

City of Midfield
725 Bessemer Super Hwy
Midfield, Alabama 35228
(205) 923-7578/ (205) 923-7570 Fax



Gary Richardson, Mayor

Terry Adams, Mayor Pro Tem
Janice Anderson, Councilmember
Wendy Merriweather, Councilmember
James Reasor, Councilmember
Velma Johnson, Councilmember
Moses Hill, City Inspector

Falencia Ratcliff, City Clerk
Jesse Bell, Police Chief
Kenneth Davis, Fire Chief
Michael Lloyd, Public Works
David Sullivan, City Attorney

CITY COUNCIL of the CITY OF MIDFIELD
Regular Council Meeting
January 08, 2024
6:00 P.M.
AGENDA

1. Invocation
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
5. Approval of Minutes from the last regular scheduled meeting.
6. Approval of December Bills List #2, \$27902.27
7. Approval of Business License for Capital Auto & Equipment Sales He will be selling and repairing cars. There will not be any savage vehicles but he is anticipating two 18 wheelers or Hot Shots.
8. Approval of Business License for David Hill Distributing. He will be doing wholesale flooring.
9. Report from Mayor
10. Report from Council
11. Meeting open to public
12. Adjourn

MEETING MINUTES

December 27, 2023

Regular Council Meeting

The City Council of the City of Midfield, Alabama met for a regular council meeting at City Hall on December 27, 2023, at 6:00 p.m. with Mayor Gary Richardson presiding.

1. Councilor Janice Anderson provided the invocation.
2. Mayor Richardson led the Pledge of Allegiance.
3. **Roll Call:**

The following were present at roll call:

Mayor Gary Richardson
Councilor Velma Johnson
Councilor Wendy Merriweather
Councilor Janice Anderson
Councilor James Reasor
Mayor Pro Tem Terry Adams was absent.

A quorum was established, and the meeting was open for the consideration of city business.

4. Approval of Agenda: Councilor Janice Anderson made a motion to approve the agenda. The motion was seconded by Councilor Velma Johnson. A voice vote was taken. All present voted aye and there was no opposition. Motion passed; agenda was approved unanimously.

5. Approval of Minutes from last regular scheduled meeting: There was a correction to the amount Representative Patrick Sellers gave, which was \$2500.00. Councilor Velma Johnson made a motion to approve. The motion was seconded by Councilor Wendy Merriweather. A voice vote was taken. All present voted aye and there was no opposition. The motion was passed and minutes were approved.

6. Approval of Bills: Councilor Janice Anderson made a motion to approve December #2 bill's list. The motion was seconded by Councilor Wendy Merriweather. A voice was taken. All present voted aye. Motion was passed, December #2 bills were approved.

7. Approval of Business License for Capital Auto & Equipment Sales.: The review is on hold till the next council meeting till owner is available to answer additional questions.

8. Report from Mayor

- a. Chief Jesse Bell-There was a drive by shooting where a 22year old male from Adamsville that was shot and killed at the 1500 block of Griffin Dr, where he was believed to be the targeted person. There is an ongoing investigation in process. There were 8 homicides for the year.
- b. Darryl Roberts-Thanked the City Council and Mayor for the Safety Meeting. The Highlands Building will be complete once the leak under the sink has been fixed.
- c. Moses Hill- We have 50 stop work orders for the month, and only 21 has gotten permits. Working on a Flood Plan and a draft has been submitted to the City Clerk and City Attorney. Also working on a process for permits for the Valley Creek area, and getting license plates of contactors doing work without a permit.

7. Report from Council


- a. Councilor Janice Anderson-There are some houses been remodeled on Wentworth and they do not have a dumpster. The inspector is going to check on that area. Also wished everyone a Happy New Year and thanked everyone for their hard work.
- b. Councilor Wendy Merriweather- Wishing everyone a Happy New Year.
- c. Councilor James Reasor-Food Box giveaway Jan 8th at 3pm and. Senior meeting Jan 2 at 12:30pm. Sending condolences to Ms. Parker the twenty-one-year-old that was killed. Wishing everyone a Happy New Year.
- d. Councilor Velma Johnson-Rutledge Dr has become a dumping area, and there need to be something done because its trash up and down the road. The lead for Public Works advised that two cameras have been installed to deter people from dumping trash and monitoring crime.

8. Meeting open to public: Noone signed in to make comments.

9. Adjourn: Councilor Janice Anderson made a motion to adjourn the meeting. The motion was seconded by Councilor Wendy Merriweather. All members present voted aye, the meeting was adjourned.

APPROVED ON THIS 8th^h of January 2024.

ATTEST:



Falencia Ratcliff, City Clerk

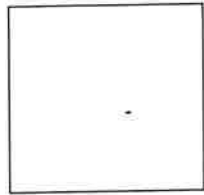


Gary Ricardson, Mayor

JANUARY #1 BILL'S LIST

VENDORS

ADT		\$ 13.17
ALABAMA CORRECTIONS		\$ 309.30
AMAZON		\$ 538.74
AT&T		\$ 437.22
BIRMINGHAM-JEFFERSON TRANSIT		\$ 7,179.08
BRADY KLMURY DODGE		\$ 1,731.89
CANON SOLUTIONS		\$ 24.40
CHORUS		\$ 26.99
CINTAS		\$ 99.31
CIVIC PLUS		\$ 8.14
COAST EMS		\$ 129.65
DAVID SULLIVAN		\$ 1,666.00
DOMAIN LISTING		\$ 288.00
ED'S LOCK		\$ 75.00
HENRY SCHEIN		\$ 1,581.73
HOME DEPOT		\$ 1,678.68
LEXIS NEXIS		\$ 108.44
LIGHT BULB DEPOT		\$ 185.00
MAC UNIFORMS		\$ 838.15
MARCUS GARDNER		\$ 100.00
MIDFIELD HARDWARE		\$ 28.58
O'REILLY		\$ 1,914.25
QUICK PAWN SHOP		\$ 247.50
SHRED IT		\$ 108.84
SIRCHIE		\$ 80.75
SOUTHERN TIRE MART		\$ 4,332.00
SOUTHLAND TRANSPORTATION		\$ 1,894.92
STAPLES		\$ 216.54
TOWN AND COUNTRY		\$ 185.00
VINCENT JONES		\$ 75.00
WELDING UNLIMITED		\$ 1,800.00
GRAND TOTAL		\$ 27,902.27



JANUARY #1 BILL'S LIST

FUND: 001	GENERAL FUND		
DEPARTMENT	60 POLICE		
	BRADY KILMURY		\$ 1,731.89
	MIDFIELD HARDWARE		\$ 28.58
	O'REILLY		\$ 1,666.98
	SIRCHIE		\$ 80.75
	SOUTHERN TIRE MART		\$ 1,083.00
	TQWN AND COUNTRY		\$ 185.00
	60 POLICE TOTAL		\$ 4,776.20

DEPARTMENT	61 FIRE		
	COAST EMS		\$ 129.65
	HENRY SCHEIN		\$ 1,581.73
	MAC UNIFORMS		\$ 838.15
	O'REILLY AUTO PARTS		\$ 231.28
	SOUTHERN TIRE MART		\$ 1,083.00
	61 FIRE TOTAL		\$ 3,863.81

DEPARTMENT	62 STREET		
	CINTAS		\$ 99.31
	HOME DEPOT		\$ 1,678.68
	SOUTHERN TIRE MART		\$ 1,083.00
	SOUTHLAND TRANSPORTATION		\$ 1,894.92
	62 STREET TOTAL		\$ 4,755.91

