



LEASE AGREEMENT
(Government Owned or Occupied Property)

COURT FACILITIES USE ONLY

LG#: _____
Accounting Template: _____
Initial Encumbrance: \$ _____
Annual Encumbrance: \$ _____
Occupant: _____

THIS LEASE AGREEMENT (hereinafter the "Lease"), is entered into on the _____ day of _____, 20____, by and between _____ (hereinafter the "Local Government" or the "Lessor") and the Kentucky Administrative Office of the Courts (hereinafter "AOC" or the "Lessee"), referred to collectively as the "Parties".

IN CONSIDERATION OF the mutual promises contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

- 1. REPRESENTATIONS AND WARRANTIES OF THE LOCAL GOVERNMENT.** The Local Government represents and warrants: (1) it is a validly existing Local Government and/or political subdivision of the Commonwealth of Kentucky; (2) it has the power and has been authorized to enter into this Lease and perform all of its obligations hereunder; and, (3) it is not subject to any contractual or other limitation which would prevent it from entering into this Lease.
- 2. REPRESENTATIONS AND WARRANTIES OF THE AOC.** The AOC represents and warrants: (1) it is an agency of the Commonwealth of Kentucky, Court of Justice (KCOJ); (2) it has the power and has been authorized to enter into this Lease and perform all of its obligations hereunder; and, (3) it is not subject to any contractual or other limitation which would prevent it from entering into this Lease.
- 3. TERMS OF USE.** The Lessor hereby leases to the Lessee and agrees to keep it in quiet and peaceful possession of the leased premises in connection with the operation of the judicial system by the AOC on behalf of the Commonwealth. The leased premises consist of the following described premises with their appurtenances:

_____, _____, KY _____
Street Address *City* *County*

Said premises consisting of _____ square feet to be used by the _____ for:
Office/Department

- Warehouse Office Courtroom Other _____

Per KRS 26A.110, the Local Government shall provide necessary utilities for KCOJ facilities or KCOJ areas within the facilities. Utilities include electricity, water, sanitary sewer and any other fuel required for heating. Unless otherwise agreed, the AOC will provide Telecommunications and Data Infrastructures for KCOJ-occupied space. As additional consideration for the rental payments to be made by the Lessee, the Lessor shall furnish the Lessee with:

- Parking Space(s). If selected, _____ total parking spaces, of which _____ will be specifically reserved for use by the KCOJ only and _____ will be located in a secured area.
- Janitorial Services. If selected, services must be provided in accordance with the Janitorial Services Specifications attached as an Exhibit hereto.
- Other: _____.

The Lessee agrees to take good care of the leased premises and to return them at the expiration of their Lease in as good order as received, ordinary wear and tear and natural decay excepted.

