

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease Agreement") is entered into by and between Williamson County, Tennessee, a governmental entity of the State of Tennessee ("Owner"), and the Transportation Management Association Group ("Tenant"), for the purpose of leasing the former Williamson County Highway Department Building located at 1556 Columbia Avenue, Franklin, Tennessee ("Property").

Witnesseth:

1. **Location.** Owner hereby leases to Tenant, the structure formerly used as the Williamson County Highway Department Building located at 1556 Columbia Avenue, Franklin, Tennessee 37064 ("Leased Premises"). Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Owner covenants and warrants that Owner is the true and lawful owner of the Leased Premises and has full power to let and lease the Leased Premises.

2. **Description.** The Leased Premises consists of office space and garages. This Lease Agreement includes nonexclusive use of the adjacent parking area located on the Property.

3. **Use.** The Leased Premises shall be used only for the provision of commuting services provided by Tenant to the public and other related activity used in the ordinary course of Tenant's current business. Tenant shall not cause or permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Property that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger neighboring property owners and businesses. AT NO TIME DURING THE TERM OF THIS LEASE AGREEMENT, OR ANY EXTENSIONS THEREOF, MAY TENANT MATERIALLY CHANGE THE NATURE OF THE USE FROM THAT WHICH WAS IN EFFECT AT THE INCEPTION OF THIS LEASE AGREEMENT WITHOUT THE EXPRESS WRITTEN CONSENT OF OWNER. Tenant shall comply with all governmental laws, ordinances, and regulations applicable to Tenant's use of the Property, including the Environmental Laws as defined herein, and promptly shall comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances or zoning violations in or upon, or connected with Tenant's use of the Property, all at Tenant's sole expense. Tenant shall provide Owner with a summary of any notice, whether oral or written, received by Tenant by any governmental authority with respect to the Property. For the purposes of this Lease Agreement, "Environmental Law" shall mean any applicable federal, state or local law, statute, regulation or ordinance of any governmental or quasi-governmental authority with jurisdiction relating to pollution, land use, health or safety or the protection of human, animal or plant life or the environment; (i) "Hazardous Substances" shall mean any and all pollutants, contaminants, toxic or hazardous wastes, or any other substance which is flammable, explosive, toxic, radioactive, corrosive or otherwise hazardous to human, animal or plant life or the environment, asbestos, any oil, petroleum or petroleum product, or any other substance or material regulated from time to time as a hazardous or toxic substance, waste or material under applicable law, including, without limitation, any "hazardous substance," "hazardous waste," "hazardous material" or "contaminant," as defined by any Environmental Law; and (ii) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of any Hazardous Substances.

4. **Term.** The term of this Lease Agreement shall be for one (1) year and shall commence on April 1, 2025 and shall end on March 31, 2026 with such rights of termination as are hereinafter expressly set forth. This Lease Agreement may not be extended beyond the end date.

5. **Rental.** Tenant shall pay Owner the annual rental rate of Forty-Five Thousand Fifty and 00/100 Dollars (\$45,050.00) for use of the Property and Leased Premises. Tenant may either pay the rental rate in one (1) annual installment of Forty-Five Thousand Fifty and 00/100 Dollars (\$45,050.00) due on April 1<sup>st</sup> of 2025 or in twelve (12) monthly increments of Three Thousand Seven Hundred Fifty-Four and 16/100 Dollars (\$3,754.16), to be paid monthly in advance on the 1<sup>st</sup> day of each succeeding month. If the first and/or last months of this Lease Agreement are partial calendar months, then the first and/or last payments of rent rate shall be proportionately adjusted. Any amounts required to be paid by Tenant hereunder, which is not paid

within ten (10) workdays of the date when due, shall bear interest at a rate equal to twelve percent (12%) per annum or the highest rate permitted by applicable law, whichever is greater.

6. **Possession.** Tenant shall be entitled to possession on the first day of the term of this Lease Agreement and shall yield possession to Owner on the last day of this Lease Agreement, unless otherwise terminated by Owner or as agreed in writing by the parties to extend the term of this Lease Agreement. At the expiration of this Lease Agreement, Tenant shall remove all personal property owned or leased by Tenant and peaceably yield up the Leased Premises to Owner. Tenant shall be entitled to reasonable nonexclusive use of the parking area.