DEPARTMENT	66 PARK		
	CHORUS		\$ 26.99
	MARCUS GARDNER	ROOM DEPOSIT REFUND	\$ 100.00
	SOUTHERN TIRE MART		\$ 1,083.00
	VINCENT JONES	ROOM DEPOSIT REFUND	\$ 75.00
	WELDING UNLIMITED		\$ 1,800.00
			\$ -
	66 PARK TOTAL		\$ 3,084.99

DEPARTMENT	99 ADMINISTRATION		
	ADT		\$ 13.17
	ALABAMA CORRECTIONS		\$ 309.30
	AMAZON		\$ 538.74
	AT&T		\$ 437.22
	BIRMINGHAM-JEFFERSON COUNTY TRANSIT		\$ 7,179.08
	CANON SOLUTIONS		\$ 24.40
	CIVIC PLUS		\$ 8.14
	DAVID SULLIVAN		\$ 1,666.00

DOMAIN LISTINGS		\$ 288.00
ED'S LOCK		\$ 75.00
LEXIS NEXIS		\$ 108.44
LIGHT BULB DEPOT		\$ 185.00
O'REILLY		\$ 15.99
QUICK PAWN SHOP		\$ 247.50
SHRED IT		\$ 108.84
STAPLES		\$ 216.54
99 ADMINISTRATION TOTAL		\$ 11,421.36
001 GENERAL FUND TOTAL		\$ 27,902.27

FUND: 005
DEPARTMENT

.05 CORRECTIONS FUND		
60 POLICE TOTAL		\$ -
005 CORRECTIONS FUND TOTAL		\$ -

FUND: 007
DEPARTMENT

.07 STREET FUND		
007 .07 STREET FUND TOTAL		\$ -

FUND: 12
DEPARTMENT

FIRE GRANT		
60 POLICE TOTAL		

FUND: 009

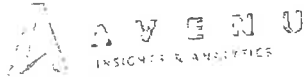
009 E911 FUND TOTAL		\$ -

GRAND TOTAL: \$ 27,902.27

***Note**

*=PREPAID

Business License Application



Online Filing is Available
Free-Fast-Secure-Step by Step

www.bizlicenseonline.com

All Fields Must Be Completed

Dates-Due: January 1st
 Delinquent: February 16th
 Current Year (License Year): 2022
 Purchasing different license year, indicate year: **2023**
 Date Business Activity Initiated/Proposed:

Avenu Account No.: _____

NAICS: www.naics.com/search/

Instructions:

- All municipalities are required to obtain a copy of individual/entities board certifications/permits prior to issuance of a business license. For a list of certifications, please visit our website here.
- To determine license fee due see a full schedule listing at www.revds.com or email our Business License Department at bizlicensesupport@revds.com with any questions or call 800-556-7274. Fax documentation toll free to 844-528-6529.

Federal Employer Identification No. (FEIN): 452514580 Social Security No.: 423-96-0497 Number of Employees: 1

Describe Business Conducted: Wholesale Flaming

Legal Business Name: David Hill Distributing Email: _____

(If different from legal name) Trade Name / DBA: _____ City: Mdga State: Al Zip: 35118

Mailing Address: _____ City: Mdga State: Al Zip: 35228

Physical Address: 1138 2nd Ave North City: _____ State: _____ Zip: _____

(No PO Box Allowed) Telephone Numbers: Business: _____ Home: _____ Cell: 205-966-1398 Fax: _____

Contact Person Name: David Hill Phone: 205-966-1398 Title: Owner

Business License Calculation Grid (online filing available at <https://rds.bizlicenseonline.com/>)

Police Jurisdiction Definition: The area outside of the incorporated municipality limits as defined by local ordinance. Businesses physically located in the police jurisdiction are subject to purchase a business license per the municipality's ordinance at one-half the normal rate, if applicable. Please check the box if you are in the police jurisdiction but not in the incorporated city limit.

Column A	Column B	Column C	Column D	Column E	Column F	Column G
Report all types of business conducted	Units Required if Fee is based upon a "number" of units ie. days, machines, etc.	Flat/Base Fee	Additional Amount Due Based on Calculation	Add Column E & F. Enter Total in Column G and then add down for Total Due.		License Fee Due
Schedule No. # Code	Type of License	Gross Receipts	Unit Amount	Additional Amount Due Based on Calculation	License Fee Due	License Fee Due
	<u>wholesale</u>					\$
						\$
						\$
Penalty Information: 15% penalty due February 1st plus 1% interest. Additional 15% penalty due March 2nd plus interest according to Section 40-1-44						
Calculate Penalty (if applicable):						\$
Calculate Interest (if applicable):						\$
Issuance Fee:						\$ 12.00
Total Due:						\$

Make Check Payable To: Tax Trust Account
 Mail To: Avenu Business License Dept. PO Box 830900 Birmingham, Alabama 35283-0900

Sworn Statement: I hereby swear that the amount of capital invested or value of goods, stocks, furniture and fixtures or amount of sales or receipts as required for disclosure in order to obtain a business license has been examined by me and to the best of my knowledge is true, correct, and complete. I understand issuance of license does not permit business operation unless business is properly zoned, and/or in compliance with all applicable laws/rules.

Signature: [Signature] Date: 12-29-23 Telephone No.: 205-966-1398
 Print Name: David W Hill Title: Owner

Email: dmay27@aol.com

Returned Check Disclaimer: Effective July 1, 2010, each returned item received by Avenu due to insufficient funds will be electronically represented to the presenters' bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional bank fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at www.revds.com/revds-pay/return-check-disclaimer.

Business License Application



Online Filing is Available
Free-Fast-Secure-Step by Step
www.bizlicenseonline.com
All Fields Must Be Completed

Municipality Name: Select One
 Dates-Due: _____ Delinquent: _____
 Current Year (License Year): 2022
 Purchasing different license year, indicate year: _____
 Date Business Activity Initiated/Proposed: _____

Avenu Account No.: _____

NAICS: www.naics.com/search/

Instructions:

- All municipalities are required to obtain a copy of individual/entities board certifications/permits prior to issuance of a business license. For a list of certifications, please visit our website here.
- To determine license fee due see a full schedule listing at www.revds.com or email our Business License Department at bizlicensesupport@revds.com with any questions or call 800-556-7274. Fax documentation toll free to 844-528-6529.

Federal Employer Identification No. (FEIN): 11-3716825 Social Security No.: _____ Number of Employees: 1

Describe Business Conducted: Auto sales + repair

Legal Business Name: Capital auto & equipment sales

(If different from legal name) Trade Name / DBA: _____ Email: _____

Mailing Address: 2005 Matthews Ave City: hipscumb State: AL Zip: 35020

Physical Address: 1012 Wilkes rd City: Midfield State: AL Zip: 35028

(No PO Box Allowed) Telephone Numbers: Business: _____ Home: _____ Cell: 205-966-3305 Fax: _____

Contact Person Name: Pewright Gully Phone: 205-966-3305 Title: Owner

Business License Calculation Grid (online filing available at <https://rds.bizlicenseonline.com/>)

Police Jurisdiction Definition: The area outside of the incorporated municipality limits as defined by local ordinance. Businesses physically located in the police jurisdiction are subject to purchase a business license per the municipality's ordinance at one-half the normal rate, if applicable. Please check the box if you are in the police jurisdiction but not in the incorporated city limit.

Column A	Column B	Column C	Column D	Column E	Column F	Column G
Report all types of business conducted		Units Required if Fee is based upon a "number" of units ie. days, machines, etc.		Add Column E & F. Enter Total in Column G and then add down for Total Due.		
Schedule No. #/ Code	Type of License	Gross Receipts	Unit Amount	Flat/Base Fee	Additional Amount Due Based on Calculation	License Fee Due
						\$
						\$
						\$
Penalty Information:				Calculate Penalty (if applicable):		\$
				Calculate Interest (if applicable):		\$
				Issuance Fee:		\$
				Total Due:		\$

Make Check Payable To: Tax Trust Account

Mail To: Avenu Business License Dept. PO Box 830900 Birmingham, Alabama 35283-0900

Sworn Statement: I hereby swear that the amount of capital invested or value of goods, stocks, furniture and fixtures or amount of sales or receipts as required for disclosure in order to obtain a business license has been examined by me and to the best of my knowledge is true, correct, and complete. I understand issuance of license does not permit business operation unless business is properly zoned, and/or in compliance with all applicable laws/rules.

