

## **LEASE AGREEMENT**

GEORGIA, WHITFIELD COUNTY

This Lease Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, hereinafter referred to as “Lessor” and **Latin American Association, Inc.**, a Georgia non-profit corporation, hereinafter referred to as “Lessee.”

### **WITNESSETH:**

WHEREAS, Lessor is the owner of that certain tract or parcel of land more particularly described in Paragraph 1 of this Lease; and

WHEREAS, Lessee desires to lease said parcel and facility for use in its nonprofit work to benefit the Dalton community; and

WHEREAS, Lessee serves the needs of the residents of the Lessor; and

WHEREAS, it is the desire of the Lessor and Lessee to enter into a lease agreement.

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

#### **1. THE PREMISES LEASED**

Lessor does hereby lease, rent, and grant unto Lessee the exclusive use of that portion of the Mack Gaston Community Center located at 218 N. Frederick Street, Dalton, Georgia as more particularly described and highlighted in pink on Exhibit “A” attached hereto and made a part hereof (the “Premises”).

#### **2. PURPOSE**

The Premises shall be used and occupied by Lessee in connection with the Lessee's operation of its non-profit work in providing services including direct intervention, financial assistance, coaching, prevention, and education to the community with an emphasis on those with limited income, limited English proficiency, and a risk of homelessness.

2.1. Lessee agrees that for five consecutive days per week, it will hold itself open to perform all duties and responsibilities of as are necessary to achieve the above stated purpose for at least eight regularly scheduled hours per day. Lessee will not reduce or otherwise change its hours of operation without the consent of Lessor.

2.2. Lessee further agrees to provide Lessor at least quarterly during the Lease term a report showing the number of residents provided service by the Lessee on the Premises

during the quarter. This report should include the number of referrals and the number of different services provided.

2.3 Lessee shall perform at least the following services at the Premises:

- **Public benefits enrollment - Monday through Friday from 8:30 am to 5:00 pm.**
- **Tutoring Program:**
  - For 1st-3rd grade students.
  - Monday through Friday, 4:00 PM-6:00 PM.
  - Lessee will manage the program directly.
- **Reading Club:**
  - Tuesdays and Thursdays, 4:00 PM-6:00 PM.
  - Sessions will use bilingual books, and volunteers will read with students and encourage student reading aloud.
  - Open to elementary-age children.
- **Art Classes:**
  - Weekly art sessions for 4th-5th grade students.
- **Monthly Parent Workshops/Meetings:**
  - Designed to review student progress (academic and personal).
  - Inform parents about Latin American Association opportunities, support systems, and community resources.
- **Community Events** (to be scheduled separately with City approval):
  - *Soccer for Success* youth engagement events.
  - *Back-to-School Bash*.
  - *Erwin Mitchell Community Health Fair*.
  - Other family-oriented events, as mutually agreed upon.

### 3. **TERM**

The term of this Lease shall be for three years, commencing on the date above written and terminating at midnight on the third anniversary of the date above written, unless sooner terminated or extended as hereinafter specifically provided by this Lease.

### 4. **RENT**

Lessee shall pay Lessor, rent of \$1.00 per year.

## **5. ADDITIONAL RENT**

Lessee shall pay as additional rent the following sums:

5.1 Lessee shall pay a sum of two hundred and fifty dollars (\$250.00) per month as its share of utilities.

5.2 Lessee shall pay to Lessor any and all sums that may become due by reason of the failure of Lessee to comply with any covenant of this Lease. Lessee agrees to pay any and all damages, costs or expenses which Landlord may suffer or incur by reason of any default of Lessee or failure on its part to comply with the covenants of this Lease; and any and all damages to the Premises caused by any intentional or negligent act of Lessee or Lessee's agents or invitees.

## **6. IMPROVEMENTS**

Lessee agrees that it will not alter or remove the permanent improvements during the term of the Lease nor during any extension thereof, without the prior written consent of Lessor. All improvements located upon the Premises after the termination of this Lease shall remain on and shall not be removed from the Premises. At the expiration of this Lease, all such improvements shall become the property of Lessor.

