

**AGENDA**  
**COUNTY COMMISSION MEETING**  
**CONFERENCE ROOM, PHIL SWAFFORD BUILDING**  
**TUESDAY, APRIL 16<sup>TH</sup>, 2024, AT 6:00 P.M.**

1. CALL TO ORDER
2. PRAYER
3. PLEDGE TO FLAG
4. ROLL CALL
5. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
6. **PROCLAMATION TO HONOR RHEA COUNTY RESCUE SQUAD WORKERS**
7. COUNTY OFFICIALS REPORT
8. Public Comments
9. **OLD BUSINESS**
10. **NEW BUSINESS**
  - A. Consider budget amendments and appropriations.
  - B. Consider A Resolution Approving The Lease Agreement With Rhea County Fair Association At The Fairgrounds And Attached Building Rental Agreement For Third Parties. - Phillip Dunn
  - C. Consider Fair Association Request For Funding. -Phillip Dunn
  - D. Consider Audit Committee Report To Be Read Into The Minutes. -Jim Reed

- E. Consider Resolution To Allocate A Sum Of \$10,000 From The Hotel Motel Tax Fund To The Rhea Heritage Preservation Foundation. -RHPF
- F. Consider Resolution To Allocate A Sum Of \$5,000 From The Hotel Motel Tax Fund To The Rhea Heritage Preservation Foundation For Administrative Cost For Their Program. -RHPF
- G. Consider Child Advocacy Center Lease To Be Read Into The Minutes. -Jim Vincent
- H. Consider Avalon Center Lease To Be Read Into The Minutes. - Jim Vincent

11. ELECTION OF NOTARY

12. COUNTY EXECUTIVE'S REPORT

13. COUNTY ATTORNEY REPORT

14. COMMISSIONER COMMENTS

15. ADJOURNMENT

## **PROCLAMATION TO HONOR RHEA COUNTY RESCUE SQUAD WORKERS**

**WHEREAS**, after a drowning event occurred in Rhea County on March 15, 1964, a group of concerned citizens began the process of organizing what became the Rhea County Rescue Squad. The Charter was filed on June 1, 1964 and final approval was received from the State of Tennessee on July 15, 1964; and

**WHEREAS**, Rhea County Rescue Squad workers show remarkable resiliency and professional dedication by putting their own health and safety at risk to serve our community; and

**WHEREAS**, the Rhea County Rescue Squad, a fully volunteer Organization has served the people of Rhea County for 60 years in various types of calls such as:

Vehicle Extrication - The use of tools ranging from small hand tools all the way up to Hydraulic Spreaders and Cutters (Jaws of Life) to safely stabilize the victim and vehicle and remove the victim(s) from wrecked automobiles.

Water Rescue and Recovery - The use of boats to rescue abandoned boaters from islands, sinking or disabled boats, or the use of boats and drags to locate and recover victims from drownings.

Swift Water Rescue - The use of Rescue's inflatable boat and oftentimes ropes and rope systems by specially certified members in swift water rescue and/or rope rescue to traverse fast moving waters during times of flooding to assist people stranded by the risen water.

Search and Rescue - The use of GPS coordinates, victim psychology training, grid searches, rescue dogs, Caltopo training and the extensive knowledge the members have of the hundreds of miles of hike trails and the local terrain in Rhea County to locate missing people and lost or injured hikers.

Rope Rescue - The use of rope, specialized rope equipment and systems by specially certified members to make contact with and bring out people that find themselves in steep terrain, or over bluffs whether being led out or packaged and brought out in a basket, depending on injuries.

Crewette (Auxiliary) Services - The provision of Food, Refreshment, and Recovery services such as a place to rest, warm up or cool down depending on conditions for all persons involved in calls that extend over longer periods of time; and

**WHEREAS**, Rhea County Rescue Squad has also been called out for other various calls such as, but not limited to, aircraft wrecks, transportation during extreme weather and assisting Rhea EMS with patient lifts; and

**WHEREAS**, over the years, Rhea County Rescue Squad has raised funds through multiple fundraisers like running a food booth and dunking booth at the county fair, directing parking at the Rhea County High School football games, operating a haunted house, running a food booth at Shake the Lake and holding weekend long yard sales; giving them the opportunity to interact with the people of Rhea County; and

**WHEREAS**, Rhea County will continue to look to these dedicated individuals on the front lines to protect the citizens of our community; and

**WHEREAS**, it is important to recognize the unwavering commitment the Rhea County Rescue Squad workers have shown; and

**WHEREAS**, we are so fortunate that the Rhea County Rescue Squad workers, and the people who support them, continue to persevere and selflessly care for our community 24/7, while also tending to their own families and other responsibilities; and

**NOW THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of Rhea County, Tennessee that:

**SECTION ONE**: We unite with our community in celebration and appreciation of our local heroes and show our support in recognizing their dedication and ask all members of our community to honor our Rescue Squad workers in showing that the community is behind them each day and especially during the State of Tennessee Rescue Squad Appreciation Week, May 19-25, 2024.

**SECTION TWO**: We, along with our County Executive, join together to proclaim Saturday, May 18, 2024 as Rhea County Rescue Squad Day in celebration of their 60 year Anniversary.

**PASSED AND ADOPTED** by the Board of Commissioners of the County of Rhea, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

**APPROVED:**

\_\_\_\_\_  
Jim Reed, Chairman

\_\_\_\_\_  
Jim Vincent, County Executive

**ATTEST:**

\_\_\_\_\_  
Linda Shaver, County Clerk

RESOLUTION \_\_\_\_\_

**A RESOLUTION APPROVING THE LEASE AGREEMENT WITH  
RHEA COUNTY FAIR ASSOCIATION AT THE FAIRGROUNDS AND ATTACHED  
BUILDING RENTAL AGREEMENT FOR THIRD PARTIES**

**WHEREAS**, the Rhea County Board of Commissioners finds that the public good will be served by entering into a lease agreement with Rhea County Fair Association at the Fairgrounds and the attached Building Rental Agreement for Third Parties; and

**WHEREAS**, the Rhea County Board of Commissioners finds that the public good will be served by entering into the Lease Agreement and Building Rental Agreement at the Fairgrounds, attached herewith as Exhibit "A"; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
COMMISSIONERS OF RHEA COUNTY, TENNESSEE:**

That the Rhea County Board of Commissioners hereby approves and authorizes the County Executive to execute the Lease agreement with the Rhea County Fair Association and Building Rental Agreement at the Fairgrounds, attached hereto and incorporated herein as Exhibit "A"

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Jim Reed, Chairman

\_\_\_\_\_  
Jim Vincent, County Executive

ATTEST:

\_\_\_\_\_  
Linda Shaver, County Clerk

## LEASE AGREEMENT

### RHEA COUNTY, TENNESSEE TO RHEA COUNTY FAIR ASSOCIATION, INC.

This Lease Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Rhea County, a political subdivision of the State of Tennessee, herein called "the County", and Rhea County Fair Association, Inc., a Tennessee nonprofit corporation, herein called "Lessee."

**Whereas:** The County owns and operates a facility commonly known as the Rhea County Fairgrounds, hereinafter the "Premises"; and

**Whereas:** When the County enters into rental agreements for the use of county property with bona fide nonprofit organizations wherein the organization is to make improvements or provide services to further a recognized county purpose; and

**Whereas:** The agreement may be for less than fair market rental so long as the general public is not unreasonably restricted from access to the improvements or services; and

**Whereas:** The Lessee is a non-profit organization under 26 U.S.C. S 510(c)( ) that desires to rent the available Premises to have Fair Association events; and

**Whereas:** It is in the best interest of the County and its people for Lessee to be allowed to lease the Premises in exchange for services as described below.