Signature: [Signature] Date: 12-20-23 Telephone No.: 205-966-3305

Print Name: Pewright Gully Title: Owner

Email: dewrightgully00@gmail.com

Returned Check Disclaimer: Effective July 1, 2010, each returned item received by Avenu due to insufficient funds will be electronically represented to the presenters' bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional bank fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at www.revds.com/taxpayer/return-check-disclaimer.

2 per 2 1/2 wheelers - per weeks used cars at the most not shots



COMMERCIAL LEASE AGREEMENT (Multiple – Tenant Facilities)

For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, David Hill & David Hill Distributing as tenant (hereinafter referred to as "Tenant"), and James Spriggs & Stacy Spriggs as landlord (hereinafter referred to as "Landlord"), do hereby enter into this Lease Agreement ("Lease" or "Agreement") on this 1st day of January, 2024 ("Binding Agreement Date"). Landlord leases to Tenant, and Tenant leases from Landlord, the Property described as follows:

Suites Suite 1 in the Building or Complex commonly known as Spriggs Commercial Building (hereinafter "Building" or "Complex"), located on all that tract of land known as: 1138 2nd Ave North Suite 1 (Address), Midfield, Alabama (City), Tennessee, 35228 (Zip), as recorded in _____ County Register Office, _____ deed book(s) _____ page(s), and/or _____ instrument no. and further described as:

_____ together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property" (or "Premises"), as more particularly described in Exhibit "A," or if no Exhibit "A" is attached as is recorded with the Register of Deeds Office of the county in which the Property is located and is made a part of this Lease by reference.

1. **Term.** The term of this lease shall begin either on the earlier of the completion of work described in any attached Work Letter or 01/01/2024 ("Commencement Date"). The initial term of this Lease shall be for 1 years, _____ months following the Commencement Date ("Expiration Date").
2. **Possession.** If Landlord is unable to deliver possession of the demised area on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within 1 days from the Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all payments and deposits to Tenant. The aforementioned remedies are the sole remedies recoverable from the Landlord for delays in delivery of possession to Tenant. Landlord shall have no liability for any delays in possession caused by strikes, acts of God or nature, or delays directly caused by Tenant's improvements. In the event of such delays, the date of Possession may be extended by the number of days resulting from such delays, not to exceed 5 calendar days; Landlord shall notify Tenant of any such delays. Inclement weather or other delays shall not extend the performance date unless they prevent the completion of work which would otherwise have been actually performed. Tenant acknowledges that Tenant has inspected the Premises and that it is fit for its stated use as described herein.
3. **Rent.** Tenant shall pay base rent ("Base Rent") to Landlord without demand, deduction or setoff in advance payable as follows:
\$2000.00 per month due on 1st of each month.

Rent shall be due, without notice or demand, on the first day of each month during the term of the Lease or any renewals or extensions thereof, at the address set forth in the Notice Section of this Lease (or at such other address as may be designated from time to time by Landlord in writing). If the Rent Commencement Date begins on the second (2nd) through the last day of any month, the initial Rent and the last month's Rent shall be prorated for that portion of those months. The initial month's Rent shall be paid at the time of leasing the Premises. Tenant shall also pay additional rent ("Additional Rent") as may be provided elsewhere in this Lease. Such Additional Rent shall be paid in the same manner as the Base Rent. Base Rent and any Additional Rent shall be collectively referred to as "Rent."

4. **Late Payment; Service Charge for Returned Checks.** Rent not paid in full by the fifth (5th) day of the month shall be late. Landlord shall have no obligation to accept any Rent not received by the fifth (5th) of the month. In the event a check is returned by the institution upon which it is drawn for any reason, Tenant shall pay a fee of \$ 50.00. If late payment



46 is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must
47 include a late charge of \$ 250.00 and, if applicable, a service charge for any returned check as stated above. Landlord
48 reserves the right to refuse to accept uncertified funds from Tenant after one or more of Tenant's payments have been
49 returned by the bank unpaid. Tenant waives notice and demand as to all payments of Rent due hereunder.

50 **5. Security Deposit.**
51 **A. Security Deposit to be Held by Landlord or Broker.** [Check one. The section not marked shall not be a part of
52 this Agreement.]

53 **Landlord Holding Security Deposit.**

54 (1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security
55 deposit of Two Thousand Dollars
56 (\$ 2,000.00) in cash, money order and/or check ("Security Deposit").

57 (2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest
58 if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the right to use
59 such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any
60 manner.

61 (3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant
62 acknowledges that Tenant has not relied upon the advice of any Broker in deciding to pay such Security
63 Deposit to Landlord. Landlord and Tenant acknowledge and agree that:

64 (a) Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord.

65 (b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited.

66 (c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein
67 provided; and

68 (d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees
69 against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit
70 by Landlord.

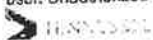
71 (4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord
72 hereunder, or any sum which Landlord may expend to repair arising out of or related to Tenant's occupancy
73 hereunder, abandonment of the Premises or default in this Lease (provided Landlord attempts to mitigate
74 such actual damages), including but not limited to any repair, replacement, cleaning or painting of the
75 Premises reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or Tenant's
76 employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security
77 Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the
78 retention of any portion of the Security Deposit, including the damages for which any portion of the Security
79 Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of
80 the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive
81 remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this
82 Lease. The Tenant may not apply the Security Deposit to any Rent payment.

83 **Broker Holding Security Deposit.**

84 (1) Tenant has paid to Broker _____ (acting
85 as "Broker/Holder") located at _____
86 (Address of Broker/Holder) as security for Tenant's fulfillment of the conditions of this Lease ("Security
87 Deposit") _____ Dollars
88 (\$ _____) in cash, money order and/or check.

89 (2) Broker/Holder shall deposit the Security Deposit in Broker's escrow/trustee account (with
90 _____ retaining the interest if the account is interest bearing) within five (5)
91 Banking Days from the Binding Agreement Date. In the event that Broker/Holder's escrow/trustee account
92 is interest bearing, interest on the Security Deposit shall be disbursed in the following manner:

93
94
95 (3) The Broker/Holder shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to
96 enter into a binding lease; (b) upon a subsequent written agreement signed by all parties having an interest in
97 the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Security
98 Deposit.



98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115

Deposit; (d) upon a reasonable interpretation of this Agreement by Broker/Holder; (e) as provided in the General Provisions section below of this Paragraph; or (f) upon the termination of the agency relationship between Landlord and Broker/Holder, in which event Broker/Holder shall only disburse the Security Deposit to another licensed Tennessee Real Estate Broker selected by Landlord unless otherwise agreed to in writing by Landlord and Tenant after notice to Broker/Holder and Tenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement, Broker/Holder shall give all parties seven (7) days notice stating to whom and in what amounts the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by the Broker/Holder prior to the end of the seven (7) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Broker/Holder shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker/Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker/Holder. No party shall seek damages from Broker/Holder (nor shall Broker/Holder be liable for the same) for any matter arising out of or related to the performance of Broker's/Holder's duties under this Security Deposit paragraph.

