

**ATM LEASE AGREEMENT**

MUSCOGEE COUNTY  
STATE OF GEORGIA

THIS LEASE AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_ 2022, by and between COLUMBUS CONSOLIDATED GOVERNMENT (hereinafter called “Lessor”) and SYNOVUS BANK (hereinafter called “Lessee”).

1. **PROPERTY LEASED.** All that portion of property identified as “ATM Site” located at Bay Avenue Garage, #4 12<sup>th</sup> Street, Columbus, Georgia 31901. Such property shall include one or more locations surrounding the ATM Site for the purpose of affixing security cameras, which cameras will be maintained at Lessee’s sole expense.
2. **TERM.** The term of this lease (“Primary Term”) shall be sixty (60) months beginning August 1, 2022 and ending on July 31, 2027.
3. **RENT.** As rent for said premises, Lessee shall pay to Lessor the sum of One Hundred Fifty Dollars (\$150.00) per month.
4. **USE OF PREMISES.** Lessee agrees the sole use of the premises will be for the operation of a walk-up Automatic Teller Machine (ATM).
5. **IMPROVEMENTS.** Lessee accepts the property in its present condition.
6. **PROPERTY TAXES.** Real property taxes shall be paid by Lessor. Personal property taxes shall be paid by Lessee.
7. **UTILITIES.** Lessee shall be responsible for all utilities serving the Automatic Teller Machine and the structure housing it.
8. **REPAIRS AND MAINTENANCE.** Lessee shall be responsible for all repairs and maintenance of the ATM.
9. **SIGNS.** Any additional signs on or near the leased premises must have prior approval of Lessor.
10. **INSURANCE.** Lessee shall, at its own expense during the term hereof, maintain a policy of insurance, insuring Lessee and naming Lessor as an additional insured against liability for injury to or death of a person or persons and for damage to property on the demised premises. The limits of such policy shall not be less than \$1,000,000 for any one occurrence. Lessee shall furnish Lessor a certificate of such insurance upon request.
11. **SUBLETTING OR ASSIGNMENT.** Any subletting or assignment by Lessee shall require the prior approval of Lessor.

12. **TERMINATION.** This Agreement may be terminated at any time by Lessee upon three-months prior written notice to Lessor. Upon termination, Lessee shall remove the ATM and make reasonable repairs to the ATM Site.

13. **INDEMNIFICATION.** Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, damages, judgments, and expenses, including attorney's fees and court costs, reasonably incurred by the indemnitee insofar as such losses, damages, judgments and expenses arise out of or are based upon the negligence of the Lessee.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

LESSEE: Synovus Bank

LESSOR: Columbus Consolidated Government

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_