**Lease Agreement Number** **FY** **HID** **M O** **ID**

THIS LEASE, entered into between **{LESSOR'S NAME}** whose address is **{Address}**, and phone number is **{Phone number}**, their heirs and assigns, hereinafter called the Lessor, and the **{Health Department Name}**, hereinafter referred to as the Health Department.

Witnesseth: That for the consideration hereinafter mentioned, the parties agree as follows:

A. The Lessor hereby leases to the Health Department, which agrees to keep it in quiet and peaceful possession, the following described premises with its appurtenances: **{Leased property}** Said premises consisting of **{Number of square feet}** sq.ft. are to be rented at the rate of $ **{Rate}** /annum per sq. ft. and will be used by the Health Department for Warehouse  Office  Other.

1. The Health Department agrees to pay rent to the Lessor for the leased payments at the rate of $ **{Rate}** payable

Monthly Quarterly  Annually. Total payments made under the terms of this lease shall not exceed $**{Total amount}**

“x” if included in payment: Gas ElectricityWaterJanitorial Services Number of parking spaces {#}.

1. Subject to the limitations imposed by law and as provided in paragraphs I and J of this lease, the term during which this lease should be effective shall begin {Date} and end {Date} .
2. This lease shall be extended automatically upon the same terms and conditions herein for further periods of 12 months not to exceed five (5) extension periods unless the Health Department shall give the Lessor written notice, 30 days prior to the expiration of the term or any extension, that it will not be extended; no extension shall prolong the period of occupancy of the leased premises beyond the 30th day of June 20  . The Lessor understands that the Health Department Funds cannot be committed beyond its current fiscal year. The applicable appropriation and the related allotment for the rental payments for the succeeding fiscal year may be made following July 1.
3. The Health Department shall have the further right to terminate this lease at any time upon 30 days written notice, time to be computed from date of mailing notice; termination under this paragraph shall be considered effective until the last day of the month in which the notice period ends.
4. The Health Department agrees not to assign this lease, or to sublet the premises except to a desirable tenet and for a similar purpose, and will not permit the use of the premises by anyone other than the Health Department, the State Government, or such sublease, and the agents and servants of the Health Department, the State Government, or such subleases.
5. The Health Department shall have the right during the existence of this lease to make alterations, attach fixtures, and erect additional structures, or signs, in or upon the leased premises, provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with rights granted to other tenants on the property or in the building in which the premises are located. Fixtures, additions, structures or signs placed in or upon or attached to the Health Department shall remain the Health Department’s property and may be removed by it prior to the termination of the lease.
6. Unless otherwise specified, the Lessor shall maintain the premises in good repair and tenantable condition, including heating and/or air conditioning equipment, except in case of damage arising from the negligent acts of the Health Department’s agents or employees. For the purpose of maintaining the premises and to make necessary repairs, the Lessor reserves the right to enter and inspect the premises at reasonable times.
7. The Health Department agrees to take good care of the premises and to return them at the expiration of their lease in as good order as received ordinary wear and tear and natural decal excepted.
8. If fire or other casualty destroys the premises, this lease shall immediately terminate. In case of partial destruction or damage so as to render the premises untenantable, the Health Department may terminate or suspend this lease by giving written notice to the Lessor within 15 days after such partial destruction or damage, and if so suspended, no rent shall accrue to the Lessor after the date of such partial destruction or damage is repaired and premises are considered tenantable.
9. It is agreed by the parties hereto that if any one of the provisions of this lease shall contravene or be invalid, such contravention or invalidity shall not invalidate the whole lease but it shall be construed as if not containing that particular provision or provisions and the rights and obligations of the parties shall be construed accordingly.
10. The Lessor certifies by his signature hereinafter affixed that he (“he” is construed to mean “they” if more than one person is involved; and if a firm, partnership, corporation, business trust or other organization is involved, then “he” is construed to mean any person with an interest therein), is legally entitled to enter into contracts with the Health Department and that he is not or will not be violating any conflict of interest statute or any other applicable statute or principle by the performance of this lease, nor will he realize any unlawful benefit or gain directly or indirectly from it. The Lessor agrees to notify the Health Department of all persons owning or upon any change or transfer of ownership involving 5% or more in stock, in partnership, business trust, or corporation, including silent or limited partners. Non-compliance may result in termination of this lease agreement.
11. Lessor shall comply with all standards set by the State Fire Marshall’s Office and that of the Kentucky Occupational Safety & Health Standards Board.

## \_\_\_\_\_\_ Director

Health Department ( Date) (Signature of Authorized Agent)

Lessor:

### \_ .

(Print or Type Name or Authorized Agent) (Print or type name of Lessor)

### \_ \_ \_\_ .

(Signature of Authorized Agent(s)) (Date)