116
117
118
119
120
121
122
123
124
125
126
127
128

B. General Provisions Regarding Security Deposit.

- (1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder or Broker/Holder thereof shall promptly notify the other parties and Broker(s) to this Lease. Tenant shall have three (3) Business Days after notice to deliver good funds to the holder or Broker/Holder. In the event Tenant does not timely deliver good funds to holder or Broker/Holder, the Landlord shall have the right to terminate this Agreement upon written notice to the Tenant.
- (2) The entire Security Deposit, if held by Landlord, will be returned to Tenant within thirty (30) days after the Premises is vacated if:
 - (a) The term of the Lease has expired or the Lease has been terminated in writing by the mutual consent of both parties;
 - (b) All monies due under this Lease by Tenant have been paid;
 - (c) The Premises is not damaged and is left in its original condition, normal wear and tear excepted;
 - (d) All keys have been returned; and
 - (e) Tenant is not in default under any of the terms of this Lease.

129
130

6. Repairs and Maintenance. Tenant agrees that no representations regarding the Premises or the condition thereof and no promises to alter, decorate, improve, or repair have been made by Landlord, Broker, or their agents unless specified in this Lease.

131
132
133
134
135
136
137
138
139
140

A. Duties of Landlord. Landlord shall keep the Common Areas and all Major Systems serving the Premises and/or the Common Areas in good working order and repair, normal wear and tear excepted. Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in the Common Areas and those Major Systems that are the responsibility of Landlord to maintain in good working order and repair. Landlord may change the size, use, shape, or nature of the Common Areas, so long as such change does not materially deprive Tenant of the use of the Premises. Landlord shall not be liable to Tenant for any damage caused by any of the Major Systems referenced herein or by water coming through or around the roof or any door, flashing, skylight, vent, window, or the like in or about the Premises, except if such damage is due to the gross negligence or willful misconduct of Landlord. Major Systems include [Check all that apply. The sections not marked by Landlord shall not be part of this Agreement and shall be the responsibility of the Tenant to maintain]:

141
142

- HVAC/Mechanical Plumbing Electrical Sidewalls/Structure Roof
- Other _____

143
144
145
146
147

B. Duties of Tenant. Tenant agrees to maintain the Premises in good order and repair, normal wear and tear excepted. If Tenant does not promptly perform Tenant's maintenance and repair obligations as set forth herein, Landlord may make such repairs and/or replacements and Tenant shall promptly pay the costs of the same. Tenant shall additionally be responsible for the reasonable costs of repairs made necessary by the negligence or willful misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

148 7. **Services.** Landlord shall provide, at Landlord's expense, the following services [Check all that apply. The sections not
 149 marked shall not be part of this Agreement]:

- 150 General cleaning and janitorial service of the interior of the Premises _____ times a week.
- 151 Concierge service as follows: _____
- 152 Parking attendant as follows: _____
- 153 Property monitor as follows: _____
- 154 Trash collection service _____ times per week.
- 155 Soap, paper towels, and toilet tissue for restrooms _____ times per week.
- 156 Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of the
 157 Building/Complex _____
- 158 Other _____

159 Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant
 160 shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this
 161 Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep the Premises in good order,
 162 condition, and repair, normal wear and tear excepted. If Tenant does not provide such services, Landlord may then provide
 163 such services and supply Tenant with an invoice for said repairs and/or replacements. Tenant shall promptly pay Landlord
 164 the costs for such services within 30 days of receipt of invoice. Tenant waives any further notice of amount due for
 165 any repairs or replacements under this Lease.

166 8. **Utilities.** The services and/or utilities set forth below serving the Premises shall be paid by either the Landlord or Tenant
 167 as follows [Check all that apply. The sections not marked shall not be part of this Agreement]:

168	<u>UTILITY</u>	<u>TENANT</u>	<u>LANDLORD</u>	<u>UTILITY</u>	<u>TENANT</u>	<u>LANDLORD</u>
169	Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
170	Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Natural Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
171	Garbage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cable Television	<input checked="" type="checkbox"/>	<input type="checkbox"/>
172	Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Internet Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
173	Other _____	<input type="checkbox"/>	<input type="checkbox"/>			

174 Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Lease.
 175 Tenant must provide proof of payment of final bills for all utilities or services termination (cutoff) slips. Landlord may, at
 176 Landlord's option, pay utilities and be reimbursed by Tenant on the first of the following month. Landlord shall not be
 177 liable for any interruptions or delays in the provision of utility services unless such interruptions or delays shall be caused
 178 by Landlord's gross negligence or willful misconduct.

179 9. **Termination / Holding Over.** Either party may terminate this Lease at the end of the Term by giving the other party
 180 60 days written notice prior to the end of the Term. If neither party gives notice of termination, a Holding Over
 181 period shall result. Any Holding Over by Tenant of the Premises after the expiration of this Lease shall operate and be
 182 construed as a tenancy from month to month only with Base Rent in an amount equal to 100 % of the Base Rent payable
 183 in Paragraph 3 herein. All other terms of the Lease will remain in force, subject to the terms of this paragraph.

184 10. **Sublet and Assignment.** Tenant may not sublet the Premises in whole or in part or assign this Lease without the prior
 185 written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto;
 186 no estate shall pass out of Landlord and this Lease shall create a usufruct only. In the event Landlord shall assign this
 187 Lease, the assignee thereof shall be responsible to timely pay Brokers all commissions and other sums owed to them
 188 hereunder.

189 11. **Right of Access, Signage.** Landlord and Landlord's agents shall have the right to access the Premises for inspection,
 190 repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter the Premises at any time
 191 to protect life and prevent damage to the Premises without liability for such entry. During the last 3 months of the
 192 term, Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior and exterior of the
 193 Premises, Building, and/or Property and may show Premises to prospective tenants or purchasers during reasonable hours.

194 Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show the Premises to prospective
195 tenants and/or purchasers. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's agents and Brokers
196 harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay
197 Landlord the sum of \$ 200.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by
198 the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable
199 pre-estimate of Landlord's damages rather than a penalty.

200 Without Landlord's prior written permission, Tenant shall not place any sign, advertising matter, or any other things of
201 any kind on any part of the outside walls or roof of the Premises or on any part of the interior of the Premises that is visible
202 from the exterior of the Premises. Tenant shall maintain all such permitted signs, advertising matter, or any other thing of
203 any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or
204 any other things of any kind at the end of this Lease. Landlord shall have the right to remove prohibited signs, advertising
205 matter or any other things of any kind at the expense of the Tenant.

206 **12. Use.** The Premises shall only be used for the purposes set out as follows:
207 **David Hill Distributing**

208 The Premises shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any
209 applicable rules and regulations. Tenant shall not use or permit the Premises to be used for any disorderly or unlawful
210 purpose; nor shall Tenant engage in any activity on the Premises which would endanger the health and safety of other
211 tenants or which otherwise creates a nuisance.
212

213 **13. Property Loss.** Storage of personal property by Tenant shall be at Tenant's risk, and Landlord shall not be responsible
214 for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord
215 shall not be responsible for any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence
216 or willful misconduct.

217 **14. Default.**

218 **A. Failure to pay Rent or Failure to Reimburse Landlord for damages or costs.** If Tenant fails to pay Rent or fails
219 to reimburse Landlord for any damages, repairs or costs when due, Tenant shall be deemed to be in default and
220 Landlord shall have the right to terminate this Lease by giving written notice to Tenant and to accelerate all remaining
221 payments that Tenant is required to pay under this Lease. These payments shall be due and payable fifteen (15) days
222 after Tenant receives the aforementioned notice. Landlord and Tenant acknowledge that Landlord shall be damaged
223 by Tenant's default, that Landlord's actual damages are hard to estimate, and that the above amount represents a
224 reasonable pre-estimate of Landlord's damages rather than a penalty. If Landlord accelerates as provided in this
225 subparagraph, it shall seek another tenant for the Premises and credit any amounts received to the Tenant, less the
226 following:

- 227 (1) reimbursement for all expenses incurred as a result of Tenant's failure to perform its obligations under the Lease;
- 228 (2) the costs of securing another tenant, including, but not limited to, advertising and brokerage commissions; and
- 229 (3) the costs of altering, dividing, painting, repairing, and replacing the Premises to accommodate a new tenant.