7. **Warranty.** Tenant expressly assumes full responsibility for all persons connected with Tenant's use of the Leased Premises regardless of relationship, including all its employees, agents, members, invitees, visitors, paying customers, licensees, and participants in the provision of services. Tenant warrants that Tenant, its officers, employees, volunteers, agents, or anyone acting on behalf of Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any use or occupancy thereof contrary to any law of the State or any ordinance of Williamson County or the City of Franklin, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the Property or to increase the premium thereof.

8. **Termination for Convenience.** Either Tenant or Owner may terminate this Lease Agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing.

9. **Termination for Cause.**

A. **Tenant.** Tenant may in its sole discretion terminate this Lease Agreement at any time for any of the following causes: (a) Misrepresentations committed during the negotiation, execution, or term of this Lease Agreement; or (b) Any other material breach of the terms of this Lease Agreement by Owner which is not adequately remedied within thirty (30) days of the mailing of written notice thereof to Owner.

B. **Owner.** Owner may in its sole discretion terminate this Lease Agreement at any time for any of the following causes: (a) Tenant fails to pay any amounts due to Owner under this Lease Agreement in the manner as provided in this Lease Agreement; (b) Tenant disturbs other tenants of the Lease Premises; (c) Failure by Tenant to maintain the Leased Premises in a clean and orderly manner; (d) Tenant uses the Leased Premises in any unlawful manner; (e) Tenant dissolves or ceases doing business as a non-profit entity or becomes insolvent or bankrupt; (f) Tenant abandons the Leased Premises before the end of the term; or (g) Any other breach of the material terms of this Lease Agreement by Tenant which is not adequately remedied within thirty (30) days of the mailing of written notice thereof to Tenant. Upon default by Tenant, Owner may exercise the following remedies, in its sole discretion: Declare the total rent under this Lease Agreement due and payable in full for the remaining term and to take immediate possession of the Leased Premises; or Terminate this Lease Agreement by giving Tenant written notice of termination, which shall not excuse any breach of this Lease Agreement by Tenant. Upon termination based on breach of this Lease Agreement, Tenant shall pay the total rent due together with all other costs, expenses, or damages incurred by Owner as a result of the breach of this Lease Agreement.

10. **Notice.**

A. **Delivery.** Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Lease Agreement may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient.

B. **Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the

communication will be deemed received at 9:00 a.m. the next business day.

**C. Addresses.**

- i. Owner: **Williamson County, Tennessee**  
Williamson County Mayor's Office  
1320 West Main Street, Suite 125  
Franklin, TN 37064
- ii. Tenant: **Transportation Management Association Group**  
708 Columbia Avenue  
Post Office Box 266  
Franklin, TN 37065

11. **Assignment and Subletting.** This Lease Agreement cannot be assigned or subleased by either party.

12. **Inspection.** Owner reserves the right to enter and inspect the Leased Premises in its discretion Monday thru Friday 8 am to 5 pm to render services and make any necessary repairs to the Leased Premises for which it is obligated under this Lease Agreement. Owner may enter the Leased Premises at any time should it determine an emergency exists, or to conduct needed repairs or for the provision of janitorial services if included in this Lease Agreement.

13. **Alterations.**

**A.** No addition, erection, installation, or other physical alteration of the Leased Premises shall be made without the prior approval of Owner. Prior to making any changes to the Leased Premises, Tenant shall submit to Owner plans and layouts of such decorations or installations for approval by Owner. All approvals will be granted or denied in Owner's sole discretion which shall not be unreasonably withheld. Tenant shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations.

**B.** In the event Owner approves of any addition, erection, installation, or other physical alteration, Tenant bears the sole responsibility and cost of restoring the Leased Premises to the same or better condition in which Tenant first accepted the Leased Premises.

**C.** Tenant is prohibited from changing or removing locks or hardware on any door in the Leased Premises unless prior written consent is obtained by Owner.

14. **Obligation to Secure the Leased Premises.** Tenant agrees that it will be solely responsible for ensuring that all equipment, computers, supplies, and any other material or items will be secured in the Leased Premises. Owner shall not be responsible for any loss or damage to any computers, equipment, documents or other items owned, leased, or used by Tenant.

15. **Surrender of Possession.** Upon termination or expiration of this Lease Agreement, Tenant will peaceably surrender to Owner the Leased Premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, act of God, or circumstances over which Tenant has no control or for which Owner is responsible pursuant to this Lease Agreement excepted. Owner shall not be responsible for any items, fixtures, equipment, material or any other item owned or leased by Tenant which remains in the Leased Premises beyond the termination of this Lease Agreement.

