

REAL PROPERTY LEASE

THIS LEASE, made and entered into on this the _____ day of _____, 2018, is by between the Alabama Department of Corrections (hereinafter referred to as "Lessor") and _____ (hereinafter referred to as "Lessee"), collectively referred to herein as the "Parties".

Upon mutual satisfaction of the Parties, this Lease is made on the following terms, conditions, and covenants:

WHEREAS, the Lessor owns certain property (hereinafter referred to as the "Premises") situated at 1890 Congressman William L. Dickinson Boulevard, Montgomery, Alabama and overlying two parcels of State property identified in the Montgomery County Revenue Office tax records as Parcel ID: 0408343000001000 and 0408342000003000, to-wit:

Commencing at an iron post located nine feet (9') South and five feet (5') West of the northwestern corner of a brick pillar located at the NW corner of the Maxwell Air Force Base Gunter Annex property, and the POINT OF BEGINNING; thence proceed Westerly following a chain link fence 244 feet more or less to an iron post; thence proceed South a distance of 90 feet more or less to an iron post; thence proceed West a distance of 119 feet more or less to an iron post; then proceed South-Southwesterly following the contour of an existing barbed wire fence a distance of 354 feet more or less to an iron post; thence proceed East for a distance of 284' more or less to an iron post; thence proceed South for a distance of 204 feet more or less to an iron post; thence proceed East for a distance of 171 feet more or less to an iron post; then proceed North for a distance of 662 feet more or less and running adjacent to the chain link fence on the western border of aforementioned Gunter Annex property to the Point of Beginning.

Said tract being located in Section 34, Township 17N Range 18 East, Montgomery County, Alabama and consisting of 4.6 acres more or less.

WHEREAS, the Lessor received an appraisal on the Premises and issued a request for competitive bid for lease of the Premises in accordance with the Alabama State Land Sales and Leasing Act.

WHEREAS, Lessee submitted the highest qualified bid for the lease of the Premises.

NOW, THEREFORE, THIS LEASE IS MADE on the following TERMS, CONDITIONS, and COVENANTS:

1. TERM

The Lessor hereby grants to the Lessee a Lease interest in the Premises for the term of two (2) years, beginning on the ____ day of _____, 2018, and ending on the ____ day of _____, 2020. At the conclusion of the lease period, the Lessor, at its discretion, may offer the Lessee an option to renew lease on an annual basis for an additional eight (8) years under the same general terms and conditions as stated herein. Lessee shall notify Lessor in writing of its interest in renewing this Lease at least ninety (90) days prior to the lease period ending date. No renewal shall be deemed guaranteed, and no renewal shall be at Lessee's sole option.

2. CONSIDERATION

In consideration whereof, the Lessee agrees to take said Premises for the term stated above, and to pay the Lessor the sum of _____ (\$_____._____) annually as rental for the Premises. Payment of this consideration shall be due and payable by Lessee upon receipt of this fully executed instrument. Thereafter, subsequent annual rental payments will be due on or before each lease anniversary date for as long as lease remains in effect. After the initial two (2) year lease term, the consideration shall increase each year by one percent (1%) of the amount of the previous year's rental.

3. PAYMENT

Payment shall be in the form of a company or cashier's check made payable to the "Alabama Department of Corrections" and forwarded to the ADOC Land Management Office at 1400 Lloyd Street, Montgomery, AL 36107.

Payments made pursuant to this Lease must bear "Gunter Annex Lease" on the check, payment stub, or cover letter. Payments not received in the Lessor's Office within fifteen (15) days from the due date identified in Section 1 of this Lease shall be assessed a penalty of one hundred dollars (\$100.00).

4. USE OF PREMISES

During the term of the Lease, the Premises shall be used and occupied solely for the purpose _____, and Lessee shall not use or permit the same to be used for any other purpose or purposes whatsoever. Lessee will not occupy, or permit to be occupied, the Premises for any business, occupation, or other use whatsoever, other than that expressed in this Lease. Lessee shall not damage, sever, or remove any trees from the Premises without prior notification and consent of Lessor.

5. EXAMINATION OF PREMISES & WARRANTY

Lessee shall examine the Premises before taking possession, and execution of this Lease coupled with payment of the first annual rental shall constitute conclusive evidence that as of the date thereof the Premises is in good order and satisfactory condition. Nothing herein shall be construed as a warranty that the Premises is fit or suitable for the use and purpose for which it is leased. Lessor has made no representations with respect to the Premises except as herein expressly set forth.

Notwithstanding any provision to the contrary, this Lease is granted and accepted without any warranty of title and without any recourse against Lessor whatsoever, either express or implied, it being expressly agreed that the Lessor shall not be required to return any payments received hereunder or be otherwise responsible to Lessee therefore.

6. CARE OF PREMISES

Lessee shall not permit, allow, or cause any act, deed, or depredation to be performed or committed on the Premises, nor allow any practice to be adopted or followed in or about the Premises which shall cause, or be likely to cause, injury to any person or damage to the Premises or any property located thereon. Lessee will take good care of the Premises and will return said Premises to Lessor at the expiration or the termination of this Lease in at least as good condition as at the commencement of this Lease.

7. FIRE PREVENTION

Lessee will exert reasonable efforts to prevent fire on the Premises and will exercise due diligence in extinguishing any fire that might occur on the Premises.

8. POSTING BOUNDARIES

Lessee shall have the right to enclose the Premises with a fence at its expense. Lessee shall remove all such fencing at the termination of the Lease.

