

LEASE AGREEMENT

THIS LEASE AGREEMENT, is made this _____ day of _____, 2025,
by and between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia,
hereinafter referred to as “Lessor,” and THE EAST AUGUSTA BROTHERHOOD
ASSOCIATION, hereinafter referred to as “Lessee,” both collectively referred to herein as
“Parties.”

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 Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions, which hereinafter appear, the following described property: Property located on Sand Bar Ferry Road, Augusta, Georgia, and formerly known as Fire Station No. 19, hereinafter referred to as “Premises”.

2. Term: The term of this Lease shall begin on the date of full execution below and, subject to the option to renew set forth in this paragraph (2), shall end on the 31st day of December 2030, at midnight, unless sooner terminated by either Lessor or Lessee as herein provided. Each party shall have the right to terminate this Lease at any time during the initial term, or any renewal term, for any reason, upon 60 days advance written notice to the other party. The parties may renew this Lease for one or more additional five-year terms (each to commence on January 1, and end at midnight on December 31, of the applicable calendar year)

by written agreement executed by each party no later than the 30th day immediately preceding the end of the term being so renewed.

3. Rental: Tenant shall pay to Landlord during the term of this Lease a yearly rental payment in the amount of \$1.00 payable in advance on the first day of the Lease term.

4. Use of Premises: The Premises shall be used for the headquarters of the neighborhood association and for conducting neighborhood and community-related activities and for no other purpose without the advance written consent of Lessor. The Premises shall neither be used for any illegal purpose or in any manner to create any nuisance or trespass, nor in any manner to invalidate the insurance or increase the rate of insurance on the Premises.

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

6. Assignment and Subletting: Lessee may not sublease any portion of the Lease Premises, assign this Lease or assign any interest hereunder without the prior written consent of the Lessor.

7. Signs: Lessee shall place no sign or signs upon Premises except with the prior written consent of the Lessor. All signs placed on 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 to the Premises caused by the installation, use, or maintenance of said signs. Lessee agrees that upon removal of said signs, to repair all damages caused to Premises by such removal.

8. Repairs, Alterations and Additions: All repairs, alterations or additions made to Premises hereby leased by the Lessee, shall be, and remains, part of Premises hereby leased by

the Lessee, and shall be surrendered to Lessor by the Lessee upon expiration of the term of this Lease. Any alterations or additions to Premises or any repairs, which may affect the physical appearance of Premises, shall not be made without the advance written approval of the Lessor. All repairs, alterations and additions to the Premises shall be performed in a good and workmanlike manner, using new materials and equipment, and performed in compliance with all safety codes and regulations. In the event any repairs, additions, alterations or improvements are made by Lessee after obtaining the written consent of Lessor through a contractor, Lessee agrees that it will closely supervise such work and ensure that all laborers and materialmen are promptly paid so that no lien will accrue or be filed against Premises. In the event Lessee hires laborers and/or purchases material for the improvement of Premises, Lessee shall promptly pay all charges for such labor and materials when same becomes due so that no liens will accrue or be filed against Premises, and no claim can be asserted against Lessor for such payment.

Lessor shall have the right to call upon Lessee for a statement or other information concerning the payment of any contractor, laborer and/or materialman who may have furnished labor or materials for the improvement of Premises, and Lessee agrees to immediately, upon request, give complete and accurate information to Lessor. Lessee shall have the right to remove Lessee's personal property, in the nature of trade and/or business fixtures, from Premises at the expiration of this Lease. Lessee shall, at its own expense, repair any damage to Premises which may result from the removal therefrom of any such personal property. No language in this lease shall be construed to authorize Lessee to remove from Premises any heating or air conditioning equipment, any electric wiring, electric fixtures, switches, duct work, pipes, plumbing fixtures, ceiling fans, or any similar materials or equipment that may have been installed by Lessee. Such materials shall, upon installation, become the property of Lessor upon termination of this Lease.

Lessee shall be responsible for maintaining the Premises, including, but not limited to, architectural elements and systems (including roofs), mechanical, electrical, and plumbing systems and equipment, and all preventative maintenance to include painting. Lessee's responsibility is subject to the limits and conditions as stated herein. Lessee shall perform preventative maintenance to Premises on a schedule agreed to by Lessor, and such maintenance shall be done at a level acceptable to Lessor. Subject to limits and conditions as stated herein, Lessee shall be responsible for all major repairs such as HVAC repairs, service, and/or replacement and roofing repairs, service and/or replacement. Lessee shall be responsible for the repair of damage it causes, to Premises and the damage caused by its invitees, licensees, agents, employees, or any third party that is on Premises on behalf of Lessee. Lessee shall be required to make all repairs that are needed because of damage caused by Lessee, its invitees, licensees, agents, or employees, or any third party that is on the Premises on behalf of the Lessee. The cost of such repairs shall be the sole responsibility of Lessee whether or not Lessee opts to terminate this Lease agreement.

Lessor shall not be required to make any repairs except where such repairs are required because of actions of Lessor, its officers, agents, or employees.

9. No Estate in Land: This contract shall create the relationship of Lessor and Lessee between the parties hereto and no estate shall pass out of Lessor.

10. 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.