**NOW THEREFORE**, in consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

**1. PREMISES.** The County hereby leases to Lessee, upon the following terms and conditions, the real property with improvements known as the Rhea County Fairgrounds.

**2. TERM.** The term of this Lease shall begin on the \_\_\_\_ day of \_\_\_\_\_, 2024 and end on the \_\_\_\_ day of \_\_\_\_\_ 2027. This term shall be renewable annually upon the mutually written consent of Rhea County and Lessee.

**3. RENT.** In exchange for the County leasing the Premises to the Lessee for the purpose of having Fair Association events, Lessee shall pay the sum of \$1.00 annually and shall provide in-kind services as additional rent in the form of providing advertising services to promote the Rhea County Fair. Such services shall include but are not limited to:

**A.** Organize and advertise the annual Rhea County Fair and any other events deemed appropriate by the Rhea County Fair Board.

**B.** Sub-lease the buildings and grounds to other approved entities for a pre-set rental rate attached herewith as Exhibit "A." Whenever Lessee sublets the grounds or buildings, they shall share a 50/50 split of the rental rate to compensate Lessee for its efforts. All rents shall be paid over to the Rhea County, Trustee with a summary of rents received within seven (7) days. Lessee's portion shall be paid to the Rhea County Fair Association on a monthly basis.

4. **USE.** Lessee shall use said premises for the following purposes and no others without prior written consent of the Rhea County Fair Board: Rhea County Fair Association Events and other events deemed appropriate by the Rhea County Fair Board.

#### **GENERAL TERMS AND CONDITIONS**

5. **LICENSE, TAXES AND FEES.** Lessee shall pay throughout the term of this Lease all applicable taxes and all license and excise and other applicable fees to which the Lessee, Lease, Rent, Premises or activities of the Lessee may become subject.

6. **OTHER CONSIDERATION.** Except as otherwise provided herein, no offset, reduction, or credit toward rent shall be allowed unless it is in writing and signed by the Rhea County Board of County Commissioners

7. **NOTICE OF RENTAL ADJUSTMENT.** When it elects to adjust the rent, the County will give Lessee written notice of the adjusted rent 30 days prior to the effective date of any such adjustment. Within thirty (30) days following receipt of notice from the County, Lessee will give the County written notice of its acceptance or rejection of the adjusted rent. If Lessee does not notify the County within the thirty (30) day period, the rent as adjusted by the County will become the rent.

8. **COMPLIANCE WITH ALL LAWS AND REGULATIONS.** In using the Premises, Lessee will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction. The Lessee specifically agrees to comply and pay all costs associated with achieving such compliance without any notice from the County, and further agrees that the County does not waive this section by giving notice of demand for compliance in any instance.

9. **UTILITIES.** Lessee will not be paying utilities under this Agreement. The County shall be solely responsible for the utilities located on the premises.

**10. IMPROVEMENTS AND ALTERATIONS.**

A. Lessee shall make no alterations or improvements to or upon the Premises or install any fixtures (other than trade fixtures which can be removed without injury to the Premises) without first obtaining written approval from the County.

B. Unless otherwise stipulated, all improvements or alterations erected or made on the Premises shall, upon expiration or earlier termination of this Lease, belong the County without compensation to the Lessee; however, the County shall have the option, to be exercised on expiration or earlier termination of the Lease, to require the Lessee, at Lessee's expense, to remove any or all such improvements or alterations.

**11. CONDITION OF PREMISES. THE LESSEE HAS INSPECTED AND KNOWS THE CONDITION OF THE PREMISES AND IT IS UNDERSTOOD AND AGREED THAT THE PREMISES ARE LEASED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS WITHOUT ANY OBLIGATION ON THE PART OF THE COUNTY TO MAKE ANY CHANGES, IMPROVEMENTS, OR TO INCUR ANY EXPENSES WHATSOEVER FOR THE MAINTENANCE OR REPAIR OF THE PREMISES.**

12. **CONSTRUCTION DEFECTS.** The County shall not be liable to the Lessee for claims or damages arising from any defect in the construction of or the present condition of the

Premises, whether known or unknown, or for damage by storm, rain, or leakage or any other occurrence.

**13. MAINTENANCE.** The County and Lessee shall throughout the term of this Lease work together to keep and maintain the leased Premises and all improvements, landscaping, fixtures, and equipment which may now or hereafter exist thereon, as a high quality community recreation center and in a neat, clean, safe and sanitary condition and shall at all times preserve the Premises in good and safe repair. Upon the expiration or sooner termination of the Lease, Lessee shall forthwith return the same in as good a condition as existed at the commencement of occupancy (ordinary wear and tear excepted).

**14. INDEMNITY AND HOLD HARMLESS.** The Lessee agrees to indemnify and hold the County harmless as provided herein to the maximum extent possible under law. Accordingly, the Lessee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless the County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Lessee's exercise of rights and privileges granted by this Lease Agreement, except to the extent of the County's sole negligence.

**15. INSURANCE REQUIREMENTS.** By the date of execution of this Lease, the Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this lease, by the Lessee, his agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the Lessee.

**A. MINIMUM SCOPE OF INSURANCE.**

The Lessee shall maintain limits for General Liability no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

**B. OTHER INSURANCE PROVISIONS.** The insurance policies required in this Lease are to contain or be endorsed to contain the following provisions:  
General Liability Policy:

1. Rhea County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Lessee in connection with this Lease.

2. To the extent of Lessee's negligence, the Lessee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Lessee's insurance or benefit the Lessee in any way.

3. The Lessee's insurance shall apply separately to each insured against whom a claim is made and or lawsuit is brought, except with respect to the limits of the insurers' liability.

All Policies:

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) days prior notice - return receipt requested, has been given to the County.

**C. VERIFICATION OF COVERAGE.** Lessee shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Lease. The certificate(s) and



endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Lease. The County reserves the right to require complete certified copies of all required insurance policies at any time.

**16. MUTUAL RELEASE AND WAIVER.** To the extent a loss is covered by insurance in force, the County and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance policies, including any extended coverage endorsements hereto; provided that this Agreement shall be inapplicable if it would have the effect of invalidating any insurance coverage of the County or the Lessee.

**17. SURRENDER OF PREMISES.** At the expiration or earlier termination of this Lease, Lessee shall promptly surrender possession of the Premises to the County and shall deliver to the County all keys that it may have to any and all parts of the Premises.

**18. DEFAULT AND RE-ENTRY.** If any rents above reserved or other obligations provided herein, or any part thereof shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default on any of the covenants and agreements herein contained, then the County may cancel this Lease upon giving the notice required by law and re-enter said Premises using such force as may be required. Notwithstanding such re-entry by the County, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Lease. Notwithstanding the default provisions above, the County agrees not to exercise any of the remedies for default specified herein unless and until: (a) if the default consists of a violation to pay rent as defined in this Lease Agreement, the County has given Lessee written notice of the default and Lessee has failed to cure the default within ten (10) days of receipt of such notice; or (b) if the default consists of a violation of a covenant other than a covenant to pay rent as defined in this Lease Agreement, holder has given Lessee at least thirty (30) days' notice of such default and Lessee has failed to cure the default within such thirty (30) day period, provided no such notice must be given if the default was deliberate or immediate action is needed to protect persons or property from immanent harm, and provided further if the default is one that is capable of being cured, but cannot with due diligence be cured within thirty days, such thirty day period shall be deemed extended, to a maximum of ninety (90) days from the date of the original default, if Lessee advises the County of its intention to cure within thirty days of the original default notice and prosecutes the curing of the default with all due diligence.

**19. NON-WAIVER.** It is hereby agreed that no waiver of any condition or covenant in this Lease or any breach thereof, shall be taken to constitute waiver of any subsequent breach.

