

REAL ESTATE SUBLEASE AND MAINTENANCE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter referred to as “Sublease”), made and entered into as of the _____ day of _____, 2023, by and between the DOWNTOWN DEVELOPMENT AUTHORITY OF CARTERSVILLE, GEORGIA (“Tenant”) and CARTERSVILLE OUTFITTERS, LLC (Subtenant.)

WITNESSETH:

WHEREAS, Tenant leases that certain improved real estate commonly known as The Cartersville Depot, Cartersville, Bartow County, Georgia (the “Property”). For a more particular description, see Exhibit “A” which is attached hereto and incorporated herein by reference; and

WHEREAS, Subtenant desire to lease from Tenant a portion of the Property as indicated on Exhibit “B” herein referenced to as the “Premises”; and

WHEREAS, Tenant is willing to lease the Premises to Subtenant upon the terms and conditions herein set forth.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Tenant hereby leases to Subtenant and Subtenant hereby agrees to lease and take the premises and upon the terms and conditions hereinafter set forth.
2. The term of this Lease shall commence on _____, 2023 and end on December 31, 2023. Tenant agrees to deliver possession of the Premises to Subtenant on the commencement date hereof. However, Subtenant or Tenant has the right, with thirty (30) days’ notice, to terminate said Lease and vacate the premises and shall have no further obligation to the other party in said event, except as to any outstanding financial obligations between the parties. In the event that Tenant(s) Lease is still effective, by written notice to Tenant if provided sixty (60)

days prior to the termination date; Subtenant may request that this Sublease be renewed for up to three (3) additional one (1) year terms. Said notice is to be provided prior to the expiration of each term date as provided for herein. Tenant, upon receiving notice has the right to accept or reject said extension request, and must inform Subtenant at least thirty (30) days prior to the then expiration date of this Sublease.

3. Rent shall be Five Hundred-Fifty (\$550.00) Dollars per month.
4. Tenant shall, at Tenant's cost and expense, pay the reasonable costs and expenses for the repair and maintenance of the Building, the Land, the landscaping, and parking areas located thereon unless the need for such repair is caused by the carelessness, negligence or willful misconduct of Subtenant or Subtenant's employees, agents, contractors or invitees, in which event such repair shall be the responsibility of Subtenant. Subtenant shall give written notice to Tenant of the necessity for any such repairs or required maintenance. On the Expiration Date, or upon the earlier termination of this Lease, Subtenant shall leave the Premises in a condition at least as good as the condition the Premises were in on the Commencement Date, excepting only ordinary wear and tear, depreciation and obsolescence, and damage by fire or other insured casualty.
5. The Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass, nor in any manner to violate the insurance or increase the rate of insurance of the Premises.
6. Subtenant agrees not to abandon or vacate the Premises during the term of this lease without thirty (30) days prior notification to Tenant.
7. Subtenant accepts the Premises in its present condition as suited for the use intended by the Subtenant. Subtenant shall, at Subtenant sole expense, maintain the Premises, the fixtures and appurtenances thereon in first class condition and repair, with the exception of those appurtenances to be maintained by the Tenant and will suffer no active or permissive waste or injury thereof and the Subtenant shall, at Subtenant's sole expense, promptly repair all injury or damage to the Premises from whatever cause, other than damage which the Tenant is expressly obligated to repair as outlined above in section 4.

8. Subtenant shall have the right to install or place on the Premises machinery, apparatus, equipment and other Improvements of whatever nature, all of which shall remain the Property of Subtenant, whether or not attached to improvements comprising the Premises. So long as Subtenant is not in default on its obligations, or upon giving bond for any obligations claimed by Tenant to be in default, Subtenant shall have the right to remove the same at any time or from time to time during the term hereof and within a reasonable time after the termination hereof; provided, however, that should Subtenant so remove any machinery, apparatus, equipment or other Improvements of whatever nature, Subtenant shall do so at its own expense without damage or injury to the Premises. In the event of damage or injury to the Premises, Subtenant shall repair or restore the Premises to its condition as existed prior to the installation and removal of such machinery, apparatus, equipment or other Improvements.
9. If the Premises are totally destroyed by storm, fire, lightening, earthquake or other casualty, and such damage cannot be repaired within sixty (60) days after the date of such casualty or if all or substantially all of the building is taken pursuant to condemnation proceedings, this Lease shall, at the option of either party upon written notice to the other, terminate as of the date of such destruction or taking.
10. Subtenant agrees to indemnify and hold harmless Tenant and the City of Cartersville, Georgia, against all claims for damages to persons or Premises by reason of the use or occupancy of the Premises, and all expenses incurred by each other because thereof, including attorney's fees and court costs; provided, however, that each parties undertaking hereunder shall not extend to any damages or claims caused by the acts of negligence of said party, said party's agents, employees, licensees or third parties other than each parties agents, employees or licensees nor shall each parties undertaking extend to the amount which the other party could have recovered under the insurance required to be carried by Tenant hereunder..
11. Tenant agrees to indemnify and hold harmless the City of Cartersville, Georgia, against all claims for damages to persons or Premises by reason of the use or occupancy of the Premises, and all expenses incurred by each other because thereof,

including attorney's fees and court costs; provided, however, that each parties undertaking hereunder shall not extend to any damages or claims caused by the acts of negligence of said party, said party's agents, employees, licensees or third parties other than each parties agents, employees or licensees nor shall each parties undertaking extend to the amount which the other party could have recovered under the insurance required to be carried by Tenant hereunder.