230 Landlord's rights expressed herein are cumulative of any and all other rights expressed in this Lease. Tenant shall
231 remain liable for Rent from and after any action by Landlord under a proceeding against Tenant for Holding Over or
232 detainer warrant, whether or not Tenant retains the right to possession of the Premises.

233 **B. Cure Period.** If Tenant defaults under any term, rule, condition or provision of this Lease, excluding failure to pay
234 Rent or failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall provide Tenant with
235 written notice of the breach. Tenant shall have 15 Business Days ("Cure Period") within which Tenant may cure
236 said breach. In the event such default is curable within the cure period and Tenant has not cured the breach within the
237 Cure Period, Landlord may, at Landlord's option, terminate this Lease by delivering written notice thereof to Tenant
238 and pursue any remedies available herein or available to Landlord at law. If default is not curable within the cure
239 period, but Tenant is diligently pursuing the cure, Landlord may allow Tenant additional days through a separate
240 agreement to cure. In the event that Tenant cures the breach during the aforementioned Cure Period, a second
241 violation of this Agreement within 1 months shall be grounds for the Landlord to terminate this Lease by
242 providing written notice without an additional Cure Period.

243 **C.** All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

244 **D.** In the event that either Tenant or Landlord hereto shall file suit for breach or enforcement of this Agreement, the
245 prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees in
246 addition to any other remedies available herein or permitted by law.

This form is copyrighted and may only be used in real estate transactions in which Stacy Spriggs is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.

- 247 **15. Rules and Regulations.**
248
249 A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Premises without
250 prior written permission of Landlord. If all keys to the Premises are not returned when Tenant vacates the Premises,
251 Landlord may charge a re-key charge in the amount of \$ 300.00.
252 B. Non-operative vehicles are not permitted on the Premises. Any such non-operative vehicle may be removed by
253 Landlord at the expense of Tenant, for storage or for public or private sale, as permitted by applicable law, and Tenant
254 shall have no right or recourse against Landlord thereafter.
255 C. No goods or materials of any kind or description which are combustible or would increase fire risk shall be kept in or
256 placed on the Premises (except for goods and materials typically found in a general office use provided that the same
257 are limited in quantity to that normally found in such use).
258 D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be
259 placed in walls, woodwork or any part of the Premises.
260 E. Tenant shall not place any objects or personal property on the Property in a manner that is inconsistent with the load
261 limits of the Premises. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other
262 equipment in the Premises.
263 F. If Landlord provides electricity and/or natural gas hereunder, Landlord shall provide heating and air conditioning to
264 the Premises between _____ a.m. and _____ p.m., Monday to Friday (*excluding Holidays*); between _____
265 a.m. and _____ p.m., Saturday; and between _____ a.m. and _____ p.m. Sunday, as applicable. Tenant
266 shall notify Landlord by 4:00 p.m. of the preceding Business Day of any requests for overtime heating and air
267 conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating and air
268 conditioning.
269 G. Tenant shall not, without Landlord's prior consent, use any equipment which uses electric current in excess of 110
270 volts, which will increase the amount of electricity ordinarily furnished for use of the Premises as herein designated,
271 or which requires clean circuits or other distribution circuits.
272 H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation
273 of the Premises and Common Area. A copy of any current additional Rules and Regulations are attached in Exhibit
274 _____ and are a part of this Lease. Amendments and additions to the Rules and Regulations shall be effective upon
275 delivery of a copy thereof to Tenant and do not require Tenant's signature to be effective.
- 276 **16. Abandonment or Vacating the Premises.**
277
278 A. **Abandonment.** If Tenant removes or attempts to remove personal property from the Premises other than in the usual
279 course of continuing occupancy, without having first paid Landlord all monies due, the Premises may be considered
280 abandoned. In the event of abandonment, Landlord shall have the right to terminate the Lease.
281 B. **Vacating Premises.** If Tenant removes personal property from the Premises and/or ceases to do business at the
282 Premises before the termination of this Lease and any extensions thereof, Tenant shall be in default of this Lease.
283 Landlord shall then have the right to exercise any of Landlord's remedies as contained herein or as available at law.
- 284 **17. Estoppel Certificate.** Tenant shall, from time to time, upon Landlord's request execute, acknowledge, and deliver to
285 Landlord, within ten (10) days of such request, a certificate certifying: (a) that this Lease is unmodified and in full force
286 and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the
287 nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord (or if any such
288 defaults exist, a specific description thereof); (c) the date to which any Rents or other charges have been paid in advance;
289 and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or transferee of
290 Landlord's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to secure debt may rely
291 on such certificates.
- 292 **18. Alteration and Improvements.** Tenant shall not make or allow to be made any alterations, physical additions, or
293 improvements in or to the Premises without first obtaining Landlord's prior written consent. Landlord may grant or
294 withhold such consent within its reasonable discretion and may impose reasonable discretion upon its consent. All costs
295 of any such alteration, addition, or improvement shall be borne by Tenant, unless otherwise agreed in writing. The
296 provisions of the Work Letter, attached hereto as Exhibit _____ and a part of this Lease, shall govern any alterations or
297 improvements to be performed prior to the Commencement Date of this Lease. Upon the Expiration Date of this Lease
and any renewal terms or Hold Over periods, Tenant agrees to return the Premises, at Landlord's sole discretion, in its
original condition, normal wear and tear excepted.

298 **19. Destruction of Premises.**

299 A. If earthquake, fire, storm, flood or other casualty shall totally destroy (or so substantially damage as to be untenable)
300 the Premises, Rent shall abate from the date of such destruction. Landlord, at Landlord's sole discretion, shall have
301 the right to determine whether restoration of the Premises will be undertaken. Landlord shall have sixty (60) days
302 **OR** _____ days from date of destruction to provide notice to Tenant as to whether restoration shall be
303 undertaken.

304 If restoration shall not be undertaken, Landlord shall give Tenant thirty (30) days **OR** _____ days written
305 notice of Termination whereupon Rent and all other obligations herein shall be adjusted between the parties as of the
306 date of such destruction. If restoration shall be commenced, the restoration of the Premises to a tenantable condition
307 shall be completed within one hundred eighty (180) days from the date of destruction.

308 In the event the Landlord elects to complete such restoration, but fails to do so within one hundred eighty (180) days
309 following such destruction, this Lease shall be terminated unless otherwise agreed to by the parties in writing.

310 In the event that Landlord determines that restoration cannot be completed as above, Landlord may, at Landlord's sole
311 discretion, elect to relocate Tenant to comparable space belonging to Landlord at Landlord's expense. If Tenant objects
312 to such relocation, Tenant may terminate this Lease with written notice to Landlord within ten (10) days after receipt
313 of such notice from Landlord whereupon Rent and all other obligations hereunder shall be adjusted between the parties
314 as of the date of such destruction. If such notice is not given, then this Lease shall remain in force.

315 B. If the Premises is damaged but not rendered wholly untenable and/or unusable for its intended purpose by
316 earthquake, fire, flood, storm, or other casualty, Rent shall abate in such proportion as the Premises has been damaged
317 as determined by casualty insurance carrier (or in the absence of casualty insurance carrier, by Landlord) and Landlord
318 shall restore the Premises as reasonably quickly as practicable whereupon all Rent shall commence.

319 C. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of the Premises
320 whether total or partial, is the result of the negligence or intentional acts of Tenant, its contractors, employees, agents,
321 invitees, guests, or licensees.