**20. INSPECTION.** The County reserves the right to inspect the Premises at reasonable times throughout the term of this Lease, provided that the County shall not interfere unduly with Lessee's operations. The right of inspection reserved to the County hereunder shall impose no obligation on the County to make inspections to ascertain the condition of the Premises, and shall impose no liability upon the County for failure to make such inspections.

Lessee shall provide a copy of all keys, locks, combinations, etc. in order for the County to have access to any and all buildings, structures, etc. located on the premises. If, at any time, access to the buildings, structures, etc. changes, then Lessee shall have an obligation to provide any and all new methods of access to the buildings, structures, etc. to the County within 48 hours of making any changes.

**21. LIENS.** It is understood and agreed that this Lease is executed and delivered upon the express condition that the Lessee will not and cannot contract any debt or debts for labor, materials, services, or otherwise which will or may become a lien against the interest of the County in the Premises, and the County hereby denies to Lessee any right, power, or authority to do any act, or contract any obligation or liability which would in any way subject the interest of the County in the Premises to any lien, claim, or demand whatsoever.

**22. ANTI-DISCRIMINATION.** In all services or activities and all hiring or employment made possible by or resulting from this Lease, there shall be no discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: Employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Lessee shall not violate any of the terms of R.C.W. 49.60, Title VI of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulations regarding nondiscrimination. Any violation of this provision shall be considered a violation of a material provision of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part of the lease by the County and may result in ineligibility for further County agreements. The Lessee will also comply with other antidiscrimination laws or requirements of any and all jurisdictions having authority.

**23. TIME IS OF THE ESSENCE.** Time is of the essence of this Lease, and in the event of the failure of Lessee to pay any charges at the time in the manner herein specified, or to keep any of the covenants or agreements herein set forth, the Lessee shall be in default.

**24. SEVERABILITY.** If any term or provision of this Lease or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and will continue in full force.

**25. PRIOR AGREEMENTS.** This Lease Agreement embodies the entire Agreement between the County and Lessee and supersedes any and all prior agreements. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby.

**26. BINDING EFFECT.** The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

**IN WITNESS WHEREOF,** Rhea County and Lessee have executed this Agreement in the manner prescribed by law as of the Effective Date.

**LESSOR: RHEA COUNTY, TENNESSEE**

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

Jim Vincent, County Executive  
Rhea County, Tennessee  
1475 Market Street, Suite #301  
Dayton, Tennessee 37321

Date: \_\_\_\_\_

**LESSEE: RHEA COUNTY FAIR ASSOCIATION, INC.**

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

Don Massengale, President  
P.O. Box 117  
Evansville, TN 37332

Date: \_\_\_\_\_

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

William Horton, Vice-President  
P.O. Box 117  
Evansville, TN 37332

Date: \_\_\_\_\_

EXHIBIT "A"

(PRE-SET RENTAL RATES FOR BUILDINGS AND GROUNDS)

## LEASE AGREEMENT

### RHEA COUNTY, TENNESSEE TO RHEA COUNTY FAIR ASSOCIATION, INC.

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**Whereas:** The County owns and operates a facility commonly known as the Rhea County Fairgrounds, hereinafter the "Premises"; and

**Whereas:** When the County enters into rental agreements for the use of county property with bona fide nonprofit organizations wherein the organization is to make improvements or provide services to further a recognized county purpose; and

**Whereas:** The agreement may be for less than fair market rental so long as the general public is not unreasonably restricted from access to the improvements or services; and

**Whereas:** The Lessee is a non-profit organization under 26 U.S.C. S 510(c)( ) that desires to rent the available Premises to have Fair Association events; and

**Whereas:** It is in the best interest of the County and its people for Lessee to be allowed to lease the Premises in exchange for services as described below.

**NOW THEREFORE**, in consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

**1. PREMISES.** The County hereby leases to Lessee, upon the following terms and conditions, the real property with improvements known as the Rhea County Fairgrounds.

**2. TERM.** The term of this Lease shall begin on the \_\_\_\_ day of \_\_\_\_\_, 2024 and end on the \_\_\_\_ day of \_\_\_\_\_ 2027. This term shall be renewable annually upon the mutually written consent of Rhea County and Lessee.

**3. RENT.** In exchange for the County leasing the Premises to the Lessee for the purpose of having Fair Association events, Lessee shall pay the sum of \$1.00 annually and shall provide in-kind services as additional rent in the form of providing advertising services to promote the Rhea County Fair. Such services shall include but are not limited to:

**A.** Organize and advertise the annual Rhea County Fair and any other events deemed appropriate by the Rhea County Fair Board.

**B.** Sub-lease the buildings and grounds to other approved entities for a pre-set rental rate attached herewith as Exhibit "A." Whenever Lessee sublets the grounds or buildings, they shall share a 50/50 split of the rental rate to compensate Lessee for its efforts. All rents shall be paid over to the Rhea County, Trustee with a summary of rents received within seven (7) days. Lessee's portion shall be paid to the Rhea County Fair Association on a monthly basis.

4. **USE.** Lessee shall use said premises for the following purposes and no others without prior written consent of the Rhea County Fair Board: Rhea County Fair Association Events and other events deemed appropriate by the Rhea County Fair Board.

**GENERAL TERMS AND CONDITIONS**

5. **LICENSE, TAXES AND FEES.** Lessee shall pay throughout the term of this Lease all applicable taxes and all license and excise and other applicable fees to which the Lessee, Lease, Rent, Premises or activities of the Lessee may become subject.

6. **OTHER CONSIDERATION.** Except as otherwise provided herein, no offset, reduction, or credit toward rent shall be allowed unless it is in writing and signed by the Rhea County Board of County Commissioners

7. **NOTICE OF RENTAL ADJUSTMENT.** When it elects to adjust the rent, the County will give Lessee written notice of the adjusted rent 30 days prior to the effective date of any such adjustment. Within thirty (30) days following receipt of notice from the County, Lessee will give the County written notice of its acceptance or rejection of the adjusted rent. If Lessee does not notify the County within the thirty (30) day period, the rent as adjusted by the County will become the rent.

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**10. IMPROVEMENTS AND ALTERATIONS.**

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B. Unless otherwise stipulated, all improvements or alterations erected or made on the Premises shall, upon expiration or earlier termination of this Lease, belong the County without compensation to the Lessee; however, the County shall have the option, to be exercised on expiration or earlier termination of the Lease, to require the Lessee, at Lessee's expense, to remove any or all such improvements or alterations.

**11. CONDITION OF PREMISES. THE LESSEE HAS INSPECTED AND KNOWS THE CONDITION OF THE PREMISES AND IT IS UNDERSTOOD AND AGREED THAT THE PREMISES ARE LEASED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS WITHOUT ANY OBLIGATION ON THE PART OF THE COUNTY TO MAKE ANY CHANGES, IMPROVEMENTS, OR TO INCUR ANY EXPENSES WHATSOEVER FOR THE MAINTENANCE OR REPAIR OF THE PREMISES.**

12. **CONSTRUCTION DEFECTS.** The County shall not be liable to the Lessee for claims or damages arising from any defect in the construction of or the present condition of the

Premises, whether known or unknown, or for damage by storm, rain, or leakage or any other occurrence.

**13. MAINTENANCE.** The County and Lessee shall throughout the term of this Lease work together to keep and maintain the leased Premises and all improvements, landscaping, fixtures, and equipment which may now or hereafter exist thereon, as a high quality community recreation center and in a neat, clean, safe and sanitary condition and shall at all times preserve the Premises in good and safe repair. Upon the expiration or sooner termination of the Lease, Lessee shall forthwith return the same in as good a condition as existed at the commencement of occupancy (ordinary wear and tear excepted).

