

LEASE AGREEMENT

GEORGIA, WHITFIELD COUNTY

This Lease Agreement made and entered into this _____ day of _____, 2023 by and between the City of Dalton, Georgia a municipal corporation of the State of Georgia, hereinafter referred to as "Lessor" and The Emery Center, 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 the Premises; and

THEREFORE, the Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be kept and performed by Lessee, has leased and rented, and by these presents does lease and rent unto said Lessee; and the said Lessee hereby agrees to lease and take up on the terms and conditions which hereinafter appear the following real property.

-1-

THE PREMISES LEASED

Lessor does hereby lease, rent, and grant unto Lessee that portion of the former City Park School property as shown on the plat attached hereto as Exhibit "A" and made a part hereof (the "Premises").

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PURPOSE

The Premises shall be used for the purpose of promoting the African-American cultural history of the City of Dalton and for all purposes ancillary thereto. The Premises shall be used for the purposes stated herein on a continuous basis during the term of this Lease.

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TERM

The term of this Lease shall be for two (2) years commencing on July 8, 2023 and terminating at midnight on July 7, 2025 unless sooner terminated or extended as hereinafter specifically provided by this Lease. Provided Lessee is not in default, Lessor shall provide Lessee written notification of termination at least six (6) months prior to the lease termination date.

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RENT

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

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UTILITIES

Lessee shall be solely responsible for all charges for gas, electricity, telephone and other utility services used, rendered, supplied or imposed upon the Premises and shall indemnify Lessor and save it harmless against any liability or charges on account thereof. Notwithstanding foregoing Lessor shall provide Lessee the sum of \$600.00 per month in utility assistance.

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INSURANCE

Lessee agrees to indemnify and save harmless the Lessor against all liability claims for damages to persons or property by reason of 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 personal property damage to third persons or bodily or personal injury to or the death of one person and consequential damages arising therefrom, and in the amount of at least One Million Dollars (\$1,000,000.00) for any occurrence resulting in bodily or personal injury or death to more than one person and consequential damages arising therefrom. Lessee will 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 damages insurance covering damage to all improvements to the Premises in the amount of at least the fair market value of said property.

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AFFIRMATIVE COVENANTS AND RESPONSIBILITIES OF LESSEE

Lessee covenants and agrees that Lessee, will, without demand:

- a. Keep the entire Premises reasonably clean and free from all rubbish, dirt and other matter; and shall maintain and repair the entire structure including painting, floor covering, maintenance of all fixtures as well as common grounds, landscaping, plumbing, electrical, and heat and air systems.
- b. 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 for Lessee's use of the Premises.

- c. Give to Lessor prompt notice of any accident, fire or damage occurring on or to the Premises;
- d. Maintain its status as a Georgia Non-Profit Corporation and its tax exempt status under the Internal Revenue Code during the term of the Lease.
- e. Prevent the attachment of any lien to the Premises.

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NEGATIVE COVENANTS OF LESSEE

Lessee covenants and agrees that it will do none of the following things without consent in writing of Lessor which consent shall not be unreasonably withheld:

- a. Occupy the Premises in any other manner or for any other purpose than as set forth herein;
- b. Assign or sublet this Lease without the written consent of the Lessor. Without such consent no such assignment shall be valid.
- c. Do or knowingly allow any 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 to or for Lessee's use of the Premises.

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ADDITIONAL COVENANTS

- a. 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.
- b. 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 or this Lease, or as having in any way or manner modified the same;
- c. Lessee agrees to grant to Lessor reasonable access to the Premises during normal business hours.

- d. Lessee shall provide public access to all exhibits, programs and assemblies sponsored by the Lessee upon the Premises, and will not allow the Premises to be subleased to or used by any third party without the prior written consent of the Lessor.

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IMPROVEMENTS

No improvements or alterations shall be made on the Premises without prior written approval from Lessor. Lessee agrees that it will not remove any permanent improvements during the term of the Lease nor during any extension thereof, except with prior written permission 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 Agreement, all such improvements shall become the property of Lessor.

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REMEDIES

Upon the occurrence of an Event of Default, which shall be defined as any breach by the Lessee of any covenant, term, or obligation contained within the Lease, 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 Lessee's personal property with or without force and without being liable to 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.

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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 assigns of the parties.

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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 property addressed as follows:

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

TO LESSEE: The Emery Center, Inc.
 3024 Crystal Mark Lane
 Dalton, GA 30721

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

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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.

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SUCCESSORS AND ASSIGNS

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

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STATE LAW

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

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TIME IS OF THE ESSENCE

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

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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.

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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.

JOINT USE OF EAST PARKING LOT

During the term of this Agreement, the Lessee and its invitees shall have non-exclusive use of the parking area located to the east of the Premises, together with the right of vehicular and pedestrian ingress and egress to the east parking area.

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:
THE EMERY CENTER, INC.

BY: _____
PRESIDENT