

IN THE COUNTY OF RICHMOND)
)
STATE OF GEORGIA)

LEASE

This Agreement made and entered into this ____ day of _____ 202_ (the “Effective Date”), by and between Augusta, Georgia, (hereinafter referred to as “Augusta”) a political subdivision of the State of Georgia, acting by and through the Augusta Parks and Recreation Department (“Parks”) whose address is 2027 Lumpkin Road, Augusta, GA, and Augusta Rugby Inc., (hereinafter referred to as “Augusta Rugby”) a Georgia corporation whose address is 3540 Wheeler Rd, Ste. 402, Augusta, Georgia.

WHEREAS, Lessor is the owner of real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, which is located on Wood Street in Augusta, Richmond County, Georgia; and

WHEREAS Lessor wishes to lease to Lessee and Lessee desires to lease from Lessor, said property; and

‘WHEREAS, Lessee wishes to provide recreational sports on said property.

NOW THEREFORE, the parties hereto, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DO HEREBY AGREE, as follows:

I. Leased Premises. Lessor, duly authorized, does hereby lease unto Lessee, and the Lessee does hereby lease and obtain for the purposes herein set forth from the Lessor, for Lessee's exclusive use, the area described in the attached Exhibit "A" (hereinafter called the "Leased Premises), further described as the lot bounded by Wood St, Division St, Westview St, and Edgar St in Augusta, GA 30901. "Leased Premises' shall also include any changes, additions alterations, modifications and/or improvements on or to the Leased Premises made in accordance with this Lease Agreement.

II. Term. The term of this Lease Agreement commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31st, and renews automatically on each January 1st, unless terminated earlier in accordance with the termination provisions of this Agreement. The term of this agreement shall terminate absolutely, with no further renewals, ten (10) years from the Effective Date. This Agreement may be extended twice, for ten (10) year terms each, upon written agreement of the Parties. After thirty (30) years from the Effective Date this Agreement shall terminate absolutely and completely and no further extensions shall be allowed. This Lease shall create a leasehold only and not an estate for years.

III. Rental. During the term of this Agreement, Lessee agrees to pay Lessor the rental sum of Ten Dollars (\$10) annually, due every January 1. The failure to pay this sum shall be cause for default.

IV. Utilities. Lessee shall pay all charges for electricity, gas, water, sewer service, sewer treatment, telephone and any other communication or utility service used in or rendered or supplied to the Leased Premises throughout the term of this Agreement.

V. Use of the Leased Premises. Lessee shall use the Leased Premises only for the purpose of providing a place for recreational sports practice and competition.

VI. Repairs and Maintenance. Lessee shall maintain the exterior surfaces of any buildings on the Leased Premises, including any changes, additions, alterations, modifications and/or improvements made by Lessee as provided in Section 8 hereof, normal wear and tear excepted. The Lessee shall keep the Premises neat, clean, free of trash and in good and well-maintained condition with an attractive appearance. Lessor shall repair the exterior fence and gate that runs along the streets bounding the property.

VII. Changes, Additions, Alterations, Modifications, Improvements. Lessee shall be permitted, upon receipt of written consent from Lessor, to make additions, alterations, modification, and improvements to said premises, including but not limited to: move the parking lot; build an additional field; remove the BMX berms, mounds, swales, jumps, landings, and starting gate; tear down minor buildings; remove poles; including poles with lights; remove trees; repair the fence; add gates to fence; add additional irrigation; build a clubhouse; and other alternations, modification, additions, and improvements. Consent from the Lessor shall not be withheld in bad faith and should the Lessor fail to reply within 30 calendar days of a written request to make alterations, the request shall be deemed granted.

VIII. Title to Changes, Additions, Alterations, Modifications, Improvements. It is mutually understood and agreed that title to any changes, additions, alterations, modifications and/or improvements, whether existing on the Leased Premises at the effective date of this Agreement or added to the Leased Premises during the term of this Agreement, and to all of the building and structures and all other improvements of a permanent character that may be built upon the Leased Premises by the Lessee during the term of the Agreement shall remain the property of the Lessor and that fee simple title to the same shall be vested in Lessor.

IX. Inspection by Lessor. Lessor, its authorized agents or representatives shall have the right to enter upon the Leased premises to make inspections; provided, however, that said inspection shall in no event unduly disrupt or interfere with the operation of Lessee. Lessor shall additionally be permitted to inspect the books, papers, and financial records related to the Leased Premises.

X. Taxes. Lessee shall pay any and all personal property taxes that may be assessed against its equipment, merchandise, or other property located on or about the Leased Premises and any franchise fees or other taxes which may be imposed or assessed against Lessee or its leasehold interest.

XI. Rules and Regulations. Lessee agrees that use of the Leased Premises shall be conducted in compliance with all local, state and federal laws, the ordinances of Augusta, Georgia, and the rules and regulations of the Augusta-Richmond County Commission. Lessee further agrees to endeavor to conduct its business in such a manner as will develop and maintain the good will and active interest of the general public. In the operation of the facilities, it is the intent of the parties that Lessee shall be covered under the Volunteer Protection Act of 1997, 42 U.S.C. § 14501, et seq. Lessee specifically agrees that its

operations shall be conducted in compliance with all federal, state and local environmental laws, rules and regulations, and agrees to indemnify and hold harmless Lessor (and each of Lessor's elected officials, officers, agents, employees and representatives), from and against any claims, actions, demands or liabilities of any kind arising out of or relating to Lessee's use of the Leased Premises.

XII. Indemnity: Insurance. Lessee agrees to indemnify and hold harmless Lessor, its officers, agents, and employees from any and all claims in any way related to or arising out of any failure of Lessee to perform its obligations hereunder or related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring in, on or about the Leased Premises during the period from the date of this agreement to the end of the Lease Term, including reasonable attorney's fees and expenses of litigation incurred by Lessor in connection therewith. Lessee further agrees that the foregoing agreement to indemnify and hold harmless applies to any claims for damage or injury to itself and/or any individuals employed or retained by it in connection with any changes/additions/alterations, modifications and/or improvements made to the Leased Premises, and hereby releases Lessor from liability in connection with any such claims. Without limiting the foregoing, Lessee further agrees to maintain at all times during said period, at Lessee's expense, comprehensive and general public liability insurance coverage against claims for personal injury, death and/or property damage occurring in connection with the use and occupancy of the Leased Premises or arising out of their ownership improvement, repair or alteration of the Leased Premises with limits of coverage of not less than \$1,000,000.00 per occurrence. The cost of premiums for all policies of insurance required by this Lease Agreement shall be paid by Lessee. Policies shall be jointly in the names of Lessor and Lessee, and duplicate copies of the policies shall be delivered to Lessor. All policies providing insurance coverage required to be maintained by Lessee hereunder shall list Lessor, the Augusta-Richmond County Commission and its Mayor, Lessee and their officers, agents, members employees and successors as named insureds, as their interests may appear, and shall be issued by an insurance carrier or carriers licensed to do business in the State of Georgia and reasonably acceptable to Lessor. All such policies shall provide that no act or omission of Lessee or its agents, servants, or employees shall in any way invalidate any insurance coverage for the other named insureds. No insurance policy providing any insurance coverage required to be provided by Lessee hereunder shall be cancelable without at least 15 days advance written notice to Lessor. All insurance policies required hereunder, or copies thereof, shall be provided to Lessor by Lessee. Nothing in this provision or Lease Agreement shall be considered a waiver of Lessor's sovereign immunity.

XIII. Assignments. Lessee shall not, without the prior written consent of the Lessor, assign this Lease or any interest thereunder, sublet the Leased premises or any part thereof or permit the use of the Leased premises by any party other than Lessee. Any consent to one assignment or sublease shall not destroy or waive this provision. and all later assignments and subleases shall likewise be made only upon prior written consent of the Lessor. Subtenants or assignees shall become liable directly to the Lessor for all obligations of Lessee, without relieving Lessee's liability.