**14. INDEMNITY AND HOLD HARMLESS.** The Lessee agrees to indemnify and hold the County harmless as provided herein to the maximum extent possible under law. Accordingly, the Lessee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless the County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Lessee's exercise of rights and privileges granted by this Lease Agreement, except to the extent of the County's sole negligence.

**15. INSURANCE REQUIREMENTS.** By the date of execution of this Lease, the Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this lease, by the Lessee, his agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the Lessee.

**A. MINIMUM SCOPE OF INSURANCE.**

The Lessee shall maintain limits for General Liability no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

**B. OTHER INSURANCE PROVISIONS.** The insurance policies required in this Lease are to contain or be endorsed to contain the following provisions:  
General Liability Policy:

1. Rhea County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Lessee in connection with this Lease.

2. To the extent of Lessee's negligence, the Lessee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Lessee's insurance or benefit the Lessee in any way.

3. The Lessee's insurance shall apply separately to each insured against whom a claim is made and or lawsuit is brought, except with respect to the limits of the insurer's liability.

All Policies:

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) days prior notice - return receipt requested, has been given to the County.

**C. VERIFICATION OF COVERAGE.** Lessee shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Lease. The certificate(s) and

endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Lease. The County reserves the right to require complete certified copies of all required insurance policies at any time.

**16. MUTUAL RELEASE AND WAIVER.** To the extent a loss is covered by insurance in force, the County and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance policies, including any extended coverage endorsements hereto; provided that this Agreement shall be inapplicable if it would have the effect of invalidating any insurance coverage of the County or the Lessee.

**17. SURRENDER OF PREMISES.** At the expiration or earlier termination of this Lease, Lessee shall promptly surrender possession of the Premises to the County and shall deliver to the County all keys that it may have to any and all parts of the Premises.

**18. DEFAULT AND RE-ENTRY.** If any rents above reserved or other obligations provided herein, or any part thereof shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default on any of the covenants and agreements herein contained, then the County may cancel this Lease upon giving the notice required by law and re-enter said Premises using such force as may be required. Notwithstanding such re-entry by the County, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Lease. Notwithstanding the default provisions above, the County agrees not to exercise any of the remedies for default specified herein unless and until: (a) if the default consists of a violation to pay rent as defined in this Lease Agreement, the County has given Lessee written notice of the default and Lessee has failed to cure the default within ten (10) days of receipt of such notice; or (b) if the default consists of a violation of a covenant other than a covenant to pay rent as defined in this Lease Agreement, holder has given Lessee at least thirty (30) days' notice of such default and Lessee has failed to cure the default within such thirty (30) day period, provided no such notice must be given if the default was deliberate or immediate action is needed to protect persons or property from immanent harm, and provided further if the default is one that is capable of being cured, but cannot with due diligence be cured within thirty days, such thirty day period shall be deemed extended, to a maximum of ninety (90) days from the date of the original default, if Lessee advises the County of its intention to cure within thirty days of the original default notice and prosecutes the curing of the default with all due diligence.

**19. NON-WAIVER.** It is hereby agreed that no waiver of any condition or covenant in this Lease or any breach thereof, shall be taken to constitute waiver of any subsequent breach.

**20. INSPECTION.** The County reserves the right to inspect the Premises at reasonable times throughout the term of this Lease, provided that the County shall not interfere unduly with Lessee's operations. The right of inspection reserved to the County hereunder shall impose no obligation on the County to make inspections to ascertain the condition of the Premises, and shall impose no liability upon the County for failure to make such inspections.

Lessee shall provide a copy of all keys, locks, combinations, etc. in order for the County to have access to any and all buildings, structures, etc. located on the premises. If, at any time, access to the buildings, structures, etc. changes, then Lessee shall have an obligation to provide any and all new methods of access to the buildings, structures, etc. to the County within 48 hours of making any changes.



**21. LIENS.** It is understood and agreed that this Lease is executed and delivered upon the express condition that the Lessee will not and cannot contract any debt or debts for labor, materials, services, or otherwise which will or may become a lien against the interest of the County in the Premises, and the County hereby denies to Lessee any right, power, or authority to do any act, or contract any obligation or liability which would in any way subject the interest of the County in the Premises to any lien, claim, or demand whatsoever.

**22. ANTI-DISCRIMINATION.** In all services or activities and all hiring or employment made possible by or resulting from this Lease, there shall be no discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: Employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Lessee shall not violate any of the terms of R.C.W. 49.60, Title VI of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulations regarding nondiscrimination. Any violation of this provision shall be considered a violation of a material provision of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part of the lease by the County and may result in ineligibility for further County agreements. The Lessee will also comply with other antidiscrimination laws or requirements of any and all jurisdictions having authority.

**23. TIME IS OF THE ESSENCE.** Time is of the essence of this Lease, and in the event of the failure of Lessee to pay any charges at the time in the manner herein specified, or to keep any of the covenants or agreements herein set forth, the Lessee shall be in default.

**24. SEVERABILITY.** If any term or provision of this Lease or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and will continue in full force.

**25. PRIOR AGREEMENTS.** This Lease Agreement embodies the entire Agreement between the County and Lessee and supersedes any and all prior agreements. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby.

**26. BINDING EFFECT.** The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

**IN WITNESS WHEREOF,** Rhea County and Lessee have executed this Agreement in the manner prescribed by law as of the Effective Date.

**LESSOR: RHEA COUNTY, TENNESSEE**

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

Jim Vincent, County Executive  
Rhea County, Tennessee  
1475 Market Street, Suite #301  
Dayton, Tennessee 37321

Date: \_\_\_\_\_

**LESSEE: RHEA COUNTY FAIR ASSOCIATION, INC.**

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

Don Massengale, President  
P.O. Box 117  
Evansville, TN 37332

Date: \_\_\_\_\_

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

William Horton, Vice-President  
P.O. Box 117  
Evansville, TN 37332

Date: \_\_\_\_\_

EXHIBIT "A"

(PRE-SET RENTAL RATES FOR BUILDINGS AND GROUNDS)

# REQUEST FOR USE OF RHEA CO. AGRICULTURAL AND NATURAL RESOURCES COMPLEX

DATE OF APPLICATION \_\_\_\_\_

NAME OF INDIVIDUAL MAKING REQUEST \_\_\_\_\_

INDIVIDUAL'S ADDRESS \_\_\_\_\_

INDIVIDUAL'S PHONE # \_\_\_\_\_

INDIVIDUAL'S E-MAIL \_\_\_\_\_

GROUP REPRESENTING \_\_\_\_\_

**FACILITIES NEEDED:**

|                      |                          |                  |                          |
|----------------------|--------------------------|------------------|--------------------------|
| Livestock Barn       | <input type="checkbox"/> | Exhibit Building | <input type="checkbox"/> |
| Farm Credit Building | <input type="checkbox"/> | Master Gardeners | <input type="checkbox"/> |
| Stage                | <input type="checkbox"/> | Picnic Pavilion  | <input type="checkbox"/> |
| Arena                | <input type="checkbox"/> |                  | <input type="checkbox"/> |

**NOTES:** A concerted effort is made of keep the Rhea Co. Agricultural and Natural Resources Complex and facilities clean and in order. Although the grounds area is periodically mowed, the mowing schedule does not always coincide with facility use. If grass height becomes an issue, notify the Rhea Co. Fair Association.

