



PROTECTIVE RENTAL AGREEMENT

SECTION 1: PROJECT INFORMATION

COUNTY	ITEM NO.	PARCEL	NAME
PROJECT NO.	FEDERAL NUMBER		PROJECT

SECTION 2: AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____ by and between _____, hereinafter referred to as LESSOR, and the Commonwealth of Kentucky, Transportation Cabinet, 200 Mero Street, Frankfort, Kentucky, 40622, hereinafter referred to as LESSEE.

WHEREAS LESSOR owns real estate located at _____ and contains the following improvement that is for rent _____; and,

WHEREAS the LESSEE proposes to acquire said property for a highway improvement project and desires to enter into a Protective Rental Agreement for said real estate subject to the hereinafter stated conditions.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The term of this lease shall be month to month commencing on the _____ day of _____, 20____ and this agreement (lease) may be terminated upon thirty (30) days written notice by either party.
2. LESSEE covenants and agrees to pay the LESSOR the amount of \$ _____ per month for the above mentioned property.
3. LESSOR shall pay all water, gas, electrical, or other utility expenses which may be assessed against said property. LESSOR is responsible for any maintenance or repairs and should carry hazard insurance.
4. LESSOR shall not rent, lease, or sell any part of the above described property to third parties.
5. LESSOR shall indemnify and hold harmless the LESSEE from any and all claims, cause of actions, and demands of any kind or nature arising out of the use of the property pursuant to the Protective Rental Agreement.
6. LESSOR agrees that the terms of this agreement shall survive the execution of any subsequent deed of conveyance.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto this date set out above.

LESSOR _____
SSN _____

LESSEE: TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS