

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is entered into as of this ___ day of _____, 2016, by and between **THE TRUSTEES OF BLUE RIDGE COMMUNITY COLLEGE** (“College”) and **HENDERSON COUNTY FIRE AND RESCUE ASSOCIATION, INC.** (“HCFRA”) (collectively “Parties”).

WITNESSETH:

WHEREAS, the College desires to lease to HCFRA property on the College’s Henderson County Campus for HCFRA to conduct training activities for HCFRA’s member organizations; and

WHEREAS, the property is located on College Drive at the intersection of Eagle’s Reach Drive and is bounded by a chain link fence measuring approximately 950 feet along College Drive (“Property”). The address is 330 College Drive which is near the intersection of Eagle’s Reach Drive, encompassing approximately 5.5 acres.

NOW, THEREFORE, for valid consideration and subject to the terms and conditions contained herein, the Parties enter into this Agreement.

1. This Agreement shall extend thirty years and shall commence on April 1, 2016 and shall expire on March 30, 2046. On or before April 1st of each year, HCFRA shall pay the College the sum of one dollar (\$1.00) to lease the Property. This Agreement may be renewed.

2. No new structure may be built on the Property, and no existing structure may be enlarged on the Property, without the College’s prior written consent. If HCFRA elects to improve or enlarge an existing structure or build a new structure and if the College gives written consent for that purpose, the College will consider extending the lease term to such period required by the terms of financing in accordance with the then applicable North Carolina General Statutes. The College is not consenting for a lien to be placed upon the Property by HCFRA nor is the College consenting to encumber the Property itself in the event any such structure or enlargement is desired by HCFRA and consented to by the College.

3. The Property shall be used as an emergency training facility by the HCFRA’s member organizations or other agencies providing services for HCFRA members. Classroom space on the Property will also be used, free of charge, by the College for its fire and rescue training courses. Scheduling for facility use will be handled by the Henderson County Fire Marshal or designee. The College’s Fire and Rescue Coordinator or designee will coordinate the College’s use with the County Fire Marshal. The College’s Fire and Rescue Coordinator’s office may be located on the Property. No student records will be kept on site and no students will be allowed on site without the presence of an instructor.

4. HCFRA shall, throughout the term of this Agreement:
 - A. Maintain the Property and the improvements in good repair;
 - B. Maintain a general liability insurance policy, in form and with a company in good standing with the NC Department of Insurance, in the amount of one million dollars (\$1,000,000.00) showing the College as a named insured and provide a copy of the policy to the College;
 - C. Maintain property and casualty insurance for the improvements on the Property in an amount that would restore damaged buildings or, at a minimum, cover the cost of demolition;
 - D. Never assign this Agreement, in whole or in part, or sublet any portion of Property without the College's prior written consent;
 - E. Indemnify and hold harmless the College from any and all claims, demands, losses, liabilities, injuries, fines, penalties, judgments, costs and attorneys' fees associated with HCFRA's use and activities on the Property including, but not limited to, cleanup costs as a "result of any hazardous material (as defined in 40C.F.R. Section 261.1 through 261.33) used or spilled on the Property if such occurs during the term of the Agreement or any extension thereof, and from any other type of environmental pollution discharged onto or otherwise located on Property, if such occurs during the term of the Agreement, and
 - F. Use the Property only for emergency services training and activities associated with emergency services training; however, no activities whatsoever conducted by HCFRA may in anyway compete with activities, trainings or classes performed and/or offered by the College.

5. The College shall, throughout the term of this Agreement:
 - A. Provide janitorial services for the classroom, adjoining bathrooms and office;
 - B. Be responsible for mowing the grounds;
 - C. Provide for trash removal as necessary; and
 - D. Pay all utilities for this Property.
 - E. Provide assurance following each class sponsored by the College that the entire facility is clean and the outside area is clear of garbage or debris, all equipment is clean and returned to proper storage areas, and all buildings and grounds are secure before leaving.

6. HCFRA may enter into agreements with third-party non-HCFRA members for such entities to use the Property based on the following criteria:

- A. The Property may only be used by agencies and businesses, not individuals, affiliated with HCFRA members and may only be used for fire and rescue emergency training and activities associated with emergency service training that do not, in anyway, compete with activities, trainings or classes performed and/or offered by the College

- B. The agreement between HCFRA and the entity must contain an indemnification provision in favor of HCFRA and the College;
- C. The third-party must maintain commercial general liability insurance and must name the College and HCFRA as an additional insured under the policy.

7. Once per year, HCFRA and College representatives will meet on the property to review respective responsibilities of the lease and whether or not any deficiencies exist or improvements are needed. A schedule of improvements will be developed collaboratively to address any deficiencies pertaining to this lease. Additional improvements or enhancements will be considered for long term capital growth depending on the responsible party's financial ability.

8. In the event either Party violates the terms of this Agreement, the Party not in violation may give the violating Party written notice of the violation. If the violation is not corrected within 120 days or other negotiated time-frame, the Agreement may be terminated. In the event of fire or other catastrophe rendering the Property unfit for continued use for the purpose designated herein, either Party may terminate the Agreement.

9. If any part, term, or provision of this Agreement is held invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

10. The provisions of this Agreement shall be governed by the laws of the State of North Carolina and proper venue for any claims hereunder shall be Henderson County, North Carolina.

11. This Agreement shall be presumed to be drafted by the Parties jointly and no provisions contained herein shall be construed in favor of any of the Parties.

12. The Parties hereby affirm that the only consideration for executing this Agreement is the terms and conditions specifically stated herein. This Agreement may be amended in writing only by the Parties' mutual agreement.

IN WITNESS WHEREOF, the Parties have read and do understand this Agreement and have full authority to execute it on behalf of their respective Party.

 John McCormick, Jr.
 Chair, Board of Trustees

 DATE

 Print: _____
 On behalf of HCFRA

 DATE