**PURPOSE** (Explain the need for facility or nature of intended use)  
\_\_\_\_\_  
\_\_\_\_\_

**DATE(S) FACILITY NEEDED** \_\_\_\_\_ **Approximate number to attend** \_\_\_\_\_

**TIME OF EVENT** \_\_\_\_\_

**PAYMENT REQUIRED:** Cleaning Fee \_\_\_\_\_ Rent \_\_\_\_\_

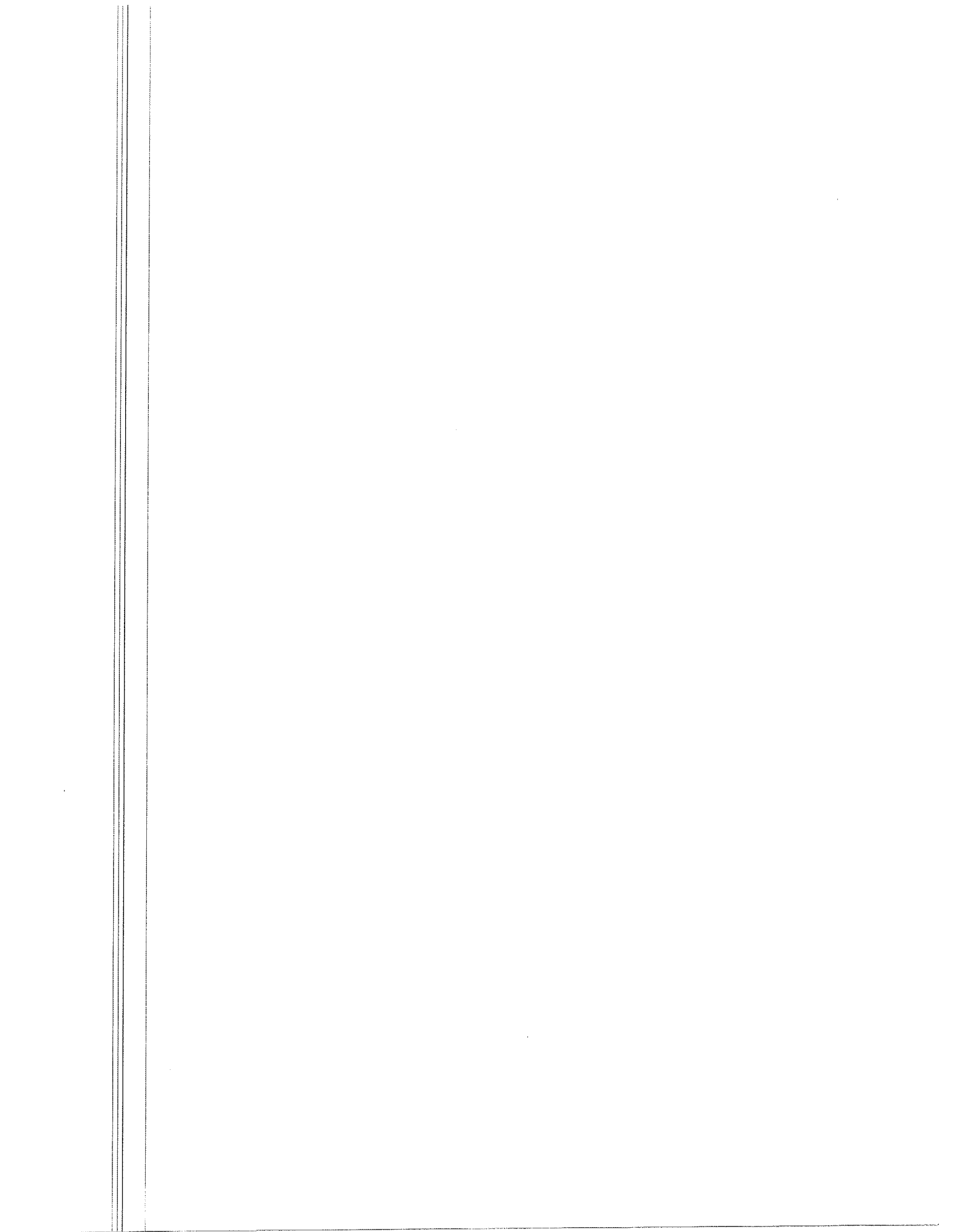
During the above specified period, I (we) accept the personal liability of all members and guest on or near the Rhea County Fairgrounds. I certify that I have read, understand and agree to abide by all rules and/or constraints set forth in this contract.

**SIGNED** (Must be signed by an individual or group representative assuming responsibility for contractual agreement)

**X** \_\_\_\_\_ **DATE** \_\_\_\_\_

**Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Rhea County Agricultural and Natural Resources Complex, Evensville Tennessee**



## RHEA CO AGRICULTURAL AND NATURAL RESOURCES POLICY

The Rhea County Agricultural and Natural Resources Complex is a public owned facility. Being procured and built from public and private funds, the facilities are subject to all public laws, rules and regulations governing public property. Management and administration of the facilities have been delegated to the Rhea County Fair Association by the Rhea County Commission.

The primary purpose of the facility is for the advancement of educational programs and activities of the agricultural and agribusiness community in Rhea County. Programs and activities for this purpose have priority over any other considered for the Rhea County Fairgrounds Complex. Programs and activities sponsored by the UT Extension office are not subject to the normal Fee Schedule used for rent payment.

**Groups, Organizations, or individuals that have contributed to the improvement of the Rhea County Fairgrounds Complex** (with 40 hours or more in volunteer hours for the year prior to the request) may use the facility at no charge. A list will be compiled by the Rhea County Fair Association's Executive Board and maintained at the Fair office. The individual or group who donated the time **MUST** be the one to complete the rental agreement. A damage/key/cleaning fee will be required for the use of the facilities in these instances.

**Non-profit organizations** may request use of the grounds and/or facilities. Typically, a fee will not be required but will be evaluated on a case by case basis. However, donations are appreciated as there is an expense associated with the use of water and electricity at the complex. A damage/key/cleaning deposit will be required for use of the facilities in these instances. Certain insurance requirements may also need to be met. This also applies to groups and/or individuals wishing to hold benefits for **medical expenses or personal losses**. Proff of non-profit is required.

The facilities are available to all eligible persons regardless of age, race, color, national origin, sex, disability, religion, or veteran status. However, they will not be used by any organization that would put the public in competition with private business. If questions arise concerning eligibility of use for a specific activity or group, the question/issue will be referred to the Rhea County Fair Association's Executive Board for resolution.

### **RULES AND/OR CONSTRAINTS REGARDING USE OF RHEA COUNTY AGRICULTURAL AND NATURAL RESOURCES**

#### **COMPLEX**

1. UNDER NO CIRCUMSTANCE WILL ALCOHOLIC BEVERAGES BE PERMITTED ON THE PREMISES
2. Anyone under the age of 18 must be supervised by adults at all times.
3. Where the situation warrants, special individual or group contracts will be prepared in lieu of the standard contract used.
4. The Rhea County Fair Association Executive Board Representative, reserves the right of visit/inspect the grounds and/or facilities during any scheduled rental period.
5. The Rhea County Fair Association or its members WILL NOT ACCEPT responsibility for items left following an event or activity.
6. Individuals and/or groups renting the grounds and/or facilities agree that no changes will be made to existing facilities. Damages resulting from use of facilities, regardless of circumstances, will be the responsibility of individual or group using said facility.
7. Individuals and/or groups must comply with terms listed under "FEE SCHEDULE" section of this document. Also, they must agree to pay any unexpected cost (i.e., those resulting from facility damage, returned checks, cleaning charges, etc.) which results from facility use.
8. Before the cleaning fee will be returned, the individual/group must complete the "Checklist for Fairgrounds rental" immediately following the event and must meet the satisfaction of renting agency. A loss of the cleaning fee will be incurred if those standards are not met AND clean-up will be hired and its cost charged to the responsible individual/group.
9. ANY VIOLATION OF THIS CONTRACT WILL PROHIBIT FURTHER USE OF THIS FACILITY.