4. **RENT.** The total annual rent for the leased premises is \$ _____, which the Lessee agrees to pay to the Lessor on a quarterly basis at the rate of \$ _____ quarterly. This payment will be separate from the quarterly reimbursement payment as shown on the annual Reimbursement Form.
5. **OPERATING COSTS.** The AOC will not pay operating costs for the leased premises to the Lessor.
6. **TERM OF LEASE.** Subject to the limitations imposed by laws and as provided in paragraphs 7, 8 and 20 of this Lease, the term during which this Lease shall be effective shall begin _____ and end _____. If the Lessee occupies the leased premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month. This Lease supersedes all prior Lease Agreements between the Local Government and the AOC concerning the leased premises.
7. **AUTOMATIC RENEWALS.** Unless the Lessee shall give the Lessor written notice thirty (30) days prior to the expiration of the term or any extension that it will not be extended, this Lease shall be extended automatically upon the same terms and conditions herein for additional periods of twenty four (24) months unless it is amended in writing or until the AOC ceases to occupy the leased premises.
8. **TERMINATION.** The AOC shall have the right to terminate this Lease at any time upon thirty (30) days written notice. The thirty (30) day time period shall be computed from date of mailing the written notice. Termination under this Paragraph shall not be considered effective until the last day of the month in which the notice period ends.
9. **ASSIGNMENT.** The Lessee agrees not to assign this Lease, or to sublet the premises except to a desirable tenant and for a similar purpose, and will not permit the use of the premises by anyone other than the Commonwealth, the Federal Government, or such sublessee, and the agents and servants of the Commonwealth, the Federal Government, or such sublessee.
10. **FIXTURES.** The Lessee shall have the right during the existence of this Lease to make alterations, attach fixtures, install data and equipment wiring, and erect additions, structures, or signs, in or upon the leased premises, provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with rights granted to other tenants on the property or in the building in which the leased premises are located. Fixtures, additions, structures or signs placed in or upon or attached to the premises shall remain Court of Justice property and may be removed by it prior to the termination of this Lease.
11. **MAINTENANCE, REPAIR AND UPKEEP.** Unless otherwise specified, the Lessor shall maintain the leased premises in good repair and tenantable condition, except in case of damage arising from the negligent acts of the Lessee's agents or employees. For the purpose of maintaining the leased premises and to make necessary repairs, the Lessor reserves the right to enter and inspect the leased premises at reasonable times. Lessor's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual), floor coverings, window coverings, elevators, inside and outside walls (including windows and entrance and exit doors), all structural portions of the building (including the roof and the watertight integrity of the same), porches, stairways, sidewalks, exterior lighting, parking lot, landscaping, and continuous satisfaction of all governmental requirements generally applicable to similar buildings in the area. The Lessor is solely and fully responsible for maintaining any and all common areas of the building in which the leased premises are located. For purposes of this Lease, "common areas" include any interior areas for joint use by tenants, invitees, or the public, as well as parking areas, sidewalks, and walkways for which rights to use are expressly granted herein or are reasonably necessary or reasonably anticipated with respect to the Lessee's enjoyment of the leased premises.

Lessor shall save and hold Lessee, its officers, directors, employees, agents, contractors and subcontractors harmless for any and all injuries, damages, causes of action, claims, lawsuits, judgments, costs and expenses, including attorney's fees and costs, (1) arising out of the Lessor's performance of its duties under this Lease or caused by the Lessor's officers, directors, employees, agents, contractors, or subcontractors; or (2) arising from defects or deficiencies in the leased premises or common areas of the property, whether or not these defects are hidden or apparent. To the extent that Lessor may be subject to the Kentucky Board of Claims Act, KRS Chapter 49, the Parties acknowledge that Lessor's liability pursuant to this provision may be limited by the Act.

12. **SNOW AND ICE REMOVAL.** Lessor shall provide snow and ice removal services for the leased premises including parking spaces, if provided. Lessor shall clear sidewalks, walkways, and other entrances and keep them free of ice and snow. The Lessor shall remove excess ice melt to minimize slipping hazards.
13. **HAZARDOUS MATERIALS.** The leased premises shall be free of actionable mold and of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Lessee reserves the right, at Lessor's expense, to require documentation or testing to confirm that the leased premises is free of all such materials or substances.
14. **INSURANCE.** Lessor shall be responsible for procuring and continuously maintaining casualty and liability insurance on the leased premises. Lessor shall provide proof of insurance to Lessee within fourteen (14) days of the effective date of this Lease.
15. **BREACH AND CURE OF LESSOR.** Upon receiving notice of a condition requiring cure, the Lessor shall initiate and complete a cure or repair of such condition within a reasonable time. A condition requiring cure includes: (1) a condition that requires the Lessor to undertake repair/replacement and/or other maintenance of the premises; (2) a condition where Lessor has failed to maintain a required service or utility account in good standing; and (3) any other condition resulting in the Lessor's failure to carry out any obligation under the Lease.

If the Lessor does not cure the breach within a reasonable time, the Lessee may cure all or part of the default after providing notice to the Lessor of its intent to perform such cure, and may deduct any costs incurred from rent owed to Lessor. Lessee's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges for which Lessor is responsible, and all administrative costs the Lessee reasonably incurs and documents in performing or arranging for performance of the cure.

