

## **Parking Space Lease Agreement**

This Parking Space Lease Agreement (the "Lease") is entered into by and between COLUMBUS, GEORGIA, a consolidated city-county government, ("Lessor") and PIZZA HOLDINGS INTERNATIONAL LLC, a Georgia limited liability company, ("Lessee") subject to the following terms and conditions:

### 1. **Parking Spaces.**

Lessor leases to Lessee, at the rental and on the terms and conditions hereinafter set forth, seven (7) parking spaces to the lessee's property line and an adjacent, Six (6) parking spaces, only, hereinafter "Parking Spaces", which Parking Spaces are located at 501 12<sup>th</sup> Street, Columbus, Muscogee County, Georgia, all as indicated by signage, which Parking Spaces are located adjacent to the building owned by Lessee at 519 12<sup>th</sup> Street, Columbus, Georgia, with Lessor's property being more particularly shown on Exhibit "A", attached hereto and made a part hereof; with Lessee's property being more particularly shown on Exhibit "B", attached hereto and made a part hereof, and with such Parking Spaces at the aforementioned location being more particularly delineated, together with adjacent property to be used, only, for access of ingress, egress and regress to and from same, on Exhibit "C" hereof.

### 2. **Nature of Agreement.**

Lessee understands and acknowledges that the Parking Spaces consist exclusively of seven (7) unattended parking spaces totaling 2,502.5 Square feet, and that this Lease constitutes a license of the referenced parking spaces, only. This Agreement does not constitute a contract of deposit or bailment, and the parties hereto do not intend to create any contract of deposit or bailment as a result of this Lease. This Agreement is intended to create a license only granting to the Lessee the right to use the designated Parking Spaces totaling 2,502.5 Square feet. Despite the nomenclature stated herein, no Lessor-Lessee relationship is intended. The Lessee's sole use of the Parking Spaces shall be for the construction of an exterior covered dining patio and enclosed storage structure to be used by guests of Lessee at its restaurant.

In addition, Lessee understands and acknowledges that the secondary Parking Spaces consist exclusively of six (6) unattended parking spaces totaling 1,408 square feet, and that this Lease constitutes a license of the referenced parking spaces, only. This Agreement does not constitute a contract of deposit or bailment, and the parties hereto do not intend to create any contract of deposit or bailment as a result of this Lease. This Agreement is intended to create a license only granting to the Lessee the right to use the designated Parking Spaces totaling 1,408 square feet. Despite the nomenclature stated herein, no Lessor-Lessee relationship is intended. The Lessee's sole use of the Parking Spaces shall be for a non-permanent events tent to be used by guests of Lessee at its restaurant.

3. **No Service Provided; Repairs, Maintenance and Alterations.**

The parties hereto understand and agree that this Lease is a land lease, and that the Lessor shall not be required to furnish any services, facilities or to make any repairs or alterations in or to the Parking Spaces and adjacent property of Lessor used by Lessee. The Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement and maintenance of the Parking Spaces and adjacent property of Lessor used by Lessee. The Lessee shall maintain the Parking Spaces and adjacent property of Lessor used by Lessee hereunder, in a clean, well ordered, slightly, first class fashion, and substantial condition of repair and appearance, ordinary wear and tear and casualty excepted. The Lessee shall keep the Parking Spaces and adjacent property of Lessor used by Lessee, as well as adjacent property owned by Lessor not leased hereunder, clear of refuse and debris. The Lessee shall not make any alterations, additions or improvements to the Parking Spaces and adjacent property of Lessor used by Lessee without the prior written approval of the Lessor. The Parking Spaces and adjacent property of Lessor used by Lessee, as well as adjacent property owned by Lessor not leased hereunder, shall, at all times, be kept so as to allow for uninterrupted pedestrian and vehicular right of way and passage by Lessee and by Lessor and by their respective guests, invitees, employees, independent contractors, and agents.

4. **Term.**

(a) The term of this Lease shall be for five (5) years, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (“Commencement Date”) and terminate at midnight prior to the sixth (6<sup>th</sup>) anniversary date of such Commencement Date.