#### **PROCEDURE FOR RENTING RHEA COUNTY FAIRGROUNDS COMPLEX**

1. Individuals and/or those representing groups which wish to use the grounds and/or facilities should contact the Rhea County Fair Association for information, requirements, etc. Contact us at 423-243-2794 or on Facebook at Rhea County Ag Center & Fairgrounds Rentals
2. A standard or special contract must be completed and a Cleaning Fee Deposit made before a reservation will be entered on the Rhea County Fairgrounds calendar. Cleaning Fee Check should be made payable to: **Rhea County Fair Association**. Insurance requirements must also be met.

**PROCEDURE FOR RENTING RHEA COUNTY AGRICULTURAL AND NATURAL RESOURCES COMPLEX- Continued**

3. Rent may be paid at any time prior to a scheduled event or activity. It MUST be paid (if not before) when an individual or group representative picks up keys or access code for building/facility access. **(Rent Check should be made payable to: Rhea County)**

4. If user so desires, an inspection of the facility will be made by a Rhea County Fair Association representative prior to time facility is used.

5. Buildings and grounds must be cleaned immediately after event or activity and keys returned to the Rhea County Fair Association.

6. Once keys have been returned and an inspection made to determine proper clean-up and no damage to facility, the Cleaning Fee will be refunded within a 3 day period.

**FEE SCHEDULE**

**Cleaning Fee-** A standard, damage/key/ cleaning fee, will be required from individuals or groups who rent the Rhea County Agricultural and Natural Resources Complex facilities. In no case will the standard cleaning fee be less than \$100.00, however, the amount may be higher if the nature of the activity to be held so warrants. Following use, given that facility is left clean and undamaged, the cleaning fee will be refunded in full.

**Rent-** Fee Determinations will be based on the nature of the activity to be held and areas to be used. In addition to a base use fee, there may be other charges for items such as water, electricity, PA system, livestock panels, etc. Fees shown below are listed to serve as a guide but are in no way binding. In all cases, rental fees will be determined by nature of activity and Fairgrounds areas used.

Please refer to the attached Fairgrounds Map for location of rentable facilities

| Facility               | Base Fee  | Cleaning Fee | Remarks   |
|------------------------|-----------|--------------|---|
| 1. Livestock Barn      | \$ 200.00 |              | Includes picnic pavilion bathrooms                            |
| Set-up Fee             | \$ 50.00  | \$ 150.00    | Livestock shows have a set-up fee and a litter clean out fee  |
| Litter clean out fee   | \$ 100.00 |              |   |
| 2. Exhibit Building    | \$ 100.00 | \$ 100.00    |   |
| 3. Farm Credit Bld.    | \$ 100.00 | \$ 100.00    |   |
| 4. Master Gardener     | \$ 150.00 | \$ 100.00    |   |
| 5. Stage               | \$ 100.00 | \$ 150.00    | Includes picnic pavilion bathrooms                            |
| 6. Picnic Pavilion     | \$ 100.00 | \$ 150.00    | Includes picnic tables and bathrooms                          |
| 7. Arena 7:00am-7:00pm | \$ 150.00 | \$ 150.00    | Includes Announcer Stand and Bathrooms at the Office          |
| Arena 7:00pm-midnight  | \$ 250.00 | \$ 150.00    | Includes Announcer Stand, Lights, and Bathrooms at the office |
| 8. Entire Site         | \$ 300.00 |              | 7:00am to 7:00pm  |
| Entire Site            | \$ 400.00 | \$ 250.00    | 7:00pm to Midnight  |
| Entire Site            | \$ 700.00 |              | 7:00am to Midnight  |

**INSURANCE**

**Groups Charging Admission:**

User shall provide to Rhea County Fair Association a Certificate of insurance evidencing coverage for all premises liability, fire legal liability and premises medical payments and Worker's Compensation as applicable. Minimum limits shall be as follows:

| Coverage                          | Limit       |
|-----------------------------------|-------------|
| General Liability- Per Occurrence | \$1,000,000 |
| Aggregate                         | \$1,000,000 |
| Fire Legal                        | \$1,000,000 |
| Premises Medical Payments         | \$5,000     |
| Worker's comp, if applicable      | Statutory   |

**INSURANCE, continued**

**Groups charging admission and/or selling food or beverages of any kind:**

User shall provide to the Rhea County Fair Association a Certificate of Insurance evidencing coverage for all premises liability and premises medical payments and Worker's Compensation as applicable. Minimum limits shall be as follows:

| Coverage                          | Limit  |
|-----------------------------------|--|
| General Liability- Per Occurrence | \$1,000,000 Products/Comp                      |
|                                   | Operation \$1,000,000                          |
|                                   | Aggregate \$1,000,000                          |
|                                   | Fire Legal \$1,000,000                         |
| Premises Medical Payments         | \$5,000 Worker's comp, if applicable Statutory |

**HOLD HARMLESS**

**Indemnification and Hold Harmless:** User shall indemnify and hold harmless Rhea County, Rhea County Fair Association, its officers, agents, volunteers and employees from:

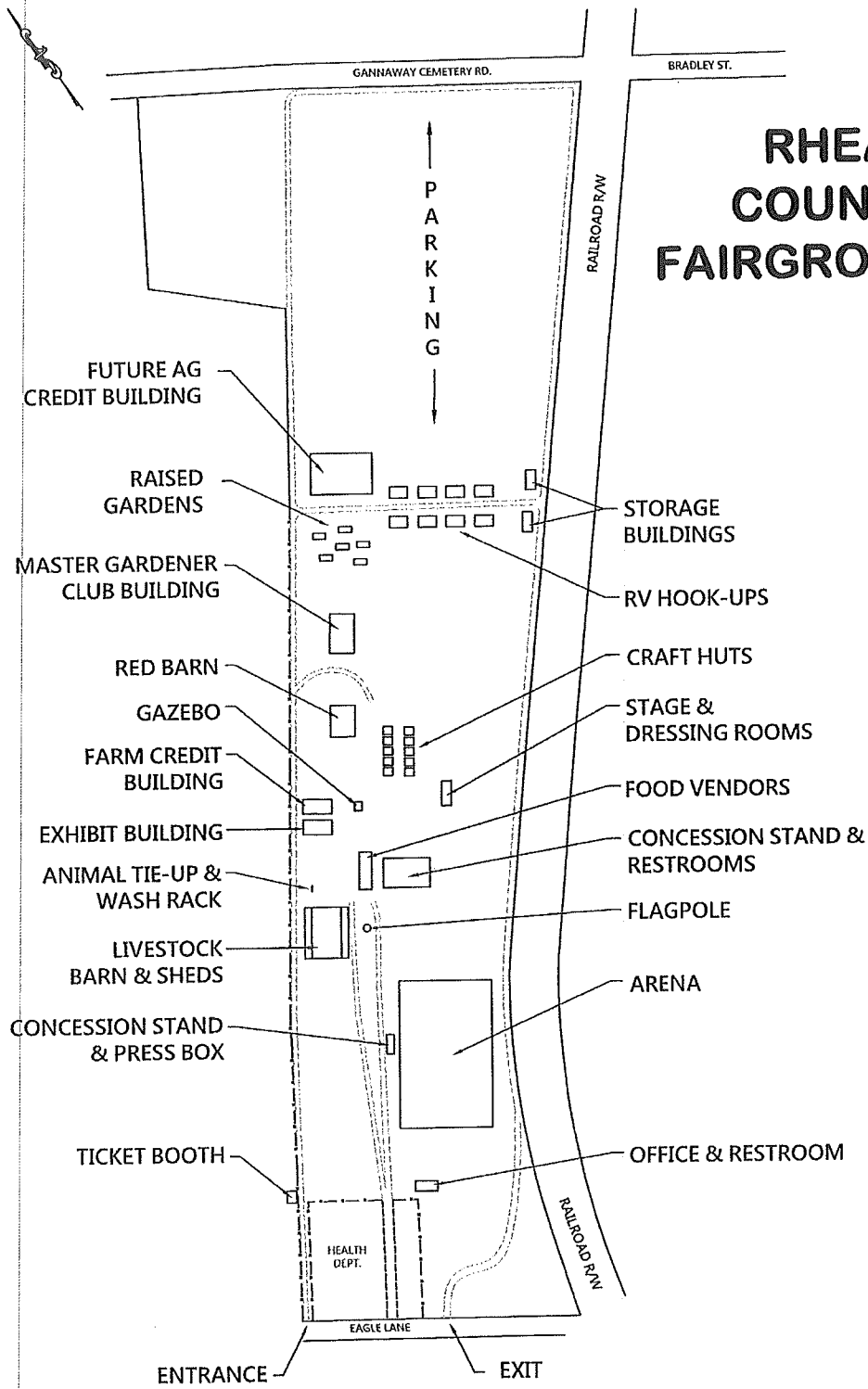
- a) Any claims, damages, cost, and attorney fees for injuries or damages arising in part or in whole, from the negligent or intentional acts or omissions of User, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- b) Any claims, damages, penalties, cost and attorney fees arising from any failure of User, its officer, employees and/or agents including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c) User shall pay Rhea County or Rhea County Fair Association any expenses incurred as a result of User's failure to fulfill any obligation in a timely manner under this Contract.

