

STATE OF GEORGIA)
)
) LEASE AGREEMENT
RICHMOND COUNTY)

THIS LEASE AGREEMENT, made this ____ day of _____, 2023, by and between, Augusta, Georgia, a political subdivision of the state of Georgia (hereinafter referred to as "Lessor"), by and through its Parks and Recreation Department and Augusta National, Inc., a domestic profit corporation with business address of 2604 Washington Road, Augusta, GA (hereinafter referred to as "Lessee");

WITNESSETH:

1. Premises: The Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter set forth, to be paid, kept and performed by the Lessee, does hereby lease unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following property described as the parking facilities located at 1420 Eisenhower Drive, Augusta, Georgia 30904, more commonly referred to Eisenhower Park (the "Premises").
2. Term: The commencement of this Lease shall be the effective date, and this Lease shall terminate absolutely and without further obligations on the part of Augusta each and every May 31st, unless terminated earlier in accordance with the termination provisions of this Agreement and automatically renew on each June 1st. The Lease shall be for three (3) years, with two (2) one-year renewal options upon mutual written agreement by the parties. If the Lease is not renewed, or a renewal option not exercised, the Lease shall terminate absolutely.

3. Rental: Lessee shall pay to Lessor during the term according to the following schedule:

Year 1 (2023): Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00)

Year 2 (2024): Five Thousand Dollars (\$5,000.00)

Year 3 (2025): Five Thousand Dollars (\$5,000.00)

Optional Year 1 (2026): Five Thousand Dollars (\$5,000.00)

Optional Year 2 (2027): Five Thousand Dollars (\$5,000.00)

The lease payment shall be payable at least thirty (30) days in advance of the first day of the Lease term. Lessor agrees to provide a receipt to Lessee for payment received. Lessor shall provide Lessee with a receipt evidencing such payment. The terms of this Lease supersede any and all provisions of the Georgia Prompt Pay Act.

4. Use of Premises: The Premises shall only be used for the purpose of providing parking to Lessee's event patrons, and for no other purpose without the advance written consent of Lessor. The Premises shall not be used for any illegal purpose, in any manner that creates a nuisance or trespass, or in any manner to invalidate the insurance or increase the rate of insurance on the Premises.

The use of the premises shall be limited to the first Saturday of the Month of April and shall end on the Second Monday of the Month of April, at midnight, unless sooner terminated by either Lessor or Lessee as herein provided or otherwise agreed to by written amendment to this Lease. The following dates correspond with the dates of the applicable lease year:

Year 1: April 1, 2023 through April 10, 2023.

Year 2: April 6, 2024 through April 15, 2024.

Year 3: April 5, 2025 through April 14, 2025.

Option Year 1: April 4, 2026 through April 13, 2026.

Option Year 2: April 3, 2027 through April 12, 2027.

5. Special Conditions: Upon entering into this Lease Agreement, Lessee shall meet the following conditions:

(a) All vehicles on the premises must be parked in designated parking spaces. At no point will vehicles be allowed to park on the grass, sidewalks, or any other areas or surfaces that are not designated as parking spaces; and

(b) If vehicles are parked in any areas or surfaces not designated as parking spaces, Lessee is solely responsible for the repair of any damage that occurs to said areas.

(c) Prior to the conclusion of the event, Lessee shall restore and clean the premises to a condition that is equal to or better than the condition of the premises upon the beginning of the lease term; and

(d) Should Lessee choose to operate a vehicle(s) on the premises, Lessor shall not be responsible for damage to Lessee's vehicle(s), regardless if such damage is caused by other vehicle(s) or persons(s) in the parking lot(s) or the surrounding park area; and

(e) Should Lessee choose to operate a vehicle(s) on the premises, Lessor shall not be responsible for any damage or loss to possessions or items left in Lessee's vehicle(s).

6. Ownership: The premises shall remain the property of the Lessor throughout the term of the lease.

7. Destruction of or Damage to Premises, Force Majeure: If the Premises are totally destroyed by storm, fire, flood, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction.

"Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Lease. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, and local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

8. Assignment and Subletting: Lessee may not sublease all or any portion of the Premises or assign this Lease or any interest hereunder, without prior written consent of the Lessor. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against Augusta

9. Signs: Lessee shall place no sign or signs upon Premises except with the written consent of the Lessor. Any and all signs placed on the Premises by Lessee with the consent of the Lessor shall be maintained in compliance with rules and regulations governing such signs and the Lessee shall be responsible to Lessor for any damage caused by installation, use, or maintenance of said signs, and Lessee agrees upon removal of said signs to repair all damages incident to such removal.

10. No Estate in Land: This Lease Agreement shall create the relationship of Lessor and Lessee between the parties hereto and no estate shall pass out of Lessor during the term of the lease.

11. Termination: Lessor may terminate this Agreement in part or in whole upon thirty (30) days' written notice to the Lessee. Lessor has the right to terminate this Lease for any reason or for no reason, but may exercise the Lease termination if, for example, in any instance the Premises are no longer used by the Lessee to provide parking, are used for an illegal purpose, are used to create a nuisance or trespass, or are used so as to invalidate the insurance or increase the rate of insurance on the Premises. Lessee may terminate this agreement at any time upon thirty (30) days' written notice to Lessor; however, in doing so, Lessee shall relinquish all rights, claims or interest, present or future, in the premises. Upon Lessee's termination of this Agreement, Lessor shall immediately take possession of the Premises and Lessor shall be free to do with said Premises as it sees fit.

