

Hickory Nut Gorge EMS
STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), made and entered into this the 1 day of June, 1995, by and between Rutherford County (hereinafter referred to as "Lessor") and Hickory Nut Gorge Volunteer Emergency Medical Service and Rescue, Inc. (hereinafter referred to as "Lessee").

STATEMENT OF PURPOSE

WHEREAS, Lessor is the owner of those certain properties more particularly described in Deed of record in Deed Book 552, Page 703, Deed Book 572, Page 457, Deed Book 572, Page 457, Deed Book 618, Page 744, and Deed Book 629, Page 223, Rutherford County Registry, said description contained in said Deed being incorporated herein by reference.

AND WHEREAS, Lessor desires to lease a portion of said property to Lessee, being that portion designated as EMS space on Exhibit "A" attached hereto and incorporated herein by reference, and Lessee desires to accept the same upon the following terms and conditions.

NOW THEREFORE, subject to the terms and conditions hereinafter set forth, Lessor does hereby lease and let unto Lessee the property, together with all privileges and appurtenances thereto, upon the following terms and conditions:

1. The term of this Lease shall commence as of the 1 day of June, 1995, and shall continue for one year thereafter, expiring on the 31 day of May, 1996. However, as long as Lessee continues to provide ambulance or rescue services on a non-profit basis to the community, pursuant to contract with Rutherford County, this lease shall continue at Lessor's option on a year to year basis following the termination of the initial term. In the event Lessee does discontinue service to the community as referenced above, or if Lessee breaches the terms and conditions of this Lease, then in either of such events, Lessor, upon thirty (30) days notice, shall have the right to take possession of the premises.

2. Rental for the premises shall be One (\$1.00) Dollar per year due and payable in advance on or before the 1 day of June each year.

3. Lessee agrees not to assign its interest in this Agreement and not to sublet the property, nor make any unlawful or offensive use of the property. In addition, Lessor agrees for the initial term and for any extension thereof not to exceed a total of _____ years, to keep the premises in good maintenance and repair,

including the water pipes, electrical, plumbing, heating and cooling systems, to bear all costs and expense of such repair and maintenance. Lessee agrees to deliver up the property at the end of the term (or the sooner lawful termination of this Agreement) in as good order and condition as the same are now, usual wear and tear alone excepted.

4. During the term of this Agreement, Lessor shall also provide and pay for all power, lights, heat, water, sewer charges and other charges for utilities used in connection with the property.

5. Lessee shall, at its sole expense, keep the property owned by the Lessee located on or in the property insured for the benefit of the Lessee in such amount and such extent that Lessee determines desirable against loss or damage by fire and against such other risks of similar or dissimilar nature as are, or shall be, customarily covered with respect to said property. Lessor shall, at its sole cost and expense, keep the improvements and other property and interests in property owned by the Lessor on or in the property insured for the benefit of Lessor in such amount and to such extent as the Lessor determines desirable.

6. Lessee shall indemnify and hold harmless the Lessor from and against any and all liability, fines, suits, claims, demands, actions and costs and expense of any kind or nature whatsoever caused by arising out of or in any manner connected with (a) any breach, violation or nonperformance of any covenant, condition or agreement set forth in this Agreement to be fulfilled or performed by the Lessee; (b) any damage to property occasioned by the Lessee's use or occupancy of the property or (c) any injury to a person or persons, including death, resulting at any time therefrom, or any damage occurring in or about the property and resulting from or occasioned by Lessee's use or occupancy of the property.

7. Lessee acknowledges that it provides service to the Community on a nonprofit basis and pursuant to an independent contract which the Lessor; that the low rental afforded in this lease is in acknowledgement and in consideration of this service. Lessee acknowledges it is an independent contractor and that it, and it alone approves its rules and regulations pertaining to membership, personnel and work hours. Further, Lessee at all times shall have direct supervision and direction of the work environment and the premises leased.

8. Lessor reserves the right at any time upon thirty (30) days notice to Lessee, to use such space as may be necessary to station vehicles and to comfortably house personnel needed to operate an Emergency Medical Service Satellite Station. Lessee acknowledges this right and acknowledges the benefit such satellite station would afford the Hickory Nut Gorge area.

9. This instrument contains the entire agreement between the parties hereto with respect to Lessee's occupancy of the unit, and all prior and contemporaneous agreements are merged herein, and this instrument shall not be altered or modified except in writing and signed by all parties hereto.

WITNESS our hands and seals as of the day and year first above written.

RUTHERFORD COUNTY

By: *Anthony W. Noll*
Chairman

ATTEST:

Hazel S. Haynes
Clerk

HICKORY NUT GORGE VOLUNTEER
EMERGENCY MEDICAL SERVICE AND
RESCUE, INC.

By: *Daniel Toney*
President

ATTEST:

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Secretary

(CORPORATE SEAL)