## **7. INSURANCE**

Lessee agrees to indemnify and hold harmless Lessor against all liability claims for damages to persons or property by reason of or in any way connected to Lessee's use or occupancy of the Premises, and all expenses reasonably incurred by Lessor as a result thereof, including reasonable attorney's fees and court costs.

Lessee shall at all times during the Lease term maintain in full force and effect comprehensive public liability insurance in the amount of at least one million dollars (\$1,000,000.00) for any occurrence resulting in bodily or personal injury to or the death of one person and consequential damages arising therefrom, and in the amount of at least three million dollars (\$3,000,000.00) for any occurrence resulting in bodily or personal injury or death to more than one person and consequential damages arising therefrom. Lessee shall furnish to Lessor copies of policies or certificates of insurance evidencing coverage required by this Lease. All policies required hereunder shall contain an endorsement naming Lessor as an additional named insured and providing that the insurer will not cancel or amend the policy or policies without first giving at least thirty (30) days' prior written notice thereof to Lessor.

Lessor shall maintain comprehensive property damage insurance covering damage to all property in the amount of at least the fair market value of said property.

## **8. AFFIRMATIVE COVENANTS AND RESPONSIBILITIES OF LESSEE**

Lessee covenants and agrees that Lessee will, without demand:

- 8.1 Keep the entire Premises reasonably clean and free from all rubbish, dirt and other matter;
- 8.2 Maintain the entire Premises including routine maintenance and janitorial services.
- 8.3 Comply with any requirements of the constituted public authorities, and with the terms of any state or federal statutes or local ordinances or regulations applicable to Lessee to and Lessee's use of the Premises.
- 8.4 Give Lessor prompt written notice of any accident, fire, or damage occurring on or to the Premises.
- 8.5 Lessee as well as any sub-lessee shall obtain and maintain during the term of the Lease its status as a Georgia non-profit corporation and its tax-exempt status under the Internal Revenue Code.
- 8.6 At the expiration of the Lease term, surrender the Premises in as good condition and repair as the Premises shall be at the time possession thereof is taken by Lessee, normal wear and tear excepted.
- 8.7 Only allow its employees or agents or individuals accompanied by its employees or agents into the Premises.

## **9. NEGATIVE COVENANTS OF LESSEE**

Lessee covenants and agrees that it will do none of the following things without the prior written consent of Lessor:

- 9.1 Occupy the Premises in any other manner or for any other purpose than as set forth herein;
- 9.2 Assign this Lease or sublet any portion of the Premises.
- 9.3 Permit any mechanic's lien or security interest to be filed against the Premises as a result of any actions or conduct of the Lessee at or with respect to the Premises.
- 9.4 Do or knowingly allow any other person to do anything on the Premises, or any part thereof, or bring or knowingly permit anything to be brought or kept in the Premises, or knowingly permit the use of the Premises for any business or purpose that would cause a violation of any requirements of any of the constituted public authorities, and with the terms of any state or federal statutes or local ordinances or regulations applicable to Lessee or Lessee's use of the Premises.

## **10. ADDITIONAL COVENANTS**

10.1 Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the interruption of the use of the Premises.

10.2. It is hereby covenanted and agreed by and between the parties that any law, usage or custom to the contrary notwithstanding, Lessor shall have the right at all times to enforce the covenants and provisions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Lessor in refraining from doing so at any time or times, and further, that the failure of the Lessor at any time or times to enforce its right under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions or covenants of this Lease, or as having in any way or manner modified the same.

10.3. Lessee shall grant Lessor reasonable access to the Premises during normal business hours.

## **11. EVENTS OF DEFAULT**

The occurrence of any of the following shall constitute an event of default:

11.1 Any part, portion, or component of the rent, or any other sums payable under this Lease are not received when due;

11.2 The Premises is deserted, vacated, or not used as regularly or consistently for the purposes set forth in Paragraph 2 hereof, or the services set forth in Paragraph 2 hereof are not provided.

