

LEASE AGREEMENT

This Lease Agreement is made and entered into this 23rd day of February 2026 by and between the City of Mt. Juliet, a political subdivision of the State of Tennessee (hereinafter the "City") and Beckwith Soap, LLC, a Tennessee Limited Liability Company (hereinafter "Lessee"). In consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **PREMISES.** The City hereby leases to Lessee, upon the following terms and conditions, a building located at 2397 N. Mt. Juliet Road, Mt. Juliet, TN 37122 (hereinafter the "Premises"), being approximately 1,200 square feet.
2. **TERM.** The term of this Lease shall commence on February 24, 2026 ("Commencement Date") and shall continue on a month-to-month basis thereafter. This Lease shall automatically renew for successive one (1) month periods unless and until terminated by either party as provided herein. Each successive monthly term shall begin on the first (1st) day of a calendar month and shall end on the last day of such calendar month, unless sooner terminated in accordance with this Lease.
3. **RENT.** Lessee will pay to the City rent in the amount of \$1,400 per month (the "Rent"), payable in advance on the 1st day of each month, beginning April 1, 2026. Rent is delinquent if not received by the 5th of each month. If that day falls on a weekend or legal holiday, the rent is due on the next business day. If Rent is delinquent, then such payment shall, at the option of the City, bear a monthly late charge equal to ten percent (10%) of such payment. Said late charge shall be immediately due and payable with the rent on the first succeeding rental payment date. The total rent due upon each due date shall be paid in full to the City, and no set-off or counterclaims may be deducted by Lessee from the rentals due.

Rent payments should be made payable to City of Mt. Juliet, Tennessee, and may be made by cashier's check, personal check, or money order and delivered to City of Mt. Juliet Finance Department (located at 2425 N. Mt. Juliet Road, Mt. Juliet, Tennessee 37122) or mailed to the City of Mt. Juliet Finance Department, P.O. Box 689, Mt. Juliet, TN 37121. Mailed payments must be received on or before the first of the month.

The City reserves the right to increase the rent that will be paid during any lease renewal period, the terms of which may be stated in a new lease agreement or amendment to this Lease Agreement.

4. **NON-SUFFICIENT FUNDS.** Lessee will be charged a monetary fee of \$25.00 as reimbursement of the expenses incurred by the City for each check that is returned to the City for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all late payments provisions included in this Agreement. All charges will be immediately due from Lessee and failure to make immediate payment will constitute a default under the terms of this Agreement.
5. **POSSESSION.** Lessee will be entitled to possession of the Premises on the Commencement Date and will yield possession to the City on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. Upon expiration or earlier termination of the Lease term, Lessee shall promptly remove all of its goods, equipment, and personal property from the Premises and shall peaceably surrender and deliver possession of the Premises to the City in good condition, ordinary wear and tear excepted.
6. **ACCEPTANCE OF PREMISES.** Lessee acknowledges that Lessee has inspected and accepts the Premises in their present condition. The City has made no warranties with respect to the repair of the Premises or the

suitability of the Premises for Lessee's use and Lessee expressly waives any implied warranty of same. The City shall have no obligation to make modifications to the Premises unless a separate section and/or exhibit is attached hereto which details such improvements.

7. **USE.** Lessee shall only use the Premises as a general retail boutique and related general and lawful business and for no other purpose without the City's prior written consent, and subject to all local, state, and federal regulations regarding use of the premises. The Premises shall be used exclusively for its intended purpose and in compliance with this Section. Lessee shall not permit the Premises or any part of it to be used for:
- (a) the conduct of any offensive, noisy, or dangerous activity that would increase the premiums for insurance on the Premises or otherwise increase the City's costs;
 - (b) any purpose or in any manner that will obstruct, interfere with, or infringe on the rights of owners of adjoining property; or
 - (c) the creation or maintenance of a public nuisance or anything that is against public regulations or rules of any public authority at any time applicable to the Premises;
 - (d) the use or storage of "hazardous materials." As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any federal, state, or local governmental or quasi-governmental authority.

The City reserves the right to use the area outside of the building and front parking lot for other purposes, including but not limited to construction.

