

LEASE AGREEMENT
BLOUNT COUNTY GOVERNMENT AND
SMOKY MOUNTAIN ANIMAL CARE FOUNDATION

Definitions

1. Vehicle includes any van, truck, motorcycle, sedan, jeep, car, or similar object for transporting people, animals, and/or objects;
2. Lease is a temporary transfer of possession, but not a transfer of ownership or title;
3. Acts of God include but is not limited to, damage caused by weather, animals or objects in the roadway, war, criminal activity by a third party, fire, and similar reasons.

Recitation

Blount County and Smoky Mountain Animal Care Foundation herein after referred to as ("SMACF") enter into this lease Agreement for the mutual benefit of both parties. Blount County Animal Shelter needs a vehicle and SMACF would like assistance in certain requirements for the use of said vehicle. Notwithstanding any provision to the contrary, the terms of the Memorandum of Understanding between SMACF and Blount County Government are incorporated herein as if fully set out in this lease agreement.

Terms

1. Blount County shall pay SMACF one dollar (\$1.00) annually in consideration for the benefits obtained by this Agreement.
2. Term and termination.
 - a. This Agreement shall become effective upon the Effective Date, and shall remain in effect until June 30, 2018 or the ("Initial Term"). At the end of the Initial Term or June 30, 2018, the Agreement shall automatically renew for (4) successive terms of one (1) year (each, "Renewal Term") to begin on July 1 of each successive year unless either party notifies the other at least fifteen (15) calendar days prior to the end of the Initial Term or any Renewal Term of its wish not to renew for a subsequent term.
 - i. The Agreement's Effective Date is _____.
 - b. This Agreement may be terminated at any time by either party, for any reason or no reason whatsoever, upon the delivery of thirty (30) calendar days' written notice to the other party.
3. Blount County shall maintain the vehicle tags and title for the vehicle usage garnered by this Agreement.

4. SMACF shall lease their vehicle to Blount County for the above recited consideration.
5. The leased vehicle is a _____ (make/model/color) and the license plate number at present is _____.
6. Blount County will carry out all repairs and maintenance for the vehicle while it is in the County's possession.
7. Blount County will not be responsible for repairing damages normally expected by transporting animals and supplies.
8. Blount County will keep SMACF updated upon renewing tags and maintaining tags and title by e-mail when appropriate.
9. Blount County Employees driving said vehicle shall abide by all laws and regulations governing driving of the vehicle in question in the State of Tennessee and/or any other state the employee(s) may drive the vehicle in.
10. Blount County employees driving this vehicle shall abide by all rules in the Blount County Government Employee Handbook.

Miscellaneous Terms

1. Upon any part(s) of this contract being found invalid by a court of law, the other provisions shall remain valid and enforceable.
2. The lack of enforcement by one or both parties of all or part of this Agreement shall not render the Agreement or any parts of the Agreement unenforceable at a future point.
3. Governing Law and Venue. Any contract awarded or Agreement entered into shall be governed and interpreted pursuant to the laws of the State of Tennessee, without regard to conflict of law principles. Such contract shall govern the construction, interpretation, and performance of any such contract or Agreement. Further, any and all legal proceedings or litigation arising out of or in conjunction with any such contract or Agreement reached, shall have venue in Blount County, Tennessee. The parties agree to the jurisdiction of the Blount County, Tennessee, courts.
4. Indemnification and Insurance. Any and all obligation of Blount County to provide indemnification is subject to the limits of liability set forth in the Tennessee Government Tort Liability Act found at T.C.A. §29-20- 101 et seq. and Blount County's obligation to provide indemnification is limited to the limits of liability set forth for a governmental entity under said Act.
5. Damages. Blount County shall not be responsible for damage to the vehicle due to Acts of God. Damages shall be limited to actual damages. There are no punitive damages under this Agreement.
6. Neither party shall be responsible for intentional torts by their employees or agents.
7. Except as otherwise stated herein, this is the fully integrated Agreement between the parties. Evidence of any Agreement outside of this writing will not be admitted unless there is fraud or misrepresentation.

SMACF Agent/Representative Date

Katie B. Kerr
Purchasing Agent

Approved as to form:

Craig Garrett, Esq	Date
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