16. **Quiet Possession.** Owner agrees that Tenant, in keeping and performing covenants contained herein or on the part of Tenant to be kept and performed, shall at all times during the existence of this Lease Agreement peaceably and quietly have, hold, and enjoy the Leased Premises, without suit or hindrance from Owner, or any person claiming under Owner.

17. **Repair and Maintenance.** During the term of this Lease Agreement, Owner shall maintain the structural and foundation of the Leased Premises and appurtenances to the end that all such facilities are kept in good operating condition by Tenant except in case of damage arising from a willful or negligent act of

Tenant, Tenant's agent, invitee, or employee. In case Owner, after notice in writing from Tenant requiring Owner to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply therewith within thirty (30) days of receipt of the notice, or in the event of an emergency constituting a hazard to the health or safety of Tenant's employees, property, or invitees, Tenant may perform such maintenance or make such repair at its own cost and may deduct the amount thereof from the rent that may then be or thereafter become due hereunder. Tenant at its own cost and expense, shall: (i) maintain the Property and all parts thereof in good repair, order and condition, reasonable wear and tear excluded, and promptly make all repairs and replacements necessary to do so; (ii) promptly replace, repair and maintain all fixtures and other property in the Lease Premises, including, without limitation all Tenant's improvements, heating, ventilating and air conditioning systems, electric, plumbing, security, or other utility services or systems; (iii) continuously maintain all utility connections serving the Property and arrange and pay for all such utilities; (iv) continuously keep clear all sanitary sewer, waste, drain and other pipes; and (v) promptly replace all broken glass windows and doors in the Leased Premises. Tenant shall perform all work with respect to the Property, including, without limitation, all repairs, maintenance, replacements, alterations, additions or improvements, in a first-class, safe, good and workmanlike manner, in accordance with all applicable statutes, ordinances, regulations and other laws including, without limitation, building codes and ordinances, free from defects in design, condition, material and workmanship.

18. **Indemnification.** Owner shall not be liable for any loss, damage, or injury to persons or property occurring, regardless of cause, in or about the Leased Premises, and to the degree permissible by applicable law, Tenant shall indemnify and hold Owner harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse Owner for all costs and expenses, including attorney's fees, paid or incurred by Owner as a result, either indirectly or directly of Tenant's use of the Leased Premises. However, this indemnity shall not apply to any loss or injury resulting from the negligent acts of Owner, its employees, or agents.

19. **Insurance.** Tenant is self-insured for general liability in an adequately funded Self-Insurance Program up to the limits as set out by applicable law. The parties acknowledge Tenant's self-insured program satisfies Owner's insurance requirements. Tenant is urged to purchase and maintain property insurance for its property.

20. **Copyrights, Royalties, and Trademarks.** Tenant warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Tenant's use of the Leased Premises unless Tenant has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. Tenant shall comply strictly with all laws respecting copyright, royalties and trademarks, and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Leased Premises. Tenant shall indemnify and hold Owner and its officers, agents and employees harmless from all claims, losses and damages (including court costs and attorney fees) with respect to such copyright, royalty or trademark rights.

21. **Choice of Law/Venue.** This Lease Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Lease Agreement or its attachment becomes subject to litigation, exclusive venue for such action will be in Williamson County, Tennessee or in a federal court with jurisdiction over Williamson County.

22. **Employment Practices.** Tenant shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.

23. **Abandoned Property.** Any property remaining in the Leased Premises or any property stored by Owner which has not been claimed by Tenant within ten (10) days after the expiration of this Lease Agreement shall be deemed abandoned by Tenant. At Owner's option, Owner may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Tenant's

sole expense and risk. Tenant hereby waives any right to claim the value thereof or damages therefore. Tenant shall be liable to Owner for: (i) the cost incurred by Owner in disposing of or destroying the abandoned property and (ii) the cost of storing it if Owner elects to store it for Tenant.

24. **Appropriations.** All terms and conditions of this Lease Agreement are made subject to the continued appropriations by the appropriate legislative body.