322 **20. Insurance.** Tenant agrees that during the Term of the Lease and any extensions or Hold Overs thereof, Tenant will carry
323 and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter
324 provided. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name
325 Landlord, Landlord's property manager(s), Landlord's Broker(s) and Landlord's lender as additional insured, shall be
326 carried with insurance companies licensed to do business in the State of Tennessee and having a current financial strength
327 rating in Best's Rating of not less than B+. Such insurance policies or, at Landlord's election, duly executed certificates of
328 such policies, accompanied by proof of the payment of the premium for such insurance, shall be delivered to Landlord
329 before the earlier of (a) the initial entry by contractor/subcontractor upon the Premises for the installation of its equipment
330 or improvements, or (b) the Commencement Date of the Lease. Certificates of renewal of such insurance or copies of any
331 replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered
332 to Landlord at least ten (10) days before the expiration of each respective policy term. Tenant shall include a provision in
333 any and all insurance policies wherein the insurance provider agrees to provide notice to all entities designated as additional
334 insureds in the event of nonpayment of premiums or cancellation of policy.

335 Tenant shall comply with all rules and regulations applicable to the Premises issued by the Tennessee Division of Fire
336 Prevention or by any body hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything,
337 or permit anything to be done, on or about the Premises that might adversely affect, contravene, or impair any policies of
338 insurance that are in force for the Premises or any part thereof. Tenant shall pay all costs, damages, expenses, claims,
339 fines, or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph. Tenant
340 indemnifies Landlord from all liability with reference thereto. *[Check all that apply. The sections not marked shall not*
341 *be part of this Agreement]:*

342 **A. General Commercial Liability Insurance (or reasonable equivalent thereto).** Such insurance shall cover
343 Premises and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products
344 liability occurring upon, in, or about the Premises. The limits of such policy shall be in such amounts as Landlord may
345 from time to time reasonably require, but in any event not less than _____ Dollars (\$ _____) for each
346 occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance
347 shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.
348

- 349 B. **Fire and Extended Coverage Insurance (or reasonable equivalent thereto).** Such insurance shall cover
 350 Tenant's interest in its improvements to the Premises, and all furniture, equipment, supplies, inventory, and other
 351 property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an
 352 amount equal to not less than _____ percent (____%) of full replacement cost as
 353 updated from time to time during the Term of the Lease or any extensions thereof or Hold Over periods. Tenant
 354 shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on
 355 the Premises from fire, accident, or any other casualty.
- 356 C. **Worker's Compensation Insurance (or reasonable equivalent thereto).** Such insurance shall include
 357 coverage as required by applicable law.
- 358 D. **Contractors Insurance (or reasonable equivalent thereto).** If Tenant engages any contractor or subcontractor
 359 to construct improvements or perform any other work on the Premises, Tenant shall require that such contractor
 360 or subcontractor have in force commercial general liability insurance, including personal injury coverage,
 361 contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work
 362 which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury
 363 to or death of a person or persons and for damage to property occasioned by or arising out of such work. The
 364 limits of such policy for both damage to property and bodily injury to be in such amounts as Landlord may from
 365 time to time reasonably require, but in any event not less than
 366 _____ Dollars (\$ _____) for each
 367 occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation
 368 insurance as required by applicable law.
- 369 E. **Plate Glass Insurance (or reasonable equivalent thereto).** Such insurance shall cover all plate glass and any
 370 glass signage located on the Premises.

371 **21. Taxes.** Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's
 372 fixtures, furniture, appliances, and personal property located in the Premises. *[Check all that apply. The sections not*
 373 *marked shall not be part of this Agreement.]*

- 374 A. **Landlord Pays All Property Taxes.** Landlord shall pay all Property Taxes levied against the Premises. Tenant
 375 shall not pay any Property Taxes levied against the Premises.
- 376 B. **Tenant Shall Pay Percentage Share of Property Taxes.**
- 377 C. **Tenant Pays Increases in Property Taxes.** In addition to other rent payments specified in this Lease, Tenant
 378 shall pay as Additional Rent Tenant's Percentage Share of the amount by which all Property Taxes on the Premises
 379 for each tax year exceeds taxes on the Premises for the tax year _____. On or before the first (1st) day of the
 380 Term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the Additional Rent
 381 payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord
 382 will give Tenant written notice of its estimate of payments to be made for the ensuing calendar year. On the first
 383 (1st) day of each month during the Term of the Lease, Tenant will pay one-twelfth (1/12) of the estimated amount
 384 in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on
 385 the basis of the prior year's estimate until the month after the notice given. Within ninety (90) days after the close
 386 of each calendar year or as soon as practicable thereafter, Landlord will deliver to Tenant (1) a statement of
 387 Property Taxes for the calendar year certified by certified public accountants designated by Landlord and (2) a
 388 statement of the payments made or to be made for the calendar year that has been prepared on the basis of the
 389 certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated
 390 payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the
 391 overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant
 392 owes an amount that is more than the estimated payments for such calendar year previously made by Tenant,
 393 Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease
 394 commences on a day other than the first (1st) day of the calendar year or ends on a day other than the last day of
 395 a calendar year, the amounts payable under this subparagraph shall be prorated.

396 **22. Common Area Costs.** *[Check one. The sections not marked shall not be a part of this Agreement.]*

- 397 A. **Landlord Pays All Costs.** Landlord shall pay all costs for the maintenance, repair, and operation of the Common
 398 Areas. Tenant shall be responsible for any costs caused by the intentional acts, negligence, carelessness, accident,
 399 or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees.

- 400 **B. Tenant Pays Fiat Fee.** In addition to other rent payments specified in this Lease, Tenant shall pay as Additional
 401 Rent _____ Dollars (\$ _____) for Common
 402 Area maintenance, operation, and repair costs in the manner provided in the Rent Paragraph above.
- 403 **C. Tenant Pays Adjustable Percentage Share.** In addition to other rent payments specified in this Lease, Tenant
 404 shall pay as Additional Rent Tenant's Percentage Share of the cost of maintenance, operation and repair of the
 405 Common Areas for each calendar year of this Lease. On or before the first (1st) day of the term of this Lease,
 406 Landlord will provide Tenant written notice of Landlord's estimate of the Additional Rent payable under this
 407 subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant
 408 written notice of its estimate of the payments to be made for the ensuing calendar year. On the first (1st) day of
 409 each month during the Term of the Lease, Tenant will pay one-twelfth (1/12th) of the estimated amount in the
 410 manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the
 411 basis of the prior year's estimate until the month after the notice is given. Within ninety (90) days after the close
 412 of each calendar year or as soon as practicable thereafter, Landlord shall deliver to Tenant: (1) a statement of the
 413 cost of maintenance, operation, and repair of the Common Areas for the calendar year certified by public
 414 accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar

415 year that has been prepared on the basis of the certified statement. If on the basis of those statements Tenant owes
 416 an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord
 417 will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on
 418 the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar
 419 year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery
 420 of those statements. If the Lease commences on a day other than the first (1st) day of the calendar year or ends
 421 on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.

422 **23. Condemnation.** If all or any part of the Premises is taken or appropriated by any public or quasi-public authority under
 423 the power of eminent domain, and if the remaining portion of the Premises is thereby rendered untenantable or unusable
 424 for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any Rent
 425 paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the
 426 entire condemnation award without deduction therefrom for any interest of Tenant in the Premises, but Tenant shall have
 427 the right to make a separate claim with the condemning authority for, and to receive therefrom, (a) any moving expenses
 428 incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any
 429 alteration or improvement made by Tenant to the Premises; (c) the value of Tenant's personal property taken; (d) Tenant's
 430 loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law,
 431 provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's award.

