveyed by bill of sale without payment by Lessor or, should Lessor decide to reject ownership of such items, may be removed from the premises at Lessee's expense, payable upon demand, and be stored or disposed of in Lessor's absolute discretion. Lessor shall have no duty to preserve, protect, guard, or keep such personal property.

14. Amendments: No amendment to this lease agreement shall be binding upon either party until such amendment is reduced to writing and executed by both parties.

15. Severability: If any clause, provision, or section of this lease agreement is ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections hereof.

16. Notices: The agent of Lessor, for purposes of this lease agreement, shall be the Director of the Division of Parks and Recreation, whose offices are located at 469 Parkway Drive, Lexington, Kentucky 40504. All notices or consent required to be given by or on behalf of either party shall be in writing and shall be sufficiently given, and

ADDENDUM A

RENT SCHEDULE

Fiscal Year	Annual Rent	Monthly Rent	Monthly Utility Adjustment	Adjusted Monthly Rent
2022	\$8,424.00	\$560.00	\$140.00	\$700.00

A.1 Monthly Rent. Lessee is essential to Park operation. Lessee shall pay to Lessor as a portion of rent for the Premises the sum specified above in Monthly Rent column. If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the base rent installment for such first or last month shall be prorated.

A.2 Utility Adjustment for unmetered services (if applicable). Lessee shall pay to Lessor as additional monthly rent the pro-rata portion as specified below for shared utility services that are not separately metered for the Premises.

Electricity:	(\$0.00)
Natural Gas:	(\$95.00)
Water:	(\$45.00)
TOTAL MONTHLY ADJUSTMENT:	(\$140.00)

A.3 Adjusted Monthly Rent. Lessee shall pay to Lessor as the total Adjusted Monthly Rent the sum as specified above in Monthly Rent column. If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the total monthly rent shall be pro-rata adjusted in accordance.