12. Subtenant may not assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Subtenant.
13. It is mutually agreed that in the event Subtenant shall default in Subtenant's obligations as defined herein, within ten (10) days from the date said obligation becomes due, or if Subtenant shall default in the performance of any of the terms or provisions of this Lease and such default continues for a period of thirty (30) days after notice from Tenant, or if Subtenant are adjudicated bankrupt and such proceeding is not dismissed within forty-five (45) days after the filing thereof, then, and in any of said events, Tenant, at his option, may at once terminate this lease by written notice to Subtenant and thereupon this Lease shall end. Upon such termination by Tenant, Subtenant will at once surrender possession of the Premises to Tenant and remove all of Subtenant's effects therefrom; and Tenant may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.
14. Tenant may, as Subtenant's agent and without terminating this Lease, upon Subtenant's default under this Lease and the lapse of any applicable grace period, at Tenant's option, enter upon and relent the Premises on the best available terms obtainable by reasonable effort, without advertisement and by private negotiations and for any term Tenant deems proper.
15. Tenant and the City of Cartersville may enter the Premises at reasonable hours and upon reasonable notice to exhibit the same to prospective purchasers or Subtenant and to make repairs to Tenant's adjoining Premises, if any. Tenant agrees that Subtenant shall be permitted to have a representative monitor any such entry on to

the Premises if 'Subtenant feel such is necessary to protect the security and confidentiality of Subtenant's business activities on the Premises.

16. This Lease shall create the relationship of Tenant and Subtenant between the parties hereto. Noting contained herein nor any action or inaction by Tenant shall be deemed to grant to Subtenant any right, power or permission to perform any act or make any agreement which may create, give rise to or constitute the foundation for any right, title, interest, lien, charge or other encumbrance upon Tenant's estate in the Premises. So long as Subtenant is not in default hereunder, Subtenant shall have full and quiet enjoyment of the Premises.
17. If Subtenant remain in possession of the Premises after expiration of the term hereof, with Tenant's acquiescence and without any express agreement of parties, Subtenant shall be a Subtenant at will and such holding over shall not operate as a renewal of this lease by operation of law.
18. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive, to those given by law.
19. Subtenant hereby appoint as Subtenant's agent to receive service of all dispossessory or distant proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time or occupying the Premises; and if no person is in charge of or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises.

All notices to Tenant shall be sent to

Downtown Development Authority of Cartersville
Attention: Lillie Read, Director
P. O. Box 1390
Cartersville, Georgia 30120

All notices to Subtenant shall be sent to:

Cartersville Outfitters, LLC

Either party may change its mailing address by written notice delivered to the other.

20. No failure of Tenant to exercise any power given Tenant hereunder, or to insist upon strict compliance by Subtenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Tenant's right to demand exact compliance with the terms hereof.
21. This Lease has been executed and delivered in, and shall be subject to and governed by the laws of the State of Georgia. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease should be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other provisions of this Lease.
22. Time is of the essence of this Lease.
23. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
24. This Lease may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original but all of which together shall constitute one and the same instrument.
25. This Lease may be altered, amended or terminated by a written agreement signed by Tenant and Subtenant.
26. During the entire duration of this Agreement, Subtenant and its agents shall remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1, as amended.
27. The Subtenant acknowledges that all records relating to this Agreement and the services to be provided under the Lease may be public record subject to Georgia Open Records act (O.C.G.A. § 50-18-70, et. seq.) Subtenant shall cooperate fully in responding to such request and make all records, not exempt, available for inspection and copying as provided by law.

28. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by laws of the State of Georgia. Venue and jurisdiction for any disputes or litigation related thereto shall be the Bartow County Superior Court.

SIGNATURES ON NEXT PAGE-

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the date and year first above written.

Signed, sealed and delivered this _____ day TENANT:
of _____, 2023.

Witness

DOWNTOWN DEVELOPMENT
AUTHORITY OF CARTERSVILLE

Notary Public

By: _____
Lillie Read, Director

My Commission Expires: _____

[SEAL]

Signed, sealed and delivered this _____ day SUBTENANT:
of _____, 2023.

Witness

CARTERSVILLE OUTFITTERS, LLC

Notary Public

By: _____
(Signature)

My Commission Expires: _____

Print Name: _____

[SEAL]

Title: _____

CONSENT TO SUBLEASE

The City of Cartersville, as Landlord of the Lease by and between the City of Cartersville and the Downtown Development Authority of Cartersville for the property known as the Cartersville Depot, hereby consents to this Sublease by and between the Downtown Development Authority of Cartersville and Cartersville Outfitters, LLC for the Cartersville Depot.

This ____ day of _____, 2023.

Attested to by:

CITY OF CARTERSVILLE, GEORGIA

Julia Drake, City Clerk

By: _____
Matthew J. Santini, Mayor

[AFFIX SEAL]