

**LEASE AGREEMENT**  
**For**  
**210 North Pentz Street**

THIS LEASE agreement is made and entered into on this 18th day November, 2019 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Dalton Little Theater, Inc., a Georgia non-profit corporation, hereinafter referred to as "LESSEE".

WHEREAS, CITY owns certain real property commonly known as 210 North Pentz Street located within the city limits of the City of Dalton hereinafter referred to as "Premises"; and

WHEREAS, LESSOR desires to occupy said PROPERTY and operate a community theater; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows

1. PREMISES: CITY hereby leases to LESSEE that certain real property commonly known as 210 North Pentz Street, Dalton, Whitfield County, Georgia.
2. USE OF PREMISES: LESSEE shall use and occupy the Premises in conformity with all law, statutes, ordinances, rules, restrictions and orders of the federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used only for the staging of community theater productions and other purposes ancillary thereto and for no other purposes.
3. TERM: This Lease shall be for five (5) years commencing on the 18th day of November, 2019 unless otherwise terminated as provided for herein.
4. RENT: LESSEE shall pay rent in the amount of \$1.00 per year, said sum being due and payable upon execution of this Agreement.
5. SURRENDER OF PROPERTY: LESSEE shall, not later than the last day of this Lease Agreement, or if sooner terminated by CITY or LESSEE, surrender possession of the Premises and remove all equipment and all other personal property from said Premises, and repair all damage done by or in connection with the LESSEE's use of the Premises. The Premises shall be surrendered in as good condition as it was at the beginning of the lease term. All property of LESSEE remaining on the Premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be

removed by the CITY and LESSEE shall reimburse CITY for the cost of such removal. CITY may have any such property stored at LESSEE'S risk and expense. All permanent improvements to the Premises shall become the property of the CITY after the last day of the Lease term.

6. LESSEE COVENANTS: LESSEE covenants and agrees:

(a) to use the Premises in a safe, careful and lawful manner;

(b) to report in writing to the CITY any defective condition known to LESSEE which is required to be repaired to maintain the use and safety of the Premises;

(c) to promptly repair any damage to the Premises which is made necessary by any act of LESSEE, its employees, agents, patrons or invitees; provided, however, at its option, the CITY may elect to make such repairs and LESSEE shall promptly reimburse CITY for such cost of repair (including CITY's internal costs);

(d) to keep the Premises in a clean and orderly condition and free from all rubbish;

(e) to maintain and repair at LESSEE'S expense the entire structure upon the Premises including, but not limited to, painting, floor covering, fixtures, plumbing, electrical, heat and air systems, grounds and landscaping;

(f) to permit CITY and its employees and agents access to the Premises at all reasonable times for the purposes for inspecting the Premises and making agreed upon alterations;

(g) to give CITY prompt written notice of an accident, fire, damage, or injury occurring on or to the Premises;

(h) to take all actions necessary to prevent the attachment of any Lien to the Premises;

(i) to maintain its status as a Georgia Non-Profit Corporation and its tax exempt status pursuant to the Federal Internal Revenue Code during the term of this Agreement;

(j) LESSEE shall not discriminate with respect to race, color, religion, gender, national origin, or age in allowing access to programs sponsored by LESSEE upon the Premises;

(k) LESSEE shall not permit any third party to use the Premises without the prior written consent of CITY.

7. INDEMNITY: LESSEE shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property,

resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of LESSEE, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

LESSEE agrees that all personal property that may be at any time in the Premises shall be at LESSEE's sole risk or at the risk of those claiming through LESSEE and that CITY shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of CITY.

8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, CITY shall not be required to maintain the Premises in such a condition to permit LESSEE's use of the Premises. CITY shall be under no obligation to inspect the Premises and LESSEE shall promptly report to CITY in writing any defective condition known to LESSEE which CITY or LESSEE is required under this paragraph to repair. Failure by the LESSEE to report such condition shall relieve CITY from any liability arising out of such condition.

