

**SHORT TERM LEASE AGREEMENT
FOR SITE AT 127 YARD SALE**

THIS lease, made and entered into by and between CITY OF DANVILLE, KENTUCKY, (hereinafter "landlord"), having an address of 445 W. Main Street, Danville, KY 40422 and _____ ("tenant"), having an address of _____, with a phone number of _____ and a driver's license number of _____.

WITNESSETH:

In consideration of the premises and the covenants and conditions herein contained, landlord and tenant agree as follows:

(A) Lease

Landlord hereby leases to tenant that certain space identified on Schedule A attached hereto and incorporated herein by reference, on the tract of land which landlord owns along the US 127 Danville Bypass located in Boyle County, Kentucky, and more particularly described and graphically depicted on the aforementioned Exhibit A.

(B) Term

The term of this lease shall be for a period of seven (7) days beginning on Monday, July 29, 2019, and ending on Sunday, August 4, 2019.

(C) Fixed rent

Upon execution of this lease, Tenant shall pay in advance as rent for the premises the following fixed amount: _____; with said sum being nonrefundable.

(D) Use

The premises shall be used only for the sale of goods as a part of the 127 Yard Sale and no other purpose, with the sale of goods to be strictly limited to the time period of Thursday, August 1, 2019 through Sunday, August 4, 2019. Set up may occur on the premise no earlier than Monday, July 29, 2019, and the breakdown of the site must occur no later than Sunday, August 4, 2019. Tenant shall be permitted to stay on the premise overnight if so desired.

(E) Compliance

Tenant covenants and agrees that in the use and occupancy of said premises, it will comply with all valid laws, federal, state, and municipal, and with all lawful requirements of all public authorities. Tenant covenants to comply with the federal, state, and city laws and ordinances in regard to nuisances, insofar as the premises are concerned, and that it will not by any act of its own render landlord liable therefor.

(F) Assignment and subletting

The premises shall not be underlet, for the term, in whole or in part, assigned, transferred, or set over by the act of tenant, by process or operation of law, or in any other manner whatsoever.

(G) Electric Utility and other services

If electric service or any other services are needed by Tenant on the leased premise, Landlord will make every attempt to make them available so long as they are specifically enumerated on Schedule B attached hereto and incorporated by reference.

(H) No hazardous materials

Tenant agrees that it will not bring on the premises any explosives or articles deemed hazardous; or use or allow to be used on the said premises any oil, burning fluids, kerosene, or camphor for heating or warming purposes, or anything except incandescent electric lights for illuminating purposes, and that it will not use or permit to be used on the premises anything that will invalidate any policies of insurance which may now or hereafter be carried on said premises or said building, or that will increase the rate of insurance thereon.

(I) Inspection

Landlord and its agents shall have the right to enter said premises at reasonable hours for the purpose of inspecting same.

(J) Casualty

In the event the premises or any part thereof are damaged, Landlord shall not be liable to repair or restore anything brought or placed upon the premises by tenant.

(K) Indemnification

Landlord shall not be liable for injury to person or damage to property occurring in or upon the premises during the term of this lease as the risk of loss shall be solely borne by tenant. Tenant further agrees to indemnify and hold harmless landlord from any and all liability for any such injury or damage, whether or not such injury or damage be caused by or be due to the negligence of landlord or landlord's officer, agent, servant, or employee.

(L) Return of premises

Tenant agrees immediately upon the termination of this lease to remove all effects belonging to tenant from the premises, and to vacate and surrender possession of

said premises in the same condition as when received (ordinary wear and tear excepted).

If such possession be not immediately surrendered, it is agreed that landlord may forthwith re-enter said premises and repossess itself thereof as of its former estate, and remove any persons or effects therefrom, using such force as may be necessary for that purpose without being deemed guilty in any manner of trespass, forcible entry, or detainer and tenant shall not have any right of reimbursement for same.

(M) No waiver

The failure of landlord to insist upon a strict performance of any of the covenants or conditions of this lease by tenant, or to declare a forfeiture for any violations thereof, or to exercise any option conferred on it hereunder, shall not be construed as a waiver or relinquishment for the future of its right to insist upon a strict compliance by tenant with all the covenants, agreements, and conditions thereof, or its right to exercise said options, or to declare a forfeiture for the violation of such condition or agreement, if the violation be continued or repeated.

IN TESTIMONY WHEREOF, landlord and tenant, either in person or through their officers who have been duly authorized to take such action by resolution of their boards of directors, have caused this lease to be executed on this _____ day of July, 2019.

CITY OF DANVILLE, KENTUCKY

BY: _____
AUTHORIZED OFFICER

“LANDLORD”

PRINTED NAME OF TENANT

SIGNATURE OF TENANT

SCHEDULE A
(Site Identification)

SCHEDULE B

(Services requested by Tenant)