

City of Rincon, Georgia Fire Department

Rental/Lease Agreement

This Rental Agreement or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, City of Rincon, shall be referred to as "OWNER" and Tenant(s)/Lessee, Effingham County Board of Commissioners, shall be referred to as "OCCUPANT." As consideration for this agreement, OWNER agrees to rent/lease to OCCUPANT and OCCUPANT agrees to rent/lease from OWNER for use solely as a fire station, the premises located at 573 Ebenezer Rd, Rincon, GA 31326.

1. **TERMS:** OCCUPANT agrees to pay in advance \$10.00 per month on the 1st day of each month. This agreement shall commence on July 1, 2023 and continue until September 1st, 2023 as a leasehold.

2. **PAYMENTS:** Rent and/or other charges are to be paid to the City of Rincon at 302 S Columbia Ave, Rincon, GA 31326.

3. **LATE CHARGE:** A late fee of \$10.00, shall be added and due for any payment of rent made after the 25th of the month.

4. **UTILITIES:** OCCUPANT agrees to pay all utilities and/or services based upon occupancy of the premises.

5. **OCCUPANTS:** Only Effingham County Fire Rescue is permitted to occupy the premises. Any party occupying the premises without the written consent of OWNER shall be considered a breach of this agreement.

6. **PROPERTY MAINTENANCE:** OCCUPANT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. OCCUPANT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. OCCUPANT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. OCCUPANT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

7. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to OCCUPANT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

8. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all OCCUPANT'S belongings, and keys and other property furnished for OCCUPANT'S use are returned to OWNER. Should the OCCUPANT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, OCCUPANT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

9. **INSURANCE:** OCCUPANT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. OCCUPANT is hereby advised to obtain his own insurance policy to cover any personal losses.

10. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

11. **ASSIGNMENT:** OCCUPANT agrees not to transfer, assign or sublet the premises or any part thereof.

12. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or OCCUPANT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

13. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by OCCUPANT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

14. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

15. **JOINTLY AND SEVERALLY:** The undersigned OCCUPANTS are jointly and severally responsible and liable for all obligations under this agreement.

16. **NOTICES:** All notices to OCCUPANT shall be served at 804 S Laurel St, Springfield, GA 31329, and all notices to OWNER shall be served at 302 S Columbia Ave, Rincon, Georgia, 31329.

17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and OCCUPANT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

18. **RECEIPT OF AGREEMENT:** The undersigned OCCUPANTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

19. **NOTICES:** Any written notice required or permitted in this Agreement shall be given by first class mail addressed to the clerk of the respective parties as follows:

If to OWNER:
City Clerk
City of Rincon
302 S Columbia Ave.
Rincon, GA 31326

If to OCCUPANT:
County Clerk
Effingham Count Board of Commissioners
804 S Laurel St.
Springfield, GA 31329

IN WITNESS WHEREOF, the OWNER and OCCUPANT have caused this Agreement to be executed by their duly authorized public and corporate officials on the day indicated below.

City of Rincon, Georgia

By: _____
Mayor

Attest: _____
City Clerk

Effingham County, Georgia

By: _____
Chairman

[Handwritten Signature]
County Manager

Attest: _____
County Clerk:

[Handwritten Signature]