XIV. Default. In the event that Lessee should fail to observe any of its covenants and obligations as herein expressed or should Lessee abandon the Premises or cease to use the Leased Premises as herein provided, then upon the happening of such event Lessor shall have the option to declare this Lease Agreement terminated and at once take possession of the Leased

Premises. The rights and options given to Lessor under this Paragraph 14 shall not be construed to in lieu of, nor restrictive of, any other rights which Lessor may have under the law for the enforcement of this Lease Agreement. The failure of Lessor to avail itself of any remedy which it may have hereunder shall at no time be construed to a waiver of Lessor's rights.

XV. Termination. Either party may terminate this Lease Agreement upon 90 days' prior written notice. However, should Lessor terminate the lease or any subsequent automatic lease renewal for the 10 years after the effective date of this lease as described in paragraph II of this lease, for any reason other than Lessee's default and/or the provisions of Paragraph 14, Lessor shall have to compensate Lessee for all costs actually spent in improving the property.

XVI. Quiet Enjoyment. Ingress and Egress. Lessor covenants and warrants that Lessee, so long as it shall perform the duties and obligations herein agreed to be performed by it, shall peaceably and quietly have, hold and occupy and shall have the exclusive use and enjoyment of the Leased Premises during the term of this Lease Agreement and any extensions thereof.

XVII. Leased Premises accepted "as-is." Lessee acknowledges and agrees that he has inspected the Leased Premises prior to his execution of this Lease Agreement that he is aware of the condition of the Leased Premises as of the date of execution of this Lease Agreement, and Lessee leases the Leased Premises as is.

XVIII. Notices. All notices, demands, and requests which may or are required to be given by either Lessor or Lessee to the other shall be in writing and shall be deemed to have been properly given when sent postage pre-paid by registered or certified mail (with return receipt requested) addressed as follows:

If intended for Lessee:

Augusta Rugby Inc.
3540 Wheeler Rd, Ste. 402
Augusta, GA 30909

If intended for Lessor:

Augusta, Georgia
Office of the Mayor
535 Telfair Street, Suite 200
Augusta, GA 30901

With a Copy to:

General Counsel
Augusta Law Department
535 Telfair Street, Building 3000
Augusta, GA 30901

Augusta Parks and Recreation Department
Director
2027 Lumpkin Road
Augusta, GA 30906

Either party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

XIX. Exculpation; Indemnity. Wherever in this Agreement Lessor's liability is limited, modified or exculpated or Lessee agrees to indemnify or hold Lessor harmless or have Lessor named as an additional insured, the term Lessor shall mean and include the Augusta-Richmond County Commission (including its Mayor) and its members, officers, elected officials, agents, servants, employees and successors in office.

XX. Covenants Bind and Benefit Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no one shall have any benefit or acquire any rights under this Agreement pursuant to any conveyance, transfer, or assignment in violation of any of its provisions.

XXI. Lessor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Lessor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Lessor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Lessor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Lessor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Lessor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Lessor. Lessor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

XXII. Governing Law. This Agreement shall be governed and interpreted by the laws of the state of Georgia.

XXIII. Venue. All claims, disputes and other matters in question between all parties arising out of or relating to this agreement, or the breach thereof, shall be decided in the in the court located in Richmond County, State of Georgia and all parties hereby waive the challenge to personal jurisdiction of the courts located in Richmond County, State of Georgia.

XXIV. Entire Agreement. This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall construe a waiver of either party's duty to strictly comply with the terms hereof.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Augusta Rugby, Inc.

Augusta, Georgia

By:_____

By:_____

Name:_____

Name: Garnett L. Johnson

Title:_____

Title: Mayor

Date:_____

Date:_____

Attest:

Lena J. Bonner, Clerk of Commission