12. Holding Over: If Lessee remains in possession of Premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at will at the rental rate in effect at the end of this Lease; and there shall be no renewal of this Lease by operation of law.

13. Rights Cumulative: All rights, powers and privileges conferred hereunder upon Lessor shall be cumulative but not restrictive to those given by law.

14. Service of Notice: Any notice, demand, request, approval, consent, or other communication (hereinafter referred to as "notice"), which Lessor or Lessee may be required to permit to give to each other shall be in writing and shall be mailed in an official United States Post Office, certified or registered mail, return receipt requested, with adequate postage

prepaid, to the other party at the address as each party as designated in this Lease or shall have changed by proper notice in writing to the other. Such addresses are as follows:

Lessor: Augusta, Georgia
Office of the Mayor
Mayor Garnett L. Johnson
535 Telfair Street, Suite 200
Augusta, GA 30901

With copies to:

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

Lessee: Augusta National, Inc.
2604 Washington Road
Augusta, Georgia 30904

If notice is not an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date when the receipt is signed, refused or returned unclaimed. If the notice is an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date postmarked by the United States Postal Service. In the event of a postal strike or other interference with the regular delivery of mail, notices may be served in person or by email in lieu of certified or registered mail, but shall be effective upon receipt.

15. Indemnification: Lessee specifically agrees that its operations shall be conducted in compliance with all federal, state and local laws, rules and regulations and agrees to indemnify and hold harmless Lessor, Lessor's officers, employees, and agents, harmless from and against all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, expert fees and reasonable attorneys' fees) which may be incurred by, charged to, or recovered from the foregoing (i) by reason or on account of damages to or destruction of the property of Lessor, or any property of, injury to or death of any person, resulting from or arising

out of Lessee's use of the premises (except when such damages, destruction, injuries or death arise solely by reason of Lessor's negligence), or

(ii) arising out of the failure of Lessee to keep, observe or perform any of the agreements or conditions of this Agreement. Lessee will refer to Lessor promptly upon notice thereof, any claim made or suit instituted against it which, in any way, affects Lessor or its insurer, and either Lessee shall defend or compromise same following notice from Lessor, then Lessor shall have the right to compromise and defend the same to the extent of its interests, with all cost to be borne by Lessor. This Lease shall not be construed as waiving any of Augusta, Georgia's sovereign immunities conferred to it.

16. Waivers of Rights: No failure of Lessor to exercise any power given it hereunder or to insist upon strict compliance by Lessee with any of its obligations hereunder and no custom or practice of the Lessor at variance with the terms hereof shall constitute a waiver of Lessor's right to demand strict compliance with terms hereof.

17. Time of Essence: Time is of the essence of this Agreement.

18. Inspection by Lessor: Lessor, its authorized officers, employees, agents or representatives shall have the right to enter upon the premises to make inspections during regular business hours when a representative of the Lessee is present, or at any time in case of emergency and/or to determine whether Lessee has complied with and its complying with the terms and conditions of this agreement; provided, however, that said inspection shall in no event unduly disrupt or interfere with the operation of the Lessee.

19. Insurance: Lessee hereby agrees to maintain at all times at Lessee's expense, comprehensive general public liability insurance coverage for claims against bodily and property damage occurring in connection with the use and occupancy of the leased premises in an amount not less than one million dollars (\$1,000,000.00) on account of an occurrence, with an aggregate limit of one million dollars (\$1,000,000.00). Lessee hereby agrees to also maintain at all times at Lessee's expense, Workmen's Compensation Insurance. All policies including insurance coverage requirement to be maintained by Lessee shall be issued by an insurance carrier or carriers, licensed to do business in the State of Georgia having an "A" or better rating. Upon request, Lessee and Lessor thereof shall provide a certificate of all insurance required hereunder to the other. Augusta, Georgia shall be named as an additional insured, except for worker's compensation, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

20. Open Records: The Lessee acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act. (O.C.G.A. § 50-18-70, et seq.). Lessee shall cooperate fully in responding to such request and making all records, not exempt, available for in section and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.

21. Governing Law: This Agreement shall be governed and interpreted by the laws of the State of Georgia.

22. Venue: All claims, disputes and other matters in question between the Lessor and the Lessee arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Lessee, by executing this

Agreement, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

23. Acknowledgement. Lessee acknowledges that this Lease 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, Lessee is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Lessee'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 Lessee may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Lessee agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor 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 Lessee. Lessee 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

24. Entire Agreement: This Lease 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. This Agreement may only be amended in writing signed by both parties. If any term or provision

of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LESSOR: AUGUSTA, GEORGIA

By: _____

**The Honorable Garnett L. Johnson
Mayor**

Date: _____

By: _____

Lena J. Bonner
Clerk of the Commission

Date: _____

DEPARTMENT APPROVAL:

By: _____

Maurice McDowell
Director, Augusta Parks & Recreation

Date: _____

LESSEE: Augusta National, Inc.

By: _____

Name: Steven P. Ethun
Title: Senior Director, Masters Tournament

Date: _____

By: _____

Name: _____
Title: _____

Date: _____