**RECEIPT- RHEA COUNTY FAIR ASSOCIATION**

| PAYMENT      | AMOUNT | RECEIVED OF | DATE PAID |
|--------------|--------|-------------|-----------|
| Cleaning Fee |        |             |           |
| Rent         |        |             |           |
| Other        |        |             |           |
| <b>TOTAL</b> |        |             |           |



# RHEA COUNTY FAIRGROUNDS



## CHECKLIST FOR RHEA CO AGRICULTURAL AND NATURAL RESOURCES COMPLEX RENTAL

Before the Cleaning Fee will be returned, the following checklist must be completed and must meet the satisfaction of renting agency. Please use the checklist for the appropriate buildings rented

### RESTROOMS

- \* Flush the toilets
- \* Clean toilets and sinks if needed
- \* Sweep the bathrooms
- \* Turn off all lights and vent fans
- \* Remove trash, replace bags in trash cans and haul off trash
- \* Replace toilet paper and paper towels, if needed
- \* Turn off faucets
- \* Lock the doors

### PAVILION/CONCESSION STAND

- \* Turn off stove and air conditioner
- \* Wash all dishes
- \* Clean stove and oven, if needed
- \* Sweep the concession stand
- \* turn off faucets
- \* Turn off all lights and vent fan
- \* Remove items placed in fridge (if applicable)
- \* Lock the doors to the concession stand
- \* Make sure concession stand, pavilion and grounds area are clean and free of trash

### LIVESTOCK BARN

- \* Turn off all lights
- \* Turn off water and lock the hydrant
- \* Lock storage rooms
- \* Place livestock panels back in original place (if used)
- \* Remove trash, replace bags in trash cans and haul off trash
- \* Make sure barn and grounds area are clean and free of trash
- \* Remove any bedding/shavings used and manure

### EXHIBIT BUILDING

- \* Put room back as it was found (8 tables with 3 chairs each)
- \* Wipe down tables
- \* Sweep bathroom and exhibit building floor
- \* Set thermostat in building (80 degrees in summer and 50 degrees in winter)
- \* Remove trash, replace bags in trash cans and haul off trash
- \* Clean and turn off coffee pot (if used)
- \* Clean sink and countertop in kitchenette area
- \* Make sure the exhibit building area is clean and free of trash
- \* Lock the doors

### FARM CREDIT BUILDING

- \* Put room back as it was found (8 tables with 3 chairs each)
- \* Remove trash, replace bags in trash cans and haul off trash
- \* Sweep bathroom and Farm Credit building floor
- \* Set thermostat in building (80 degrees in summer and 50 degrees in winter)
- \* Make sure the Farm Credit building area is clean and free of trash
- \* Lock the doors

### ARENA AND ANNOUNCER STAND AND/OR CONCESSIONS

- \* Turn off arena lights, if used
- \* Sweep announcer stand and concessions, if used
- \* Turn off light in announcer stand and concessions
- \* Remove items placed in fridge (if applicable)
- \* Turn off stove and air conditioner
- \* Clean stove and oven, if needed
- \* Lock doors
- \* Remove trash, replace bags in trash cans and haul off trash
- \* Make sure arena area is free of debris and trash

### STAGE

- \* Sweep stage and dressing rooms
- \* Turn off lights
- \* Make sure stage and sitting area are clean and free of trash
- \* Remove trash, replace bags in trash cans and haul off trash

### MASTER GARDENER BUILDING

- \* Put room back as it was found
- \* Remove trash, replace bags in trash cans and haul off trash
- \* Sweep bathroom and Master Gardener Building floor
- \* Set thermostat in building (80 degrees in summer and 50 degrees in winter)
- \* Make sure the Master Gardener Building area is clean and free of trash
- \* Lock the doors

### ALL FACILITIES

- \* Be sure to close and lock gates when leaving



RHEA HERITAGE PRESERVATION FOUNDATION  
1000 Main Street, Dayton, TN 37321  
423.680.9896  
www.rheaheritage.com

April 3, 2024

County Executive Jim Vincent and County Commissioners,

First, thank you for your continuing support of the Rhea Heritage Preservation Foundation. Your support has enabled us to take significant steps to benefit our community and to make preparations for the 2025 centennial of the Scopes Trial, an event already drawing attention to Rhea County.

In the past year RHPF has secured a permanent office space in the MainStreet Business Center, retained the services of an accounting firm to monitor our financial condition, increased the national scope of our promotion for the Scopes Trial Play and Festivities, and taken concrete steps planning for the centennial.

Your support helped make it possible for us to sell out all three performances of the play *Destiny* in Dayton, with a number of individuals turned away. Our audience came from nine states and all across Tennessee.

Last year's audience at the Nokian Tyres Summer Nights concerts was our largest ever, with an average of approximately 300 in attendance each evening. We already have contracted with the bands for this summer, and are expecting another great June.

RHPF is taking a leading role planning for the Scopes Trial Centennial, coordinating communication with the Rhea County Historical Society, Rhea Economic and Tourism Council, Bryan College, and MainStreet Dayton to prepare for this event.

We believe we are taking firm steps to make RHPF financially independent, by raising the cost of tickets to what state tourism personnel have told us is appropriate for the market, by increasing the number of performances to increase the number of patrons attending, and by pursuing new sponsorships and programs. At the same time, we believe we need support from county government to continue the promoting Scopes Trial play productions and community events such as the Scopes Heritage Festivities and the Nokian Tyres Summer Nights concerts.

We respectfully request the county commission to appropriate \$15,000 to RHPF this year to allow us to continue our regular programming and to further prepare for the national attention the county will be receiving for the trial centennial.