(b) Provided Lessee is in full compliance herewith and not in default in any of the terms and conditions hereof, then Lessor grants to Lessee the option to renew the within Lease, under the same identical terms and provisions herein contained, except for the rental due under Section 5 (b) hereof, for an additional five (5) year period, commencing on the sixth (6<sup>th</sup>) anniversary date of the Commencement Date, and terminating at midnight, on the day immediately preceding the eleventh (11<sup>th</sup>) anniversary date of such Commencement Date.

(c) Provided Lessee is in full compliance herewith and not in default in any of the terms and conditions hereof, then Lessor grants to Lessee the option to renew the within Lease, under the same identical terms and provisions herein contained, except for the rental due under Section 5 (b) hereof, for an additional five (5) year period, commencing on the eleventh (11<sup>th</sup>) anniversary date of the Commencement Date, and terminating at midnight, on the day immediately preceding the sixteenth (16<sup>th</sup>) anniversary date of such Commencement Date.

(d) The options to renew herein granted to Lessee under Sections 4 (b) and (c) hereof may only be exercised upon the giving of respective ninety (90) day prior written notices of such exercise by Lessee to Lessor. The failure, or inability due to default, of Lessee to exercise the option herein granted, in accordance herewith, shall result in the termination of the within Lease as of the end of the initial or then renewal term hereof, with no further renewal right or option hereunder, in any way, whatsoever, and with all subsequent renewal rights or options to lapse, in all respects, being of no further consequence or affect, whatsoever.

5. **Rent.**

(a) Lessee shall pay to Lessor rent in the cumulative amount of \$1,000 per year for all Parking Spaces leased hereunder. Such rent must be received by the Lessor on or before the Commencement Date and midnight prior to each annual anniversary of the Commencement Date thereafter for such original five (5) year term of this Lease.

(b) In the event Lessee exercises the option to renew, provided in Paragraph 4(b) hereof, then Lessee shall pay to Lessor rent in the cumulative amount of \$1,000 per year for all Parking Spaces leased hereunder. Such rent must be received by the Lessor on or before the sixth (6<sup>th</sup>) anniversary date of the Commencement Date and immediately preceding midnight on the seventh (7<sup>th</sup>), eighth (8<sup>th</sup>), ninth (9<sup>th</sup>), and tenth (10<sup>th</sup>) respective anniversaries of the commencement date.

(c) In the event Lessee exercises the option to renew, provided in Paragraph 4(c) hereof, then Lessee shall pay to Lessor rent in the cumulative amount of \$1,000 per year for all Parking Spaces leased hereunder. Such rent must be received by the Lessor on or before the eleventh (11<sup>th</sup>) anniversary date of the Commencement Date and immediately preceding midnight on the twelfth (12<sup>th</sup>), thirteenth (13<sup>th</sup>), fourteenth (14<sup>th</sup>), and fifteenth (15<sup>th</sup>) respective anniversaries of the commencement date.

(d) In the event Lessee exercises the option to renew, provided in Paragraph 3(c) hereof, then Lessee shall pay the Basic Rent paid during the immediately preceding five (5) year period, in monthly installments, during the sixteenth, seventeenth, eighteenth, nineteenth, and twentieth years of the second renewal term hereof, adjusted, however, in accordance with Paragraph 4(a)(ii)(5) hereof

(e) Rental payments received after the 5<sup>th</sup> business day from date due shall be considered late and a late fee of (\$50.00) will be charged to the Lessee accordingly.

6. **Late or Non-Payment.**

In the event of any non-payment or of any late payment, Lessor has the right to terminate the within Lease and to bar any vehicles from being parked in the Parking Spaces leased hereunder, as well as to tow, remove or disable vehicles at the sole risk of Lessee. Lessee shall pay for any and all related costs for any towing, removal, and/or impounding arising here from, with Lessee fully saving, indemnifying and holding Lessor harmless from any and all of such related costs and expenses, as well as liability for such towing, removing or disabling.