9. PROPERTY SECURITY

Lessee is required to maintain property access restrictions established by Lessor through the locking of all gates that may provide access the Premises. The Lessee, at his own expense, may acquire and install locks on gates accessing the Premises; however, personal locks must not interfere with Lessor's access to the Premises.

10. IMPROVEMENTS AND EQUIPMENT INSTALLATION

Lessee shall not locate nor construct any permanent shelters, buildings, or other such improvements, excluding fences as allowed by Section 9, upon the Premises without the prior, written consent of the

Lessor. Lessor shall not be held responsible or liable for any damage to any improvements or any damage to any persons or property created by Lessee's wrongdoing or negligence in constructing any improvements. Lessee will pay, when due: (a) all claims for labor or materials furnished to or for Lessee at the Premises and (b) any taxes assessed against the Premises and/or any equipment located upon the Premises, in each case subject to Lessee's right to contest the same in good faith.

11. ASSIGNMENT OR SUBLETTING

Lessee shall not assign nor in any manner transfer this lease or any estate, interest, or benefit therein, nor sublet the Premises or any part or parts thereof, nor permit the use of the same or any part thereof by any person other than Lessee. Any attempted assignment, sublease, or transfer of this Lease shall be null and void, unless the written consent of Lessor is first obtained thereto. Consent to any assignment, sublease, or transfer of interest under this lease shall not constitute a release, waiver, or consent to any other assignment sublet, or transfer of interest.

12. COMPLIANCE WITH LAWS

Lessee at all times shall fully and promptly comply with all laws, ordinances, orders, and regulations of any lawful authority having jurisdiction of said Premises. Lessee further agrees to comply with all State and Federal laws which prohibit discrimination on the basis of race, color, religion, age, gender, national origin, or disability.

13. RESERVATION OF INTEREST

Lessor specifically reserves unto itself all rights and interests in the Premises not inconsistent with the restricted rights made the subject of this Lease. Lessor specifically reserves the right of ingress and egress through the Premises and full use and enjoyment of State property adjoining Premises. This Lease is conveyed subject to all other restrictions and reservations of record.

14. INDEMNIFICATION

Lessee will indemnify and hold harmless the Lessor of and from all suits, claims, demands, and actions of any kind or nature by reason of any breach, violation, or nonperformance of any condition hereof on the part of Lessee. Lessee will indemnify, protect, and hold harmless Lessor from any loss, cost, damage, or expense caused by injuries to persons or damage to property located in, on, about, or adjacent to the Premises. Any and all property of Lessee that may be located or kept upon the Premises shall be at the sole risk of Lessee. Lessor will indemnify and hold harmless the Lessee of and from all suits, claims, demands, and actions of any kind or nature by reason of any breach, violation, or nonperformance of any condition hereof on the part of Lessor. Lessor will indemnify, protect, and hold harmless Lessee from any loss, cost, damage, or expense caused by injuries to persons or damage to property located in, on, about, or adjacent to the Premises caused by Lessor. Nothing in this provision shall constitute a waiver of immunity on behalf of the State of Alabama or the Lessor.

15. WAIVER

The failure of Lessor to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions, or options. The same shall remain in full force and effect. The receipt by Lessor of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provisions hereof shall be deemed to have been made unless expressed in writing.

16. DEFAULT

If the Lessee defaults in the payment of any one of the annual rentals pursuant to Paragraph 20, then this Lease, at the option of the Lessor, shall immediately become null and void as to the remainder of the term, Lessor may enter upon and take possession of the Premises, and Lessee will vacate the Premises peaceably.

No action for possession taken by Lessor shall preclude any claim for damages either under the terms hereof or such damages or other relief as may be provided by law.

17. BOYCOTT CERTIFICATE

In compliance with Act 2016-312, the contractor 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 this state can enjoy open trade.

18. DEBT TO STATE AND ALTERNATIVE DISPUTE RESOLUTION

The terms and commitments contained in this Lease shall not be construed as a debt to the State of Alabama in violation of Article 1, Section 214 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of the Lease shall contravene any statute of the Constitution provision or amendment, either now 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. It is agreed that the sole remedy for settlement of any and all monetary claims arising under the terms of this Lease are by Alabama law limited to the filing of such claims with the Board of Adjustment for the State of Alabama. For any and all other disputes arising under the terms of this Lease, the parties hereto agree, in compliance with the recommendation of the Governor and the Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

19. INDEPENDENT CONTRACTOR

Nothing in this Lease shall be construed to create an agency relationship, an employee/employer relationship, or a joint venture relationship among the parties. Nothing herein shall grant to the Lessee, its employees, or agents, any right or privilege created by the State Merit System Act.

20. PRISON RAPE ELIMINATION ACT

Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by one who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Warden of the facility to which he or she is assigned, or the Warden's designee.

21. IMMIGRATION

The Parties agree, and hereby acknowledge, that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws, including the Alabama Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they 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, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

22. MODIFICATIONS

It is understood that this Lease constitutes the entire agreement of the Parties. Any modifications, renewals, or extensions, must be mutually agreed upon in writing by both Parties.

23. TERMINATION PRIVILEGE.

The Lessor reserves the right to terminate this Lease upon one hundred and eighty (180) days written notice to the Lessee. In the event that Lessor terminates the Lease prior to the expiration of any term, Lessor will reimburse Lessee for any rental amounts pre-paid under this Lease.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the date of their respective acknowledgments thereto.

LESSOR:
ALABAMA DEPT. OF CORRECTIONS

Jeff S. Dunn, Commissioner

APPROVED AS TO LEGAL FORM

APPROVED:

Governor of Alabama

LESSEE:

_____, _____