25. **Destruction.** If the Leased Premises is destroyed by fire or other casualty this Lease Agreement shall terminate with no further obligations from Owner. If such casualty shall render ten percent (10%) or less of the floor space of the Leased Premises unusable for the purpose intended, Owner shall effect restoration of the Leased Premises as is reasonably possible.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction in Owner's sole opinion, Owner shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within thirty (30) calendar days after such destruction, or if such notice shall specify that such necessary repairs will require more than ninety (90) days to complete from date such notice is given, Tenant, in either such event, at its option, may terminate this Lease Agreement or, upon notice to Owner, may elect to undertake the necessary repairs itself, deducting the cost thereof from the rent to become due under this Lease Agreement. Repairs may only be conducted by Tenant after written authorization is granted by Owner.

In the event Tenant remains in possession of the Leased Premises though partially destroyed, the rent as herein provided shall be reduced by the same ratio as the net square feet Tenant is thus precluded from occupying bears to the total net square feet in the Leased Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

26. **Services and Utilities.** Tenant shall be responsible for the provision and furnishing, during the term of this Lease Agreement at Tenant's cost, janitorial services and paper products for all areas of the Leased Premises and outside the Leased Premises. Tenant shall ensure trash containers in the Leased Premises are periodically emptied and sweep or vacuum the Leased Premises on an as needed basis. If the parties agree on a single location to dispose of Tenant's trash, then Owner will be responsible for removing the trash. Tenant shall be responsible for obtaining and paying for all utilities, telephone, telecommunication data, and internet services. Any additional services will need to be agreed upon in writing by the parties.

27. **Time of Essence.** Time is of the essence of this Lease Agreement, and the terms and provisions of this Lease Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto.

28. **Health and Safety.**

A. Tenant shall conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Agreement. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. Tenant's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.

B. If death, serious injuries, or serious property damage are caused, Tenant agrees to immediately report such incident to Williamson County Government Risk Management at (615) 790-5466 during business hours, or at (615) 791-6200 (requesting dispatch), after business hours, holidays and weekends.

29. **Severability.** In the event that any section and/or term of this Lease Agreement is found by a court of competent jurisdiction to be in contravention of the Constitution of this State or of the United States, or any law of this State, such section and/or term is to be severable from the remainder of this Lease Agreement, and the remaining sections and/or terms are to be fully enforceable.

30. **Compliance with Laws.** Tenant shall at all times keep and maintain the Leased Premises in compliance with all applicable laws, ordinances, statutes, rules, regulations, orders, and requirements of all federal, state, county and municipal governments and of all other governmental agencies or authorities having or claiming jurisdiction over the Leased Premises or the business activities conducted thereon or therein.

31. **Holding Over.** In the event Tenant remains in possession of the Lease Premises after the expiration of the lease term, or any extension thereof, this Lease Agreement shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

32. **Prohibition of Encumbrances.** The parties shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

33. **Americans with Disabilities Act.** Tenant shall, at its sole expense, maintain the Leased Premises in full compliance with all applicable federal, state or municipal laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Americans With Disabilities Act, and all regulations and guidelines promulgated under any all of the foregoing, as the same may be amended from time to time.

34. **Service Animals.** No animals are permitted in the Leased Premises except for service animals that are specifically trained to perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

35. **Waiver of Default.** No failure by either party to insist upon the strict performance of any term or condition of this Lease Agreement or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any breach shall constitute a waiver of any breach of any term or condition. No obligation of this Lease Agreement which either party is required to perform, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by the parties. No waiver of any breach shall affect or alter any term or condition in full force and effect with respect to any other then existing or subsequent breach.

36. **Assumption of Responsibility.** Tenant assumes full responsibility for all persons acting on behalf of or through Tenant with respect to Tenant's use of the Leased Premises, including Tenant's employees, agents, and invitees. Owner assumes responsibility for all persons acting by or under direction of Owner with respect to its obligations of this Lease Agreement, including Owner's employees, agents, and invitees.

**LAST ITEM ON PAGE**  
**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease Agreement to be executed by their duly authorized representatives on this the \_\_\_\_ day of \_\_\_\_\_, 2025.

**OWNER:**

Williamson County, Tennessee

By: \_\_\_\_\_  
Williamson County Mayor

By: \_\_\_\_\_  
Phoebe Reilly, Budget Director

By: \_\_\_\_\_  
Leslie Mitchell, Purchasing Director

By: \_\_\_\_\_  
Kevin Benson, Property Manager

By: \_\_\_\_\_  
Jim Ruhl, Risk Manager

By: \_\_\_\_\_  
Williamson County Attorney for Form

**TENANT:**

Transportation Management Association Group

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

By: \_\_\_\_\_  
Name/Title