

RESOLUTION 18-199

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE LEASE AGREEMENT FOR FAMILY ADVANTAGE FEDERAL CREDIT UNION ATM MACHINE IN NORTHFIELD BUILDING

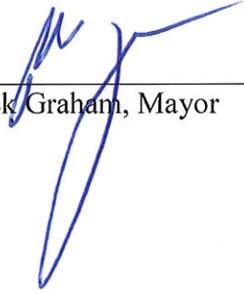
WHEREAS, Family Advantage Federal Credit Union wishes to place an ATM machine inside the Northfield Building;

WHEREAS, Family Advantage Federal Credit Union will require six (6) square feet of space for the ATM machine;

WHEREAS, Family Advantage Federal Credit Union requests the City of Spring Hill execute a lease agreement that will require the signature of the Mayor and City Attorney.

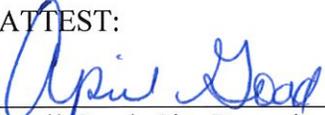
NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the Mayor and City Attorney of the City of Spring Hill, TN to sign the lease agreement between Family Advantage Federal Credit Union and the City of Spring Hill, hereto attached.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 15th day of October, 2018.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: Approval of Resolution 18-199
SUBMITTED BY: Kayce Williams, Economic Development Coordinator
Dakota Mercer, Facility Manager, Northfield
DATE: October 15, 2018
RE: Family Advantage Federal Credit Union ATM Machine Lease
ATTACHMENTS: Draft Lease

PURPOSE:

To authorize the Mayor to execute a lease agreement for an ATM machine to be located within Northfield

BACKGROUND:

Prior tenant has had an ATM machine within Northfield since 2013. They decided not to renew their lease and have removed the machine from the building. Family Advantage Federal Credit Union expressed their desire to place a free-standing ATM machine in the building and requested a draft lease for consideration. The City Attorney assisted Dakota in crafting the draft lease, and BOMA gave consensus at the work session to move forward with the amount of \$200 per month. The ATM machine would take up approximately six (6) square feet in the main lobby on the first floor inside door 400.

FINANCIAL IMPACT:

The lease rate of \$200.00 per month for 5 years is \$12,000.00.

STAFF RECOMMENDATION:

Staff recommends approval of resolution 18-199

LEASE AGREEMENT

This Lease Agreement is made and entered into effective the _____ day of _____, 20___. By and between the City of Spring Hill, Tennessee, hereinafter referred to as "Landlord", and Family Advantage Credit Union, hereinafter referred to as "Tenant", both of which expressions shall include the respective successors, heirs, assigns and personal representatives of the parties.

WITNESSETH:

WHEREAS, Landlord desires to lease to Tenant the premises hereinafter described; and

WHEREAS, the parties have agreed upon the terms and conditions of the Lease Agreement set forth hereinafter.

NOW, THEREFORE, for and in consideration of this Lease Agreement, the parties agree as follows:

1. Premises. Landlord hereby lets and leases to Tenant the following described premises ("leased premises"):

ATM on site at:
5000 Northfield Lane
Door 400 Lobby
Spring Hill, TN 37174

2. Installation and Maintenance of Automated Teller Machine ("ATM"). Tenant shall install an ATM on premises within a reasonable time period, upon availability of machines, after the first day of the term of this Lease Agreement. Tenant shall maintain the ATM on the leased premises until thirty (30) days after the expiration of the lease term of this Lease Agreement when the ATM shall be removed.

3. Term. This Lease Agreement is for a period of sixty (60) months beginning the date of full execution of this Agreement.

4. Renewals and Extensions of Lease Agreement. Provided Tenant is not in default of this Lease Agreement and Landlord intends to rent the leased premises at the end of the term of this Lease Agreement, Landlord will notify Tenant of its intent to lease the leased premises. Such notice shall be delivered to Tenant at least one hundred twenty (120) days prior to the end of the term of this Lease Agreement, and the parties shall negotiate in good faith for thirty (30) days after the notice for Tenant to rent the leased premises for another term.

5. Rent. Tenant covenants and agrees to pay, without demand to Landlord at City of Spring Hill, TN, 5000 Northfield Lane, Spring Hill, TN 37174, as rent for the leased premises during the term of this Lease Agreement the sum of \$200.00 per month commencing on the date of full execution of this Agreement, and on the first day of each month thereafter. If the commencement date is later than the first of a month, the rent for the first month will be prorated. If any installment of rent is not received by Landlord within ten (10) days after it is due, Tenant shall pay Landlord a late charge of ten percent (10%) of such overdue amount.

6. Improvements and Alterations. Tenants shall have the right to install the ATM on the leased premises only. Tenant shall obtain written consent of Landlord for any other alterations or improvements, which consent will not be unreasonably withheld. At the sole option of the Landlord, any such other improvements and alterations shall become the property of Landlord at the termination of this Lease Agreement. If Landlord elects not to take such other improvements, Tenant agrees to restore the leased premises to their condition at the time of the beginning of this Lease Agreement.