11. Exculpation and Indemnification: Premises are being leased to Lessee “AS IS”, and Lessee accepts said Premises in its present condition and acknowledges that it has inspected same and found Premises suitable for its intended use. If any repairs to or improvements on said Premises covered by this Lease are required during the term of this Lease, the cost of same shall be paid by Lessee. It is an express condition of this Lease Agreement that, Lessor, its officers, agents, and employees, shall be free from any and all claims, debts, demands, liabilities, or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury, or damage to any person or persons or damage or destruction of property or loss of use thereof, whether it be the person or property of Lessee, its invitees, licensees, agents, or employees, or any third persons, from any cause or causes whatsoever arising from any event or occurrence in or upon Premises or any part thereof, or otherwise arising from Lessee’s operations; and, indemnify and hold harmless Lessor, its officers, agents, and employees, against any and all such claims, demands, debts, liabilities, and causes of action, including reasonable attorney’s fees and costs to be incurred by Lessor in defending same.

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

13. 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 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 has designated in this Lease or shall have changed by proper written notice to the other. Such addresses are as follows:

Lessor:

AUGUSTA, GEORGIA

c/o ADMINISTRATOR
535 TELFAIR STREET, ROOM 901
AUGUSTA, GEORGIA 30901

With Copy to:

AUGUSTA, GEORGIA LAW DEPARTMENT
ATTN: GENERAL COUNSEL
535 TELFAIR STREET, Bldg. 3000
AUGUSTA, GEORGIA 30901

AUGUSTA, GEORGIA FIRE DEPARTMENT
ATTN: FIRE CHIEF
3117 DEANS BRIDGE ROAD
AUGUSTA, GEORGIA 30906

Lessee:

THE EAST AUGUSTA BROTHERHOOD
ASSOCIATION
635 SAND BAR FERRY ROAD
AUGUSTA, GEORGIA 30901

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 electronic mail in lieu of certified or registered mail and shall be effective upon receipt.

a. 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 including without limitation, members of the Augusta Commission, members of Augusta Fire Department and the officers, employees and agents of each, 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 Premises, 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.

14. Waiver 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 Lessor at variance with the terms hereof shall constitute a waiver of Lessor's right to demand strict compliance with the terms hereof.

15. Time of Essence: Time is of the essence with this Agreement.

16. 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.

17. Taxes: Lessee shall pay all personal property taxes legally assessed against its equipment, furniture or other personal property located on Premises.

18. Insurance: Lessee hereby agrees to always maintain, at its expense, comprehensive general public liability insurance coverage for claims against bodily and/or

property damage occurring in connection with the use and occupancy of Premises. Lessee hereby agrees to also always maintain at its expense, Worker's Compensation Insurance. All policies, including insurance coverage requirements to be maintained by Lessee, shall be issued by an insurance carrier or carriers, license to do business in the State of Georgia having an "A" or better rating. Upon request, Lessee shall provide a certificate of all insurance required hereunder to Lessor.

19. Open Records: 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 inspection and/or 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.

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

21. Venue: All claims, disputes or other matters in question between Lessor and Lessee arising out of, or relating to, this Lease 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 venue in the Superior Court of Richmond County, Georgia.

22. 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.

23. Breach: Upon the failure of Lessee to observe or comply with any of the provisions of this Agreement, Lessor may immediately terminate this Agreement and institute such action as is necessary to recover possession of Premises and evict Lessee.

24. Default, Termination, and Continuance of Lease:

- a. Abandonment by Lessee. Lessee shall occupy Premises continuously throughout the term of this Agreement and shall not for any cause whatsoever, unless otherwise specifically permitted under this Agreement, desert, surrender, abandon, or cease operation/possession of Premises during the term of this Agreement.
- b. During the Term or any Renewal Term, either Lessor or Lessee may terminate this Agreement at any time with a sixty (60) calendar day notice.
- c. Lessee shall vacate Premises promptly upon termination of this Agreement. Any holding over or continued use, or occupancy of Premises by Lessee after termination of this Agreement, without the express written consent of Lessor, shall not constitute a Tenancy-At-Will, but Lessee shall be a Tenant-At-Sufferance and shall be required to vacate Premises immediately without notice. There shall be no renewal or extension of the term of this Agreement by operation of law. Lessee agrees to the provisions of O.C.G.A. §44-7-50 *et. seq.* shall apply, permitting summary dispossession.
- d. Upon such termination, Lessee shall surrender Premises to the Lessor and shall remove all of its personal property from same, and without requiring legal action to be taken by Lessor, Lessor may enter upon Premises and take immediate possession and control of Premises to the complete exclusion of Lessee.
- e. Lessee agrees to return Premises to Lessor upon the expiration or termination of this rental agreement in as good condition and repair as when first received; normal wear and tear expected.

[SIGNATURES ON THE FOLLOWING PAGE]

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

AUGUSTA, GEORGIA

**THE EAST AUGUSTA BROTHERHOOD
ASSOCIATION**

LESSOR

LESSEE

By _____
Garnett L. Johnson, as its Mayor

By Claude L. Jones
As its _____

Attest: _____
Lena J. Bonner, Clerk of Commission

Sworn to and subscribed before me this 5th
day of February, 2025.

Melissa Antonette Davis
Notary Public