7. **Liability.**

Lessee agrees to save, indemnify, defend, and hold Lessor harmless against all liability, loss, cost, damage, or expense, including reasonable attorney's fees, arising out of any occurrence or omission causing personal injury, loss of life, or damage to property whatsoever occurring on, in, or about the Parking Spaces, or occurring to the Parking Spaces, including without limitation

damage or injury caused by: (a) a defect in the Parking Spaces; (b) the fault, negligence, or intentional acts of Lessee, Lessee's invitees, or of anyone else; and/or (c) the failure of the Lessee to comply fully with the covenants and obligations under this Lease. Lessee assumes responsibility for the condition of the Parking Spaces and adjacent property owned by Lessor being used by Lessee's invitees for access of ingress, egress and regress to and from the Parking Spaces, and Lessee agrees that Lessee and Lessee's invitees shall utilize the Parking Spaces and adjacent property owned by Lessor at their own risk and peril. The Lessee shall fully save and indemnify the Lessor (and its officers, directors and employees) against, and hold the Lessor (and its officers, directors and employees) harmless from, any and all losses, damages, claims, liabilities, judgments, costs and expenses (including the reasonable cost and expense of defending any claim), arising directly or indirectly, during the term of this Lease out of any act, omission or negligence of the Lessee, its agents, employees, consultants, affiliates, guests, and invitees.

8. **Insurance.**

(a) Lessee shall procure, and maintain in full force and effect at its sole cost and expense at all times during the term of this Lease, with insurers approved by Lessor: (1) comprehensive general liability insurance applicable to the Premises with limits of liability of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence for injury to persons, including death resulting therefrom, and \$500,000.00 per occurrence for damage to the property of others, with not more than \$2,500 deductible; (2) insurance with respect to Lessee's and its property on the Premises and any alterations, remodeling or improvements made or installed by Lessee on the Premises, in an amount equal to the full replacement value of the property insured, and which insures against the perils of fire, windstorm, earthquake, flood, riot, theft, vandalism, and malicious mischief, sprinkler leakage, and explosion, and (3) such other insurance, to include casualty loss and worker's compensation, on the Premises and Improvements and in such amounts as may from time to time be reasonably required by Lessor against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated.

(b) All insurance required to be maintained pursuant to this paragraph shall: (1) name Lessor as an additional insured; (2) provide that the policy cannot be cancelled as to Lessor except after the insurer gives Lessor fifteen (15) days written notice of cancellation; (3) provide that the policy cannot lapse if it is not renewed for any reason except after the insurer gives Lessor fifteen (15) days written notice of non-renewal; (4) provide that no material change in coverage provided by the policy shall be effective except after the insurer gives Lessor fifteen (15) days written notice of the change; (5) shall state that notice of any claim against Lessor shall be deemed to have occurred only when Lessor has received actual notice, and has actual knowledge of the claim, and (6) not be subject to invalidation as to Lessor by reason of any act or omission of Lessee.

(c) Lessee shall not obtain or maintain in force any other insurance policy which might have the effect of reducing the loss payable to Lessor under the coverage required under this paragraph. Immediately upon the issuance of the policy or policies required under this paragraph, Lessee shall deliver a duplicate original policy to Lessor, together with evidence satisfactory to Lessor that the premiums have been paid for a period of at least one year from the Commencement Date. Not less than fifteen (15) days prior to the expiration of a policy required under this paragraph, Lessee shall pay the premium for renewal for a period of not less than one year and deliver to Lessor a renewal policy or endorsement evidencing the renewal, together with evidence

satisfactory to Lessor that the renewal premium has been paid.

(d) Each such insurance policy shall contain a provision permitting Lessee to waive all rights of recovery by way of subrogation, for Lessee and Lessee's insurer, substantially in the following form: "This insurance policy shall not be invalidated, and shall remain in full force and effect, if the insured waives in writing prior to a loss any or all right of recovery against any party for a loss occurring to the property covered by this policy. Lessee waives, during the term of this Lease, any and all rights of recovery and claims against Lessor, Lessor's officers, employees and agents, to the full extent that indemnification is due under the insurance coverage required by this paragraph."

