

STATE OF ALABAMA )

MONTGOMERY COUNTY )

**LEASE**

This Lease is hereby made and entered into this 1<sup>st</sup> day of October, 2025, by and between the ALABAMA DEPARTMENT OF AGRICULTURE AND INDUSTRIES through its COMMISSIONER OF AGRICULTURE AND INDUSTRIES, hereinafter called LESSOR and XX, hereinafter called LESSEE. The purpose of this Lease is for the LESSEE to rent from LESSOR certain real property as described herein for the sale and storage of agricultural and food products.

1. The real property to be leased is described as follows: A tract of land located at 1667 Federal Drive, Montgomery County, Alabama, commonly known as THE STATE FARMERS MARKET WHOLESALE BUILDING RENTAL SPACE #2. Specifically, Bays 10, 11, and 12 of this building consisting of 9,000 square feet, more or less.
2. The term of the Lease shall be for a period of five (5) years, beginning on October 1, 2025, and ending on September 30, 2030, with an option to renew for an additional five (5) year term pending written approval from LESSOR in its sole discretion.
3. The rent to be paid by LESSEE shall be XX AND XX/100 DOLLARS (\$XX) per Lease year, payable in equal monthly installments of \$XX beginning October 1, 2025; provided, however, that the annual rent for any subsequent lease years (including any renewal term lease years) shall increase by three (3) percent over the previous lease year. All rents are due and payable in advance without the requirement of notice being given.

4. Payment of rent shall be on the first day of each month. It is due in advance and LESSEE being in arrears for such rent for over thirty (30) days shall be grounds for termination of this Lease and LESSEE shall immediately vacate said premises.
5. The herein leased property is leased to LESSEE subject to a reservation by LESSOR of all oil, gas and mineral rights; and all other reservations and restrictions of record.
6. The LESSEE has the responsibility to maintain the premises in a clean, neat and sanitary condition, and LESSOR shall have the final say as to whether the premises meet said conditions. LESSEE shall at all times keep all areas inside and in front and rear of the premises free and clear of all obstructions and litter. LESSEE shall not use nor shall LESSEE allow its employees to use the public parking area on the market grounds for the parking or storage of vehicles owned or used by them. LESSEE shall remove and keep removed all incapacitated vehicles placed by it upon the leased premises or upon market property. At no time shall the LESSEE allow any vehicle, machinery, or otherwise, to block the ingress or egress of any other person or customer or anyone else through the common streets and thoroughfares of the market.
7. The obligation to obtain all required permits and approvals from Federal, State, and local governmental agencies shall at all times rest with LESSEE. In addition, LESSEE agrees at all times to maintain compliance with requirements of such permits and approvals and to maintain compliance with all Federal, State, and local laws.
8. The LESSOR may enter the leased premises at any reasonable hours for the purpose of inspection, or to alter, repair, add to or exhibit said premises to prospective tenants.
9. The LESSEE shall pay for pesticide services, all electricity, fuel, water, and other utility services used by the LESSEE.

10. The violation by LESSEE of any terms of this Lease, with the exception of non-payment of rent as provided in Paragraph No. 4 above, or the violation by LESSEE of any law, rule or regulation adopted by the LESSOR in conjunction with the leased premises, shall cause this Lease to be terminated and LESSEE shall immediately vacate; the LESSOR shall have the right to remove all property of the LESSEE from the leased premises without being subject to any civil liability as a result of its action of removal of LESSEE'S property.
11. In the event the premises are damaged by fire or other casualty so that its use by the LESSEE is impossible or impractical, then this Lease terminates. Upon being repaired by the LESSOR and offered to be leased, the leased premises shall be subject to leasing in accordance with applicable law. The LESSOR is under no obligation to repair said premises if damaged by fire or other casualty.
12. LESSEE, at its own expense, shall maintain the leased premises in good repair. In the event that the leased premises should become in need of repairs required to be made by the LESSEE, LESSOR shall give immediate notice thereof to LESSEE. The expense of any repairs made by LESSOR, which are the result of any negligent or willful acts of the LESSEE, shall be borne by the LESSEE. LESSEE shall make no repair or renovation to the premises without first obtaining express written permission from the LESSOR.
13. The LESSEE shall have the right to furnish and equip the inside of the leased premises as is reasonably necessary in order to conduct its business and said furnishings and equipment shall at all times remain the property of the LESSEE. Upon termination of this Lease, LESSEE shall be given reasonable time to remove its furnishings and equipment. Any furnishings and equipment supplied by the LESSEE that require being fastened to the walls, floors or roof of the leased premises, to include interior walls, before installation, must first be authorized by the LESSOR. Upon termination of this Lease, or any renewal thereof, if any damage is sustained to the premises by

LESSEE in the removal of its furnishings and equipment, to include interior walls, then the expense of the repair to the premises shall be borne by the LESSEE.