Except otherwise provided, furnishings and trade fixtures installed on the leased premises by Tenant and paid for by Tenant shall remain the property of Tenant and may be removed upon the termination of this Lease Agreement, provided:

- a. That such are fixed to the leased premises and require severance may be removed only if Tenant shall repair any damages caused by such removal to restore the leased premises in the exact condition as that when rented; and
- b. That Tenant shall have fully performed all of the covenants and agreements to be performed under the provisions of this Lease Agreement.

It is further agreed that Tenant shall return the leased premises in as good a condition as that when leased.

7. **Hold Harmless, Public Liability and Insurance.** Tenant will indemnify Landlord and hold Landlord harmless against all claims, demands and judgments for loss, negligence in the use and occupancy of the leased premise, with such indemnification to include the costs and attorney's fees incurred by Landlord in defending any such claims, demands, and judgments. In furtherance of this Lease Agreement, but in no way limited thereby, Tenant shall obtain liability insurance insuring this indemnification in an amount not less than \$1,000,000.00 (combined single limit) with Landlord being named as an additional insured under said policy. Tenant shall pay the costs of such insurance and provide evidence of such insurance under said policy. Tenant shall pay the costs of such insurance under said policy to Landlord within ten (10) days from the execution of this Lease Agreement. All personal property, such as the automatic teller machine itself, left or placed on the leased premises during the term of this Lease Agreement shall be at the sole risk of Tenant.

8. **Use of Premises.** The leased premises shall be used only for the operation of an ATM and related purposes. Tenant will not at any time use or occupy the leased premises in

violation of laws, ordinances, or regulations of any government agency having jurisdiction or in violation of Landlord's insurance contract(s) or in any manner creating a nuisance.

9. Responsibility for Repairs and Maintenance. Tenant shall be solely responsible for all repairs and maintenance of the ATM machine.

10. Landlord's Remedies on Default. If default is made in the payment of said rent, or any part thereof, or in the observance or performance of any of the terms, conditions or agreements herein contained, Landlord shall have the following remedies:

- a. Landlord may sue to collect any and all sums which may accrue to it by virtue of the provisions of this Lease Agreement, or for any and all damage that may accrue by virtue of the breach of this Lease Agreement or both, Tenant hereby waiving all demand for rent.
- b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions, or provisions of this Lease Agreement.

11. No Waiver. The failure of the Landlord or Tenant to insist upon a strict performance of any term or condition of this Lease Agreement shall not be deemed the waiver of any right or remedy that Landlord or Tenant may have and shall not be deemed a waiver of any subsequent breach of such term or condition.

12. Holding Over. If Tenant continues to occupy the leased premises at the expiration of the term of this Lease Agreement or any extension thereof without a new lease agreement reduced to writing and duly executed, such occupancy shall be on a month-to-month basis subject to all covenants, conditions and agreements of this Lease Agreement.

13. Quiet Enjoyment. Landlord hereby covenants and agrees that if Tenant shall perform all covenants and agreements herein stipulated, Tenant shall have at all times during the continuance hereof, the peaceful and quiet enjoyment and possession of the leased premises without any manner of hindrance from Landlord.

14. Attorney's Fees and Costs. In the event Tenant breaches any of the covenants and agreements herein stipulated, Tenant agrees to pay reasonable attorney's fees and all costs incurred by Landlord arising out of said breach.

15. Notice. Any notices required to be sent hereunder shall be hand delivered or sent by certified mail to the following address:

Landlord	City of Spring Hill, TN 199 Town Center Parkway PO BOX 789 Spring Hill, TN 37174
Tenant	Family Advantage Federal Credit Union _____ _____ _____

16. Waiver of Subrogation Agreement. It is agreed that the Landlord and the Tenant, each, hereby waive their respective rights of subrogation as to the other party of all liabilities, expenses, losses, and any other damages incurred by either party and covered under any fire, extended coverage, or other policy of insurance purchased by either of them on the property or contents located therein, to the extent that such liabilities are covered by insurance. This waiver is made voluntarily and with full knowledge of all rights each part may have to subrogation of the other parties' claims.

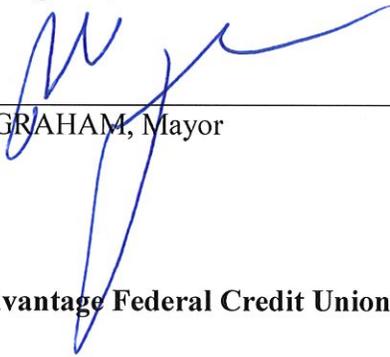
17. Entire Agreement. This Lease Agreement contains the entire agreement between parties, and any agreement hereafter made shall be ineffective to change, modification or discharge

it in whole or in part unless same is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. This Lease Agreement supersedes and voids all prior proposals, letters, and agreements, oral and written. This Lease Agreement shall be interpreted and construed in accordance with the laws of the State of Tennessee.

18. Severability. The provisions of this Lease Agreement are severable in that should any provision be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the legality, validity and enforceability of the other provisions herein shall not be affected, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their signatures, in duplicate, on the day and date first above written.

LANDLORD
City of Spring Hill, TN

By: 

RICK GRAHAM, Mayor

TENANT
Family Advantage Federal Credit Union

By: _____

Its: _____