Thank you for your consideration, sincerely,

  
Rick Dye  
President

P.O. Box 1204 Dayton, TN 37321 423.680.9896 admin@rheaheritage.com

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION TO ALLOCATE THE SUM OF \$10,000.00 FROM THE HOTEL MOTEL TAX FUND TO THE RHEA HERITAGE PRESERVATION FOUNDATION**

**WHEREAS**, The Rhea Heritage Preservation Foundation exists to celebrate the history, heritage and culture of Rhea County through diverse programs, including the reenactment of the story of the Scopes Trial; and

**WHEREAS**, the Legislative Body of Rhea County, Tennessee has determined that it is beneficial to the citizens of Rhea County to provide funding from the Hotel Motel Tax Fund in the amount of \$10,000.00 to the Rhea Heritage Preservation Foundation for costs associated with the reenactment of the Scopes Trial in 2024; and

**WHEREAS**, the Legislative Body has determined that this project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

**WHEREAS**, the Legislative Body has determined that this project meets statutorily permissible expenditures from the Hotel Motel Tax Fund; and

**WHEREAS**, the Legislative Body has determined that it is in the best interest of the citizens and residents of Rhea County, Tennessee to provide this funding; and

**NOW THEREFORE, BE IT RESOLVED**, by the Legislative Body of Rhea County, Tennessee, that the sum of \$10,000.00 shall be allocated from the Hotel Motel Tax Fund to the Rhea Heritage Preservation Foundation for costs associated with the reenactment of the Scopes Trial in 2024.

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**APPROVED:**

\_\_\_\_\_  
Jim Reed, Chairman

\_\_\_\_\_  
Jim Vincent, County Executive

ATTEST:

\_\_\_\_\_  
Linda Shaver, County Clerk

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION TO ALLOCATE THE SUM OF \$5,000.00 FROM THE HOTEL MOTEL TAX FUND TO THE RHEA HERITAGE PRESERVATION FOUNDATION FOR ADMINISTRATIVE COSTS FOR THEIR PROGRAM**

**WHEREAS**, the Legislative Body of Rhea County, Tennessee has determined that it is beneficial to the citizens of Rhea County to provide funding from the Hotel Motel Tax Fund in the amount of \$5,000.00 to the Rhea Heritage Preservation Foundation for administrative costs for their program; and

**WHEREAS**, the Legislative Body has determined that this project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

**WHEREAS**, the Legislative Body has determined that this project meets statutorily permissible expenditures from the Hotel Motel Tax Fund; and

**WHEREAS**, the Legislative Body has determined that it is in the best interest of the citizens and residents of Rhea County, Tennessee to provide this funding; and

**NOW THEREFORE, BE IT RESOLVED**, by the Legislative Body of Rhea County, Tennessee, that the sum of \$5,000.00 shall be allocated from the Hotel Motel Tax Fund to the Rhea Heritage Preservation Foundation for administrative costs of their program.

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**APPROVED:**

\_\_\_\_\_  
Jim Reed, Chairman

\_\_\_\_\_  
Jim Vincent, County Executive

ATTEST:

\_\_\_\_\_  
Linda Shaver, County Clerk

LEASE AGREEMENT  
RHEA COUNTY TO 12TH JUDICIAL DISTRICT  
CHILDREN'S ADVOCACY CENTER

THE PARTIES. This Lease Agreement agreed on the 21st day of February, 2024 is between:

The Lessor is known as Rhea County, Tennessee, a political subdivision of the State of Tennessee with a mailing address of 1475 Market Street, Suite 300, Dayton, Tennessee 37321, hereinafter referred to as the "Lessor."

The Lessee is a business entity known as 12TH JUDICIAL DISTRICT CHILDREN'S ADVOCACY CENTER with a mailing address of P.O. Box 832 Whitwell, TN hereinafter referred to as the (Lessee)."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the office space located at 164 Walnut Grove Church Road, Dayton, Tennessee 37321 hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on the 21<sup>st</sup> day of February, 2024 and expire at Midnight on the 20<sup>th</sup> day of February 2025 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$1.00 for the first year of this Lease Agreement hereinafter referred to as the "Rent" and shall be annually.

RENT PAYMENT. The Rent shall be paid under the following instructions:  
Rent shall be paid by the Lessee to the Lessor on an annual basis beginning Feb.,  
2024 and each month thereafter during the Lease Term.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$0.00 in addition to any late fee.

LATE FEE. The Lessor shall not charge a late payment fee if the rent is not paid on time by the Lessee.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

This Lease Agreement shall automatically renew annually unless either party gives written notice to the other party via certified mail no less than 90 days prior to the expiration of the Initial Term or any subsequent renewal period. All renewal periods will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described, except that Rent will be negotiated with each renewal period.

#### RENEWAL PERIODS

The first (1st) renewal period shall begin on the 21st day of February 2025 and end on the 20th day of February 2026 at Midnight with the amount of Rent to be negotiated.

EXPENSES. In accordance with a Gross Lease the responsibility of the expenses shall be attributed to the following:

The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all exterior major systems such as the heating, plumbing and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth.

The Lessee shall be obligated to maintain all interior repairs and maintenance including replacing air filters on a regular basis.

The Lessee shall maintain, at their expense, a policy of Commercial General Liability insurance covering claims for third-party bodily injury, third-party property damage, etc. in the amount of \$1 Million Dollars per occurrence including a special endorsement to include Rhea County, Tennessee as an additional insured. The Lessee shall have the sole responsibility to provide or maintain personal liability or property damage insurance as a lessee on their own personal property.

UTILITIES. The Lessee shall be responsible for the following utilities on the Premises: All Utilities.

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING. Parking shall be provided to the Lessee in a dedicated manner provided on the Premises. There is no set number of parking spaces provided to the Lessee. There shall be no fee charged to the Lessee for the use of the Parking Space(s).



**LEASEHOLD IMPROVEMENTS.** The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in this Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

**LICENSES AND PERMITS.** A copy of any and all local, state or federal acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

**MANTENANCE:** The Lessor and Lessee shall have responsibilities of the repairs and maintenance on the Premises as set forth herein.

**SALE OF PROPERTY.** In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 180 days.

**HVAC MAINTENANCE.** Lessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilating, and air conditioning equipment located on the Premises, hereinafter referred to as the "HVAC System. "

**COMMON AREAS.** The Lessor shall be responsible for any costs related to the maintenance and upkeep of the common areas which is defined as space used by more than one (1) of the Lessees on the Property. Common areas include but are not limited to, entry-ways, bathrooms, meeting rooms, and any other space on the Property that is shared by the Lessees or Co-Tenants.

**INSURANCE.** In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required

to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

**SUBLET/ASSIGNMENT.** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

**DAMAGE TO LEASED PREMISES.** In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

**HAZARDOUS MATERIALS LAWS.** Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

**LESSEE'S DEFAULT AND POSSESSION.** In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the

Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property.

Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

**LESSOR'S DEFAULT.** The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 15 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

**DISPUTES.** If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall: Space is in donation to entity.

**INDEMNIFICATION.** The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

**BANKRUPTCY INSOLVENCY.** The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare

the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

**SUBORDINATION AND ATTORNMENT.** Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

**USAGE BY LESSEE.** Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

**SIGNAGE.** Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

**PETS.** No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

**CONDITION OF PREMISES/INSPECTION BY LESSEE.** The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises

and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. code 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessor.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Tennessee.

NOTICES. Notices shall be addressed to the following:

Lessor:

Jim Vincent, County Executive  
Rhea County, Tennessee  
1475 Market Street, Suite 300  
Dayton, Tennessee, 37321

Lessee:

12TH JUDICIAL DISTRICT  
CHILDREN'S ADVOCACY CENTER

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ADDITIONAL TERMS AND CONDITIONS. No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR:


RHEA COUNTY, TENNESSEE

By:   
JIM VINCENT, COUNTY EXECUTIVE

DATE: 4/8/24

LESSEE:

12TH JUDICIAL DISTRICT  
CHILDREN'S ADVOCACY CENTER

By:   
Print Name: Angela Hester  
Title: Treasurer

DATE: 4/8/24