

RESOLUTION NO. 24088

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PARKS, RECREATION, ARTS & CULTURE TO EXECUTE A LEASE AGREEMENT WITH THE COUNCIL FOR ALCOHOL & DRUG ABUSE SERVICES, INC. (CADAS) RELATIVE TO SPACE WITHIN THE NORTH CHATTANOOGA RECREATION CENTER AS OUTLINED IN THE LEASE ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

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 with the Council for Alcohol & Drug Abuse Services, Inc. (CADAS) relative to space within the North Chattanooga Recreation Center as outlined in the Lease attached hereto and made a part hereof by reference.

ADOPTED: May 4, 2004

/pm

LEASE

THIS AGREEMENT is made this ____ day of _____, 2003, between the City of Chattanooga, hereinafter known as “Lessor”, and the Council for Alcohol & Drug Abuse Services, Inc. (CADAS) hereinafter known as “Lessee”.

WHEREAS, the Lessee wishes to lease space within the North Chattanooga Recreation Center (hereinafter the “Center”), situated in the City of Chattanooga, Hamilton County, Tennessee, for a period of one (1) year beginning _____, 2003 and ending _____, 2004.

IN CONSIDERATION WHEREOF, the Lessee pays one hundred dollars (\$100.00) 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 excepted, unless destroyed by lightening or other natural causes, or fire not caused by fault of the Lessee, and not to erect, or to permit to be entered 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 (2) 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.

Lessee will have access to the entire building, excepting that it shall not have access to the facility manager's office (the main office). When the City or its agents are at the property, the City will be deemed in control of the premises for the duration of the time the City is present.

4. Lessee will have access to the security alarm code and a key to the building.

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

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

7. 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 Lessee will not by any act of its agents or officers render the Lessor liable therefore. Lessee will make good or pay at the end of the lease, or on the vacation of said property for all glass broken in windows, doors and other damage to the premises except, Lessee will not be liable for any damage due to ordinary wear and tear or any damage not caused by Lessee.

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

9. Lessor shall not be held liable for the cost of any alterations or repairs made by 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.
10. 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.
11. Lessor shall have the right to enter into and upon said premises or any part thereof, at any time 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. Lessor, however, shall not have the right to access any confidential patient or medical records stored at the Center.
12. Lessee will not install or construct any permanent structures or fixtures without express consent of Lessor.
13. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives against Lessor and agrees to indemnify and hold harmless the Lessor for all claims for injuries or damage 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.

14. 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.

CADAS

By: Douglas S. Harr, Ph.D.

Printed Name: Douglas S. Harr, Ph.D.

Title Executive Director, CADAS

By: 

Printed Name: Hank Dotson

Title Board President, CADAS

CITY OF CHATTANOOGA, TENNESSEE

By: _____

Title: _____