14. If at any time LESSOR in its discretion, closes or discontinues the use of the leased premises as a farmers' market, then this Lease shall terminate and neither the LESSOR, or any of its agents will be held civilly liable by the LESSEE or any of its agents, or customers due to said closing or discontinuance of the farmer's market. Furthermore, LESSOR may terminate this Lease for convenience at any time by providing forty-five (45) days written notice to LESSEE.
15. In the event LESSEE ceases to occupy the premises for the purposes of this Lease prior to the expiration of the Lease or any renewal thereof, LESSOR shall have the right to terminate the Lease and take possession of the premises.
16. This Lease is made upon the express condition that the LESSOR, and any and all of their agents, officers and employees, shall be free from all liability and claims from damages and suits for or by reason of any injury or injuries to any person or persons, or property damage of any kind whatsoever, whether the person or property is that of the LESSEE, its agents or employees, or third persons, which occur as a result of any cause or causes whatsoever while upon the leased premises or any part thereof during the term of this Lease or occasioned by any occupancy or use of the leased premises or any activity carried on by the LESSEE in connection therewith. The LESSEE hereby covenants and agrees to indemnify and save harmless the LESSOR from all damages, liabilities, charges, and expenses, including reasonable attorney's fees and costs on account of or by reason of any such injuries, liabilities, claims, suits, losses or damages however occurring on the leased premises. This Paragraph shall survive the expiration or termination of this Lease.
17. The failure of the LESSOR to insist upon strict performance of any covenants or conditions of this Lease or to exercise any options herein conferred in any one or more

instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options but the same shall be and remain in full force and effect.

18. It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of the State of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision or amendment of this Lease shall contravene any statute or Constitutional provision or amendment, either now or in effect or which may, during the course of this Lease, be enacted, then that conflicting provision in the Lease shall be deemed null and void.
19. By entering into this Lease, LESSEE is not an agent of the state, its officers, employees, agents or assigns. Nothing in this Lease creates an agency relationship between the Parties.
20. LESSEE understands and agrees that neither its agents or employees will be entitled to any benefits of the Alabama State Merit System by virtue of this Lease.
21. By signing this Lease, LESSEE affirms, for the duration of the Lease, that it will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, LESSEE shall be deemed in breach of the Lease and shall be responsible for all damages resulting therefrom.
22. The Parties to this Lease agree to comply with all State and Federal Laws which prohibit discrimination on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

23. LESSEE shall not assign or otherwise transfer any interest in this Lease, without the express prior written consent of LESSOR.

24. In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Coalition for Dispute Resolution of the Alabama State Bar.

25. In compliance with Act 2016-312, LESSEE hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this Lease, LESSEE provides written verification that LESSEE, without violating controlling law or regulation, does not and will not, during the term of the Lease engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

26. In the case of a Force Majeure Event as defined herein, LESSOR reserves the right to immediately terminate the Lease without prior notice to LESSEE. Should this occur, neither Party shall be liable for or be considered in breach of this Lease due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines or blockades in effect on or after the date of this Agreement; (iv) national, state or regional emergency, whether ongoing or occurring on or after the date of this

Agreement; (v) public health emergencies, outbreak, epidemic or pandemic, whether ongoing or occurring on or after the date of this Lease, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a “Force Majeure Event”).

This Lease is hereby executed by both parties on this the \_\_\_\_\_ day of September, 2025.

ATTEST:

LESSEE:

By: \_\_\_\_\_

XX

By: \_\_\_\_\_

Its: \_\_\_\_\_

LESSOR:

STATE DEPARTMENT OF  
AGRICULTURE AND  
INDUSTRIES

By: \_\_\_\_\_

\_\_\_\_\_  
Witnessed by Counsel

Rick Pate, Commissioner

APPROVED:

\_\_\_\_\_  
Kay Ivey  
Governor of Alabama