8. **TERMINATION.** Either the City or Lessee may terminate this Lease by providing the other party with not less than thirty (30) days' prior written notice of termination. Such notice shall be effective upon delivery in accordance with the notice provisions of this Lease. Termination shall be effective on the last day of a rental period (month) unless otherwise agreed in writing by the parties. Nothing in this section limits the City's right to terminate this Lease for reasons prescribed by law or other sections of this Agreement.
9. **HOLDOVER.** Any continued occupancy by Lessee after termination without the City's written consent shall constitute a holdover tenancy subject to all terms and conditions of this Lease.
10. **INSURANCE.** Lessee agrees to provide at its own expense continuing public liability and property damage insurance in a form satisfactory to the City, with limits of at least One Million Dollars (\$1,000,000) each occurrence and general aggregate for both bodily injury and property damage. All such policies shall endorse the City as an Additional Insured and shall contain a provision that the same may not be canceled or changed without giving the City at least thirty (30) days written notice prior to any such change or expiration or cancellation of any such policy. Lessee must provide a copy of the Declarations and a Certificate of Insurance to the City within 10 days of the Commencement Date.
11. **INDEMNIFICATION.** Lessee agrees for itself, its successors and assigns, to defend, indemnify, and hold the City harmless, including its officers, managers, appointed and elected officials, employees, agents, and affiliates from and against all losses, costs, claims, damages, fines, penalties, expenses, including without limitation attorneys' fees, for any and all liabilities incurred as a result of, or arising out of, any act or omission with regard to the use of the Premises regardless of whether said claim or liability is the result of the acts of Lessee or third parties. This indemnity and hold harmless obligation shall survive termination of this Lease.
12. **SIGNS.** No sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed by

Lessee on any part of the outside of the Premises without the prior written consent of the City.

13. **OUTSIDE STORAGE AND DISPLAYS.** No outside storage, including trucks, trailers, or other vehicles, or outside display of merchandise shall be permitted by Lessee.
14. **KEYS AND LOCKS.** Lessee is not permitted to change any lock or place additional locking devices on any door or window of the Premises without the City's written approval prior to installation. If allowed, Lessee must provide the City with keys to any changed lock immediately upon installation.
15. **UTILITIES.** Lessee shall be solely responsible for arranging for and maintaining, in Lessee's own name, all utility services required for the Premises, including but not limited to electricity, water, gas, sewer, telephone, internet, and trash collection. Lessee shall promptly pay all charges for such utility services when due, without offset or deduction, and shall keep all such accounts current throughout this Agreement.
16. **CITY'S RIGHT TO PERFORM.** If Lessee shall default in the performance of any covenant or condition of this Lease required to be performed by Lessee, the City may, at its option, perform such covenant or condition for the account and at the expense of Lessee. The amount of any expense so incurred shall be deemed additional rent and may, at the option of the City, be added to any subsequent installment of the monthly rent due and payable under this Lease, in which event the City shall have the remedies for default in the payment thereof provided by this Lease. The provisions of this paragraph shall survive the termination of this Lease.
17. **CITY'S RIGHT UPON DEFAULT.** If the Premises shall be deserted or vacated for more than seven (7) consecutive days (which in any event Lessee covenants that the insurance herein provided shall be maintained in full force and effect) or if bankruptcy or insolvency proceedings are commenced against or by Lessee in any court, or if proceedings are commenced for the appointment of a Trustee or Receiver of Lessee's property, or if there shall be a default in the payment of rent or any part thereof, or other payment due hereunder, for more than ten (10) days after the due date of said payment (Lessee hereby waives demand and written notice of default from the City), or if there shall be default in the performance of any other covenant, agreement or condition herein contained on the part of Lessee for more than thirty (30) days after written notice by the City, this Lease shall thereupon be terminated at the City's option, and the City shall have the right to re-enter or repossess the Premises and dispossess and remove therefrom Lessee, or other occupants thereof, and their effects, without being liable for any prosecution thereof.
18. **CITY'S RIGHT OF ENTRY.** The City, and its agents or other representatives, shall have the right to enter into and upon the Premises or any part thereof at all reasonable hours for the purpose of inspecting the same or making repairs or alterations which may be necessary for the safety and preservation thereof. Lessee agrees, at any time before the expiration of this Lease, to allow the City to enter upon the Premises and to affix upon any suitable part thereof a notice for reletting same, and that Lessee will not remove same and will permit all persons authorized by the City to view the Premises at reasonable times.
19. **ALTERATIONS.** Lessee shall make no alterations, additions, replacements or improvements to the Premises without the express written consent of the City, which shall not be unreasonably withheld. Any alterations, additions, replacements and improvements made to or upon the Premises during the term of this Lease shall immediately become the property of the City and considered a part of the Premises. Lessee agrees that should it make any alterations, additions, replacements or improvements to the Premises it will not be acting as agent or servant of the City and that it will promptly pay the cost or expense for same. All improvements made to the Premises shall be done in a good workmanlike manner, and done according to Code

requirements from the appropriate governmental agency having jurisdiction. Lessee shall not permit, create, or place any lien or encumbrance of any kind on the Premises. Failure by Lessee to have any such lien or encumbrance removed within thirty (30) days following such filing shall constitute a default hereunder. However, trade fixtures installed by Lessee solely for use in its business shall remain the property of Lessee and may be removed at the expiration of this Lease term, including any applicable renewal terms, provided this Lease shall not then be in default, and provided the Premises be returned to the City in the condition as provided in this Lease.