(e) All of the above required insurance coverage shall be placed with insurers licensed within the State of Georgia and who maintain an A.M. Best rating of A- VII or better.

9. **Items Left in Vehicle.**

Lessor shall not be responsible for any loss, damage, or theft to any property left in any vehicle while in, or being driven to and from, the Parking Spaces or the adjacent property owned by Lessor, with Lessee fully saving, indemnifying, defending, and holding Lessor harmless against all liability, loss, cost, damage, or expense, including reasonable attorney's fees, arising out of any occurrence or omission causing loss, damage to or theft of any such property.

10. **Damage to Vehicle.**

Lessor shall not be responsible for the loss, damage, or theft of any vehicle in, or being driven to and from, the Parking Spaces or the adjacent property owned by Lessor, with Lessee fully saving, indemnifying, defending, and holding Lessor harmless against all liability, loss, cost, damage, or expense, including reasonable attorney's fees, arising out of any occurrence or omission causing loss, damage or theft to any such vehicle.

11. **Expenses and Attorney's Fees.**

Should either Lessor or Lessee employ an attorney to institute a legal proceeding against the other party for the purpose of collecting any monies due hereunder or in enforcing any of the provisions hereof, the non-prevailing party in any action pursued in a court of competent jurisdiction (the finality of which is not legally contested) shall pay to the prevailing party all reasonable costs and expenses, including attorney's fees, expended or incurred in connection with such proceedings.

12. **Assignment and Sublet.**

Lessee's rights and obligations hereunder shall be personal and indivisible. Lessee shall not have the right to assign or sublease this Lease or the Parking Spaces or adjacent property owned by Lessor.

13. **Alterations.**

Lessee is permitted to make any alterations, additions, or improvements to the Parking

Spaces and adjacent property owned by Lessor, with written consent from Lessor, which consent may be withheld in the Lessor's sole judgment and absolute discretion.

14. **Access to Premises.**

Lessor and its duly authorized representatives shall have the right at all times, with or without notice, to enter the Parking Spaces and every part thereof for the purposes of inspecting, examining, or performing maintenance upon the same, or enforcing the provisions hereof.

15. **Early Termination.**

Lessor, in its governmental capacity, may terminate this Lease with thirty (30) days prior written notice to Lessee, if it determines, in its sole judgment and absolute discretion, that the Parking Spaces are required for other purposes.

16. **Interpretation.**

This Lease is declared to be a Georgia contract, and all of the terms herein shall be construed according to the laws of the State of Georgia.

17. **WAIVER OF JURY TRIAL, JURISDICTION AND VENUE.** IN ORDER TO AVOID THE ADDITIONAL TIME AND EXPENSE RELATED TO A JURY TRIAL ON ANY MATTERS ARISING HEREUNDER OR RELATING OR CONNECTED IN ANY MANNER TO THIS LEASE, IT IS AGREED BY THE PARTIES HERETO, FOR THEMSELVES, AND FOR THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY MATTERS, INCLUDING ANY COUNTERCLAIMS, CROSS CLAIMS, OR THIRD-PARTY CLAIMS, AND INCLUDING ANY AND ALL CLAIMS OF INJURIES AND/OR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, ANY AND ALL OF WHICH LEGAL PROCEEDINGS SHALL ONLY BE FILED IN THE SUPERIOR COURT OF MUSCOGEE COUNTY, GEORGIA, OR IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF GEORGIA. THE PARTIES HERETO HEREBY EXPRESSLY WAIVE ANY OTHER JURISDICTION OR VENUE WHETHER BY STATUTE OR OTHER LAW.

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(INITIALS)

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(INITIALS)

18. **Severability.** In the event any section of this Lease or portion thereof shall be held invalid or unenforceable, the remainder of the section and the remaining sections shall continue to be in full force and effect.

19. **Entire Agreement, Amendment and Waiver.** This Lease constitutes the entire agreement between the parties hereto pertaining to the issues and supersedes all prior and contemporaneous agreements, representations and understanding of the parties hereto with regard to such issues. There are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, concerning such issues. This Agreement

shall not be contradicted, explained or supplemented by any prior or contemporaneous written or oral statements, proposals or representations, whosoever. No supplement, modification or amendment of this Agreement shall be binding unless in a writing executed by all the parties hereto. No waiver of any of the provisions of this Agreement shall be, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party hereto making the waiver.

20. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which, together, shall be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docuSign.com](http://www.docuSign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

21. **Compliance With Laws.** Throughout the term of this Lease, the Lessee, at its sole cost and expense, shall comply with any and all laws, statutes, rules, regulations, and ordinances that are applicable to the Parking Spaces or any part thereof and the provisions hereof.

22. **Default.**

(a) In the event that the Lessee shall fail to pay Rent or any part thereof when due or shall violate or fail to perform any of the covenants hereof on the part of the Lessee to be performed, in both such circumstances after notice of such failure or violation shall have been given as hereinbelow provided (each such event, a "Default"), the Lessor may elect either:

(b) To re-enter the Parking Spaces by summary proceedings or otherwise and re-let the Parking Spaces to a third party or parties, making diligent efforts therefor, and upon receiving rent therefrom, applying the same first to the payment of Rent and other fees and expenses accruing hereunder, and the balance, if any, to be paid to the Lessee; provided, however, that the Lessee shall remain liable for the equivalent of the amount of all Rent and other payments due, as the case may be, throughout the remaining term of this Lease to the extent such amounts are not mitigated by such third party lessee or lessees; or

(c) To terminate this Lease and to resume possession of the Parking Spaces wholly discharged from this Lease. The Lessor shall make such election by written notice to the Lessee at any time on or before the doing of any act or the commencement of any proceedings to recover possession of the Parking Spaces by reason of the Default then existing and such election shall be final. If the Lessor shall elect to terminate this Lease as set forth in this Section 22(b), then immediately upon such termination, all rights and obligations whatsoever of the Lessee and of its successors and assigns under this Lease, so far as the same may relate to the unexpired portion of the term hereof, shall cease. Within ten (10) days after receipt by the Lessee of notice of election by the Lessor to terminate this Lease pursuant to this Section 22(b): (i) the parties shall, by an instrument in writing in form for recording, cancel this Lease and the unexpired portion of the term hereof, and (ii) the Lessee shall surrender and deliver to the Lessor the entire Parking Spaces, and upon any default by the Lessee in so doing, the Lessor shall have the right to re-enter the Parking Spaces either by summary proceeding or otherwise.

(d) No Default hereunder shall be deemed to have occurred on the part of the

Lessee until ten (10) days after written notice of such Default shall have been received by the Lessee, and the Lessee within such time shall have failed to remedy such Default. If any Default by the Lessee, (with the exception of the payment of Rent), cannot reasonably be cured within such ten (10) day period, then the Lessee shall have such additional time as may be reasonably necessary to remedy the same.

23. **Notices.** All notices sent or required to be sent hereunder shall be sent in writing by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth in the caption to this Lease above or to either party at such other address as such party may designate by notice to the other party.

24. **Surrender.** The Lessee shall: (a) on the last day of the term hereof (including the final Renewal Term, if any); (b) upon any earlier termination permitted under this Lease, and (c) upon any permitted entry or re-entry by the Lessor upon the Parking Spaces, peaceably leave and surrender the Parking Spaces into the possession and use of the Lessor without fraud or delay in good order, condition and repair without violations, reasonable wear and tear and casualty excepted. If the Lessee has made additions, alterations or modifications to the Parking Spaces, at the request of the Lessor, the Lessee shall remove such additions, alterations or modifications, at its expense, upon such surrender.

Each of the parties hereto warrants that it has read this entire Lease and that each party understands and agrees to the provisions contained herein. Thus executed and agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[SIGNATURES TO FOLLOW]



**Lessor:**

COLUMBUS, GEORGIA,  
a consolidated city-county government

By: \_\_\_\_\_

Its: \_\_\_\_\_

(SEAL OF CITY)

**Lessee:**

PIZZA HOLDINGS INTERNATIONAL LLC,  
a Georgia limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

(COMPANY SEAL)