The term "reasonable time," as used in this Paragraph, shall mean as soon as reasonably possible but no longer than thirty (30) days, unless: (1) an emergency condition exists requiring an immediate cure to promptly begin without delay and to be complete within 24 hours to the extent reasonable possibly; or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the Lessor provides the level of cure that is reasonably possible to do with due diligence within 30 days. An emergency condition exists if a condition requiring a cure (1) prevents or substantially disrupts the Lessee from using all or a substantial part of the premises; or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the premises.
16. **BREACH AND CURE OF LESSEE.** If Lessee fails to pay rentals or otherwise fails to perform its obligations hereunder and this failure is not cured within thirty (30) days after written notice from Lessor to Lessee of such failure, then Lessee is in default and Lessor may terminate this Lease and may enter and take possession of the leased premises. No provision, covenant or agreement contained in this Lease shall be deemed a waiver of sovereign immunity of the AOC.

The AOC, as an agency of the Commonwealth of Kentucky, is vested with sovereign immunity and does not carry general liability insurance for itself, agents, or employees. Any claim brought against the AOC relating to personal injury or property damage must be filed and decided under the Kentucky Board of Claims Act, KRS Chapter 49.

17. **DESTRUCTION OF PREMISES.** If the premises are destroyed by fire or other casualty, this Lease shall immediately terminate. In case of partial destruction or damage so as to render the premises untenable, the Lessee may terminate this Lease by giving written notice to the Lessor within fifteen (15) days after such partial destruction or damage, and if so terminated, no rent shall accrue to the Lessor after the date of such partial destruction or damage.
18. **EXHIBITS.** The following documents are attached to and made part of the Lease, if assigned an Exhibit letter below. If an Addendum is required, this Lease is not effective until the Addendum has been executed.

Document Name	Number of Pages	Exhibit
Floor Plan(s)		
Parking Site Plan(s)		
Addendum		
Janitorial Specifications		
Other		

19. **SEVERABILITY.** It is agreed by the parties hereto that if any one of the provisions of this Lease shall contravene or be invalid under the laws of the Commonwealth of Kentucky, such contravention or invalidity shall not invalidate the whole Lease but it shall be construed as if not containing that particular provision or provisions and the rights and obligations of the parties shall be construed accordingly.
20. **APPROPRIATIONS.** The Lessor understands that funds of the AOC cannot be committed beyond its current fiscal year and its applicable appropriation and the related allotment from which the rental payments will be made.
21. **COMPLIANCE.** The Lessor shall ensure the leased premises are complaint with all standards set by the State Fire Marshal, the Americans with Disabilities Act of 1990 (“ADA”), and the Occupational Safety and Health Administration (“OSHA”). If a determination of non-compliance is made by any federal or state agency, including the AOC Human Resources Health and Safety Administrator, the Lessor is responsible for correcting the non-compliant area at the Lessor’s cost.
22. **ENTIRE AGREEMENT.** This document, including attachments, constitutes the entire agreement between the Parties regarding the subject matter described herein, and other promises, representations, understandings, arrangements, and prior agreements are superseded by this Lease. The Parties may make such amendments to this Lease as may be necessary. In order to become part of this Lease, amendments must be agreed to in writing and be signed by authorized representatives of both the Lessor and the Lessee.
23. **CHOICE OF LAW.** All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the Parties hereto agree that any legal action brought on the basis of this Agreement shall be filed in Franklin Circuit Court in the Commonwealth of Kentucky.

LESSOR:

LESSEE:

LESSOR'S SIGNATURE

DIRECTOR, AOC

LOCAL GOVERNMENT

_____, 20____
DATE

_____, 20____
DATE

REVIEWED BY:

LEGAL COUNSEL, AOC

(_____)
LESSOR'S TELEPHONE NUMBER

RECOMMENDED BY:

LESSOR'S ADDRESS:

DEPARTMENT OF COURT FACILITIES, AOC

APPROVED BY:

DIRECTOR OF FINANCE AND ADMINISTRATION, AOC

INSTRUCTIONS: ALL NOTICES, CORRESPONDENCE, AND INQUIRIES CONCERNING THIS LEASE SHOULD BE DIRECTED TO EITHER
THE EMAIL OR MAILING ADDRESS BELOW:

Email: facilitiesrequest@kycourts.net
Mail: DEPARTMENT OF COURT FACILITIES
ATTN: PRIVATE SECTOR LEASE RENEWALS
ADMINISTRATIVE OFFICE OF THE COURTS
1001 VANDALAY DR.
FRANKFORT, KY 40601-4414