20. **UPKEEP OF PREMISES.** The City shall, at its own cost and expense, maintain in good repair the roof, foundations, and exterior walls (not including doors, windows and floors); however, the City shall not be obligated to make any repairs of those portions of the Premises that it is obligated to maintain unless it shall be notified in writing by Lessee, and the City shall then have a reasonable period of time to make such repairs; provided, however, that Lessee and not the City shall be responsible for making any such repairs occasioned by the acts of Lessee, its employees, or invitees. The City shall not be liable for any damage or loss occasioned by the City's failure to repair portions of the Premises for which the City is responsible unless it shall have failed to repair the defect within a reasonable time following written demand by Lessee to make the repair. In the event that major repairs are required to the roof, foundation or exterior walls, the City shall have the right to terminate this Lease and require Lessee to deliver possession to the City and thereafter both parties shall be released from any further obligations hereunder.
21. **CASUALTY.** In case the Premises shall be so damaged by fire or other cause as to be rendered untenable (as determined by the City), the City shall have thirty (30) days from date of said casualty to determine the extent of repairs to be done and the time required to perform them. If the damage is such that repairs can be completed within ninety (90) days from commencement of said repairs, the City agrees to make such repairs promptly and to allow Lessee an abatement in rent for such time as the building remains untenable. The City shall commence repairs within sixty (60) days from date of said casualty. If necessary repairs cannot be made within ninety (90) days from date of commencement of such repairs, this Lease shall terminate as of the date the Premises were rendered untenable. In the event of partial loss, the rent shall be abated by a portion equal to the area rendered unfit for use against the total area.
22. **CONDEMNATION.** In the event of the City's receipt of notice of a condemning authority's intention to take by eminent domain a substantial part of the property (as determined by the City) on which the Premises are situated, either party may at any time thereafter, by notice in writing effective on the date of taking or thirty (30) days after the date of service of the notice, whichever shall be earlier, terminate this Lease. In the event of termination of this Lease, Lessee shall have the right to remove all its property and contents but shall have no right to any part of the condemnation settlement or award, except for reasonable moving expenses if specifically set aside for Lessee relocation by the condemning authority.
23. **ASSIGNMENT OR SUBLEASE.** Lessee shall not assign or transfer this Lease or any interest therein, nor sublet the whole or any part of the Premises, nor grant an option for assignment, transfer or sublease for the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law, or by any process or proceeding of any court or otherwise.
24. **LAWS AND REGULATIONS.** In using the Premises, Lessee will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction.
25. **SURRENDER OF THE PREMISES.** Upon termination of this Lease, by expiration of term, or otherwise,

Lessee shall deliver the Premises to the City in the same condition as when possession was taken, ordinary wear and tear excepted. The Premises shall be returned in good order and condition, cleared of all goods, signs and debris, and broom clean. Lessee shall make good all damages to the Premises (ordinary wear and tear excepted) and shall remain liable for holdover rent until the Premises shall be returned in such order to the City.

26. **AMENDMENTS.** Except as otherwise provided herein, no modification or a mendment of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
27. **WAIVER.** None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of any party or its agents or employees, and may be waived only by an instrument in writing signed by an authorized representative of the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any of the provisions or of the same provision on any other occasion.
28. **GOVERNING LAW / VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The parties agree that venue for any legal or other dispute arising under the terms of this Agreement shall lie exclusively in the courts of Wilson County, Tennessee or the United States District Court, for the Middle District of Tennessee.
29. **ATTORNEY'S FEES.** Should it become necessary for the City to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
30. **DISPUTE RESOLUTION.** Prior to either party initiating any legal action against the other party for any breach or alleged breach of this Agreement, the parties agree that said dispute shall be submitted to non-binding mediation. The costs of such mediation shall be split equally between the City and Lessee.
31. **SEVERABILITY.** The provisions of this Agreement are severable and the invalidity of one or more provisions shall not be deemed to limit or otherwise affect the construction of any other provision.
32. **HEADINGS.** The descriptive headings of this Agreement have been inserted for convenience and shall not be deemed to limit or otherwise affect the construction of any provision of this Agreement.
33. **NOTICES.** Notices under this Agreement will not be deemed valid unless given or served in writing and hand delivered or forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

To City: *City of Mt. Juliet
Attention: City Manager
2425 N. Mt. Juliet Road
Mt. Juliet, TN 37122*

To Lessee: *Beckwith Soap, LLC
2397 N. Mt. Juliet Road
Mt. Juliet, TN 37122*

34. **ENTIRE AGREEMENT.** This Agreement together with all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by persons duly authorized, as dated hereafter.

LESSEE: Beckwith Soap, LLC

LESSOR: City of Mt. Juliet

BY: _____

BY: _____

PRINTED: _____

PRINTED: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Approved as to form:

Samantha A. Burnett, City Attorney