9. ALTERATIONS OR IMPROVEMENTS: LESSEE may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the CITY. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, only upon the advance written permission of the CITY. Upon request of the CITY, LESSEE shall remove from Premises all temporary alterations or improvement prior to the termination of this Lease.

10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction. CITY shall have no obligation to restore the Premises to the same condition as before such damage.

11. SUBLEASE OR ASSIGNMENT: LESSEE may not sublease all or any portion of the Premises without the prior written permission of CITY.

12. LESSEE'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by LESSEE: (a) LESSEE fails to maintain the Premises as required by the Lease as determined by the CITY and does not remedy such default within five (5) days of written notice thereof, (b) LESSEE vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) LESSEE breaches any of its obligations hereunder and fails to cure such breach within ten (10) days of written notice of breach from CITY.

Upon the occurrence of any event of default, CITY shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon LESSEE:

(a) CITY may re-enter the Premises and cure any default of LESSEE, in which event LESSEE shall reimburse CITY as additional rent for any cost and expenses that CITY may incur to cure such default. CITY shall not be liable to LESSEE for any loss or damage that LESSEE may sustain by reason of CITY's action, regardless of whether caused by CITY's negligence or otherwise.

(b) CITY may terminate this Lease or LESSEE's right to possession under this Lease as of the date of such default, in which event: (1) neither LESSEE nor any person claiming under or through LESSEE shall thereafter be entitled to possession of the Premises; and LESSEE shall immediately thereafter surrender the Premises to CITY; (2) CITY may re-enter the Premises and remove LESSEE or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their personal property and effects, without prejudice to any other remedy which CITY may have for possession; or (3) continue this Lease in full force and effect. LESSEE shall remain liable for payment of all charges and costs imposed on LESSEE herein, in the amounts, and at the times and upon the conditions as required herein.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach.

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: CITY OF DALTON  
ATTN: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to LESSEE shall be mailed to: Dalton Little Theater, Inc.  
P.O. Box 41  
Dalton, GA 30722-0841

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. UTILITIES: LESSEE shall be responsible for and pay as due any and all utility expenses for the Premises including, but not limited to, electricity, gas, telephone, internet and

other such services.

16. **INSURANCE:** LESSEE shall at all times during the term of this Agreement maintain in full force and effect a comprehensive public liability insurance policy in the amount of at least \$1,000,000/\$3,000,000 for any occurrence resulting in personal property damage to third person(s) or bodily or personal injury to or death of third person(s) and consequential damages arising therefrom. LESSEE shall furnish to CITY copies of all policies or certificates of insurance evidencing the coverage required by this Agreement on such forms as determined by CITY and from such insurance companies approved by CITY. All policies required hereunder shall contain an endorsement naming CITY as an additional insured and providing that the insurer shall not cancel or amend the policies without first providing thirty days written notice thereof to CITY.

**MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) **Successors and Assigns.** This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. LESSEE shall not assign its rights or obligations under this Lease without the prior written consent of the CITY.

(c) **Severability of Invalid Provisions.** If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) **Quiet Enjoyment.** If and so long as LESSEE performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, LESSEE shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) **Surrender of Premises.** Upon the expiration or earlier termination of this Lease or upon the exercise by CITY of its right to re-enter the Premises without terminating this Lease, LESSEE shall immediately surrender the Premises to CITY, together with all alterations, improvements and other property as provided elsewhere herein.

(f) **Complete Agreement; Amendments.** This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any provision of this agreement must be enforced by CITY against LESSEE, then CITY shall be entitled collect reasonable attorney's fees against LESSEE in addition to any other damages.

(j) Indemnity. LESSEE shall indemnify and hold harmless the CITY against all liability for any and all damages to persons or property by reason of LESSEE's use or occupancy of the Premises, and all expenses reasonably incurred by CITY as a result thereof, including reasonable attorney's fees and court costs.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

LESSEE:  
DALTON LITTLE THEATER, INC.

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

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

LESSOR:  
CITY OF DALTON, GEORGIA

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

Attest: \_\_\_\_\_  
CITY CLERK