432 **24. Disclaimer.** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements
 433 of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers
 434 (including their firms and affiliated licensees) involving same. It is understood and agreed that the real estate firms and
 435 real estate licensee(s) representing or assisting Landlord and/or Tenant and their brokers (collectively referred to as
 436 "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance
 437 of Landlord or Tenant. Tenant and Landlord agree that Brokers, their firms and affiliated licensees shall not be responsible
 438 for any of the following, including but not limited to, matters which could have been revealed through a survey, title search
 439 or inspection of the Property; for any geological issues present on the Property; for any issues arising out of the failure to
 440 physically inspect Property prior to entering into this Agreement or date of possession; for the condition of the Property,
 441 any portion thereof, or any item therein; for building products and construction techniques; for the necessity or cost of any
 442 repairs to the Property; for hazardous or toxic materials; for termites and other wood destroying organisms; for square
 443 footage; for acreage; for the availability and cost of utilities, septic or community amenities; for applicable boundaries of
 444 school districts or other school information; for any proposed or pending condemnation actions involving Property; for the
 445 tax or legal consequences of this transaction; for the appraised or future value of the Property; and any condition(s) existing
 446 off the Property which may affect the Property; for the terms, conditions and availability of financing; and for the uses and
 447 zoning of the Property whether permitted or proposed. Tenant and Landlord acknowledge that Brokers, their firms, and
 448 affiliated licensees are not experts with respect to the above matters and that, if any of these matters or any other matters
 449 are of concern to them, they shall seek independent expert advice relative thereto. Tenant further acknowledges that in
 450 every neighborhood there are conditions which different tenants may find objectionable. Tenant shall therefore be
 451 responsible to become fully acquainted with neighborhood and other off-site conditions which could affect the Property.

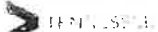
452 **25. Agency and Brokerage.**

453 **A. Agency.**

- 454 (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and,
- 455 where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any
- 456 duty to Tenant or Landlord greater than what is set forth in their broker engagements, the Tennessee Real Estate
- 457 Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission Rules, as amended.
- 458 (2) A Designated Agent is one who has been assigned by the Managing Broker and is working as an agent for the
- 459 Landlord or Tenant in a prospective transaction, to the exclusion of all other licensees in the company.
- 460 (3) An Agent for the Landlord or Tenant is a type of agency in which the licensee's company is working as an agent
- 461 for the Landlord or Tenant and owes primary loyalty to that Landlord or Tenant.
- 462 (4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's
- 463 prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be
- 464 considered a representative or advocate for either party. "Transaction Broker" may be used synonymously with,
- 465 or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who
- 466 has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or
- 467 Transaction Broker until such time as an agency agreement is established.]
- 468 (5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the
- 469 entire real estate firm represents the client) represents both the Landlord and the Tenant.
- 470 (6) Landlord and Tenant acknowledge that if they are not represented by a Broker they are each solely responsible
- 471 for their own interests and that Broker's role is limited to performing ministerial acts for that unrepresented party;

472 **B. Agency Disclosure.**

- 473 (1) The Broker, if any, working with the Landlord is identified on the signature page as the "Listing Broker", and
- 474 said Broker is (Select One. The items not selected are not part of this Agreement):
- 475 the Designated Agent for the Landlord,
- 476 the agent for the Landlord,
- 477 a Facilitator for the Landlord, OR
- 478 a dual agent.
- 479 (2) The Broker, if any, working with the Tenant is identified on the signature page as the "Leasing Broker", and said
- 480 Broker is (Select One. The items not selected are not part of this Agreement):
- 481 the Designated Agent for the Tenant,
- 482 the agent for the Tenant,
- 483 a Facilitator for the Tenant, OR
- 484 a dual agent.
- 485 (3) **Dual Agency Disclosure.** [Applicable only if dual agency has been selected above.] Landlord and Tenant are
- 486 aware that Broker is acting as a dual agent in this transaction and consent to the same. Landlord and Tenant have
- 487 been advised that:
- 488 1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could
- 489 be, different or even adverse;
- 490 2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to
- 491 the dual agent, to all parties in the transaction except for information made confidential by request or
- 492 instructions from another client which is not otherwise required to be disclosed by law;
- 493 3. The Landlord and Tenant do not have to consent to dual agency; and
- 494 4. The consent of the Landlord and Tenant to dual agency has been given voluntarily and the parties have
- 495 read and understand their brokerage engagement agreements.
- 496 5. Notwithstanding any provision to the contrary contained herein, Landlord and Tenant each hereby direct
- 497 Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information
- 498 which could materially and adversely affect their negotiating position, unless required to disclose
- 499 by law.



500 (4) **Material Relationship Disclosure.** [Required with dual Agency.] The Broker and/or affiliated licensees have
501 no material relationship with either client except as follows: wife. A material
502 relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a
503 client which would impair their ability to exercise fair judgment relative to another client.

504 Landlord's Initials SS JH Tenant's Initials DH

505 C. **Brokerage.** Brokers listed below have performed a valuable service in this transaction and are made third party
506 beneficiaries hereunder only for the purposes of enforcing their commission rights. Payment of commission to a
507 Broker shall not create an agency relationship between Leasing Broker and either Landlord or Landlord's Broker.
508 Landlord agrees to pay the Broker listed below and representing Landlord to lease the Property ("Listing Broker") a
509 commission of: [Check all that apply. The sections not marked shall not be part of this Agreement]

- 510 Negotiated by separate written agreement.
- 511 \$ _____ or _____ % of the total Base Rent to be paid under the Lease, which shall be due and
512 payable upon occupancy.
- 513 \$ _____ or _____ % of Base Rent, which shall be due and payable upon a Tenant's monthly
514 payment of Rent in the manner provided in the Rent Paragraph above. Said Commission shall be paid for the
515 entire Term of the Lease or any extensions thereof or any Hold Over Period, regardless of any breach of this
516 Lease by any party.
- 517 \$ _____ OR _____ % of Base Rent Payable as follows:
518 _____ % of Commission upon lease execution.
519 _____ % upon rent commencement or _____ % upon occupancy.
- 520 plus _____ % of Base Rent on any renewals and/or extensions thereof payable on the 1st day of renewal or
521 extension period.
- 522 Other

522 In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing
523 Broker shall receive _____ % of the total real estate commission paid hereunder and the Leasing Broker shall receive
524 _____ % of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to
525 perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the
526 Leasing Broker their full commissions. The Listing real estate firm and Leasing real estate firm may jointly or
527 independently pursue the non-performing party for that portion of the commission which they would have otherwise
528 received under the Lease.

529 **26. Other Provisions.**

530 A. **Time of Essence.** Time is of the essence in this Lease.
531 B. **No Waiver.** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions
532 of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or
533 of Landlord's right to insist on a prompt compliance in the future of such covenant or condition, and shall not prevent
534 a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be
535 waived by Landlord unless such waiver is in writing and signed by Landlord.

536 C. **Definitions.**

- 537 1. Landlord as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to
538 Premises.
- 539 2. Broker shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would
540 indicate, the Broker's affiliated licensees.
- 541 3. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies
542 or individuals, as may fit the particular circumstances.
- 543 4. Common Area shall mean all areas and facilities located in the Building or Complex upon which the Premises is
544 located that are provided and designated by Landlord for the general, nonexclusive use of Tenant and its
545 employees, agents, invitees, guests, or licensees, and includes [Check all that apply. The sections not marked
546 shall not be a part of this Agreement]:

This form is copyrighted and may only be used in real estate transactions in which Stacy Spriggs is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.