11.3 Any petition is filed by or against Lessee under any section or chapter of the United States Bankruptcy Code, and, in the case of a petition filed against Lessee, such petition is not dismissed within thirty (30) days of such filing;

11.4 Lessee becomes insolvent or transfers property in fraud of creditors;

11.5 Lessee makes an assignment for the benefit of creditors;

11.6 A receiver is appointed for any of Lessee's assets; or

11.7 Lessee breaches or fails to comply with any term, provision, condition, or covenant of this Lease, or Lessee permits a sublessee to breach or fail to comply with any such term, provision, or covenant of this Lease.

## **12. REMEDIES**

Upon the occurrence of an event of default, Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee fails to do so, Lessor may, without prejudice to any other remedy Lessor may have either by law or by this Lease, enter upon the Premises and expel or move Lessee and any sub-lessee, and Lessee's and any sub-lessee's personal property, with or without force and without being liable to Lessee and any sub-lessee in any manner whatsoever for damages thereof. Lessee shall be liable to Lessor for, and shall indemnify and hold Lessor harmless from and against, all costs, or damage which Lessor may suffer by reason of such termination of this Lease, whether through inability to relet the Premises, by damage to the Premises or otherwise.

## **13. LEASE CONTAINS ALL AGREEMENTS**

This Lease supersedes and replaces all prior agreements between the parties related to the subject matter hereof. It is expressly understood and agreed by and between any parties hereto that this Lease and the Exhibits attached hereto and forming a part hereof set forth all of the promises, agreements, conditions and understandings between Lessor, or Lessor's agents, and Lessee relative to the demised Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

## **14. PARTIES BOUND**

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective successors and permitted assigns of the parties.

## **15. NOTICES**

Except for legal process which may also be served as provided by law, all notices required or desired to be given with respect to this Lease shall be in writing and shall be deemed to have been given when hand delivered or 3 days after deposited, postage prepaid, with United State Postal Service, certified, return receipt requested, and properly addressed as follows:

TO LESSOR:           City of Dalton  
                              P. O. Box 1205  
                              Dalton, Georgia 30722-1205  
                              Attn: City Administrator

TO LESSEE:           Latin American Association, Inc.  
                              2750 Buford Hwy, NE  
                              Atlanta, Georgia 30324

Such addresses may be changed from time to time by either party by notice to the other.

**16. NO ESTATE IN LAND**

This Lease creates the relationship of landlord and tenant between Lessor and Lessee. No estate shall pass out of Lessor, and Lessee has only usufruct which is not subject to levy and sale.

**17. HOLDING OVER**

In no event shall there be any renewal of this Lease by operation of law, and if Lessee remains in possession of the Premises after the termination of this Lease and without the execution of a new lease, Lessee shall be deemed to be occupying the Premises as a hold-over tenant (or a tenant at sufferance).

**18. SEVERABILITY**

If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby.

**19. SUCCESSORS AND ASSIGNS**

The provisions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee, and their respective successors and permitted assigns.

**20. STATE LAW**

The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Lease.

**21. TIME IS OF THE ESSENCE**

Except as otherwise noted specifically provided herein, time is of the essence of this Lease.

**22. EARLY TERMINATION**

The Lessor may for any reason, including convenience, terminate this Lease prior to the expiration of the Term by providing notice of termination to Lessee sixty (60) days prior to termination.

**23. EXECUTION**

This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and be admissible into evidence or used for any purpose without the production of the other counterparts.

**24. PEACEABLE POSSESSION**

So long as Lessee observes and performs the covenants and agreement contained herein, it shall at all times during the Lease term peacefully and quietly enjoy possession of the Premises, but always subject to the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed these presents the date and year first above written.

**LESSOR:**

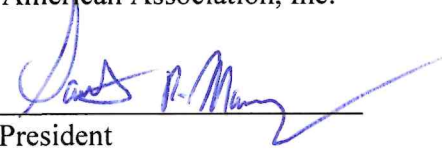
The City of Dalton

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

**LESSEE:**

Latin American Association, Inc.

BY:  \_\_\_\_\_  
President



# EXHIBIT A

LEVEL ONE