- 551 Exterior hallways Lobby Elevator Driveway Parking Area
- 552 Terrace Loading Area Restrooms Trash Facilities Stairs
- 553 Landscaped Areas Sidewalks Exterior Walls Exterior windows
- 554 Other _____

- 555 5. Property Taxes shall mean any form of real or personal property taxes, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments, and charges for transit, housing
- 556 or any other purposes, impositions or taxes of every kind and nature whatsoever, assessed or levied by any
- 557 authority having the power to tax against the Premises and/or Common Areas or any legal or equitable interest of
- 558 Landlord in the Premises and/or Common Areas, whether imposed now or in the future, excepting only taxes
- 559 measured by the net income of Landlord from all sources.
- 560
- 561 6. Tenant's Percentage Share shall mean the proportion that the floor area of the Premises bears to the floor area of
- 562 the tenantable space in the Building or Complex. The floor area shall be measured on the basis of exterior
- 563 dimensions except walls of the Premises which are common walls separating the Premises from premises
- 564 occupied by other tenants. In such floor area shall be measured from the center line of the common wall. Tenant's
- 565 Percentage Share in the Building or Complex is _____ percent
- 566 (_____%).
- 567 7. Business Days shall mean Monday through Friday, excluding Holidays.
- 568 8. Bank Days shall mean Monday through Saturday at noon, excluding Holidays.

569 **D. Entire Agreement.** This Lease and any attached addenda constitute the entire agreement between the parties and

570 no oral statement or amendment not reduced to writing and signed by both parties shall be binding. Notwithstanding

571 the above, the Landlord may provide amendments and/or additions to the Rules and Regulations which shall be

572 effective upon delivery of a copy thereof to Tenant and do not require the signature of the Tenant. It is hereby agreed

573 by both Landlord and Tenant that any real estate agent working with or representing either party shall not have the

574 authority to bind the Landlord, Tenant or any assignee to any contractual agreement unless specifically authorized in

575 writing within this Agreement.

576 **E. Attorney's Fees and Costs of Collection.** Whenever any sums due hereunder are collected by law, or by attorney at

577 law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's

578 fees, plus all costs of collection.

579 **F. Indemnification.** Tenant releases Landlord, Broker, Broker's firm and Broker's affiliated licensees from liability for

580 and agrees to indemnify Landlord, Broker, Broker's firm and Broker's affiliated licensees against all losses incurred

581 by Landlord, Broker, Broker's firm, and/or Broker's licensees as a result of: (a) Tenant's failure to fulfill any condition

582 of this Lease; (b) any damage or injury happening in or about the Premises due to Tenant or Tenant's invitees, licensees

583 or employees or such persons' property, except where such damage or injury is due to gross negligence or willful

584 misconduct of Landlord, Broker, Broker's Firm or Broker's affiliated licensees; (c) Tenant's failure to comply with

585 any requirements imposed by any governmental authority; and (d) any judgment lien or other encumbrance filed

586 against the Premises as a result of Tenant's actions.

587 **G. No Partnership.** Tenant by execution of this Lease is not a partner of Landlord in the conduct of its business or

588 otherwise, or joint venturer, or a member of any joint enterprise with Landlord.

589 **H. No Recordation.** Tenant shall not record this Lease or any short form memorandum thereof without Landlord's prior

590 written consent.

591 **I. Right to Relocate.** Landlord has the right to relocate Tenant, at Landlord's expense, during the term of the Lease or

592 any renewal thereof, within the Building or Complex. Landlord shall provide Tenant with written notice thereof.

593 Thereafter Tenant shall have 30 days from receipt of written notice to elect to relocate or terminate the Lease, except

594 as otherwise provided herein.

595 **J. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in

596 writing and delivered (1) in person, (2) by prepaid overnight delivery service, (3) by facsimile transmission (FAX),

597 (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email.

598 Notice shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the

599 Broker representing a party as a client or a customer shall be deemed to be notice to that party for all purposes herein.

600 Landlord's address:
601 1036 Crabtree Rd
602 _____
603 Crossville Tn 38555
604 Email stacyspriggsproperty@gmail.com

Tenant's address:

Email dmay27@hotmail.com

605 **K. Governing Law and Venue.** This Agreement may be signed in multiple counterparts and shall be governed by and
606 interpreted pursuant to the laws and in the courts of the state of Tennessee.

607 **L. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
608 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
609 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

610 **M. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
611 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
612 shall mean the feminine and vice versa, and (4) the term day(s) used throughout this Agreement shall be deemed to
613 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
614 determined by the location of Property. In the event a performance deadline occurs on a Saturday, Sunday or legal
615 holiday, the performance deadline shall extend to the next following Business Day. Holidays as used herein are those
616 days deemed federal holidays pursuant to 5 U.S.C. § 6103.

617 **N. Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but
618 shall be construed as if all parties to this Agreement jointly prepared this Agreement.

619 **O. Equal Opportunity.** This Property is being leased without regard to race, color, sex, religion, handicap, familial
620 status, or national origin.

621 **27. Sale of the Premises to Tenant.** Landlord shall pay Leasing Broker a commission in the amount of
622 _____ percent (____%) and Listing Broker a commission in the amount of
623 _____ percent (____%) of the gross sales price at closing or as determined in the Special
624 Stipulations paragraph of this Agreement if Tenant acquires from Landlord title to Premises or any part thereof of any
625 property as an addition, expansion, or substitution for the Premises during the Term of this Lease, any renewals thereof,
626 or within one (1) year after the expiration of this Lease. Such commission shall be payable in lieu of any further
627 commission which otherwise Broker would have been due under this Lease.

628 **28. Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit
629 conflicts with any preceding paragraph, said exhibit shall control.
630
631
632
633
634
635
636
637
638
639

640 **29. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:
641
642
643
644
645
646
647
648
649
650

651 (Mark box if additional pages are attached.)

652 **LEGAL DOCUMENTS:** This is an important legal document creating valuable rights and obligations. If you have
653 questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is
654 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

655 **NOTE:** Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this
656 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have
657 received a copy of this Agreement.

658 **IN WITNESS WHEREOF,** the parties hereto have set their hand and seal.

659 The party(ies) below have signed and acknowledge receipt of a copy.

660 David Hill 12/19/23
661 **TENANT David Hill**
662 By: _____
663 Title: Owner/Operator
664 Entity: David Hill Distributing
665 _____ at _____ o'clock am/ pm
666 **Date**

_____ **TENANT**
By: _____
Title: _____
Entity: _____
_____ at _____ o'clock am/ pm
Date

667 James Spriggs 12/19/23
668 **LANDLORD James Spriggs**
669 By: _____
671 Title: Owner
672 Entity: _____
673 _____ at _____ o'clock am/ pm
674 **Date**

667 Stacy Spriggs 12/20/23
668 **LANDLORD Stacy Spriggs**
669 By: _____
671 Title: Owner
672 Entity: _____
673 _____ at _____ o'clock am/ pm
674 **Date**

676 **Emergency # for repairs** _____ **Emergency # for repairs** _____

677 The party(ies) below have signed and acknowledge receipt of a copy.

678 _____
679 **BY: Broker or Licensee Authorized by Broker**
680 _____ at _____ o'clock am/ pm
681 **Date**

_____ **Leasing Broker/Firm**
_____ at _____ o'clock am/ pm
Date

682 _____
683 **PRINT/TYPE NAME** _____ **PRINT/TYPE NAME** _____

684 The party(ies) below have signed and acknowledge receipt of a copy.

685 _____
686 **BY: Broker or Licensee Authorized by Broker**
687 _____ at _____ o'clock am/ pm
688 **Date**

_____ **Listing Broker/Firm**
_____ at _____ o'clock am/ pm
Date

689 _____
690 **PRINT/TYPE NAME** _____ **PRINT/TYPE NAME** _____

691
692
693
694
695
696
697
698
699

Exhibit A – Legal Description of Premises

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

