

**AGREEMENT FOR USE
OF PROPERTY AT WATER WORKS ROAD BY LAWRENCEVILLE LION'S CLUB**

WHEREAS, Lawrenceville Lions Club, Inc., (hereinafter "TENANT") seeks to use the property at Water Works Road, Lawrenceville, Georgia, Tax Parcel R5175 031, portion (hereinafter "the Subject Property"), which is attached hereto and incorporated herein as Exhibit A by reference, and desires to use the Subject Property for meeting purposes; and

WHEREAS, the former ground lease dated May 1, 1999 with the Lawrenceville Lions Club was for use of the underlying real property to build a Boy Scout Hut for exclusive use of Boy Scout Troop 54; and

WHEREAS, based on the terms of the prior lease, once the property stopped being used by Boy Scout Troop 54 due to the Troop disbanding, the Lions Club conveyed a quit-claim deed relinquishing any ownership in the Subject Property to the CITY OF LAWRENCEVILLE, GEORGIA (hereinafter "CITY"); and

WHEREAS, TENANT currently desires to utilize the basement of the Subject Property for meetings twice per month and has requested that TENANT be permitted to use the basement of the Subject Property for meeting space; and

WHEREAS, TENANT and CITY desire to memorialize the terms and conditions of TENANT utilizing the basement of the Subject Property in a written document; and

WHEREAS, TENANT and CITY entered into an initial agreement in June of 2021 and now wish to amend and replace the initial agreement whereby this agreement shall replace and supersede any prior agreements between the parties hereto.

NOW THEREFORE in consideration of the transfer of the Subject Property from TENANT to CITY as referenced above, the payment of One Dollar the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, TENANT and CITY hereby agree as follows:

1. Beginning September 1, 2023, rent shall be paid by TENANT at the rate of Twenty Dollars (\$20) per month. This agreement shall be a month-to-month use of the Subject Property and as such either party may terminate this agreement upon written notice to the other party providing at least thirty (30) days' written notice of termination. This agreement shall commence on September 1, 2023 and shall automatically renew on a monthly basis unless terminated in writing as set forth herein or upon its final expiration on or about December 31, 2027. This agreement shall in no case be renewed beyond and shall have a termination date no later than December 31, 2027.

Notice to the TENANT shall be delivered to:

Mr. Brian Donegan, President
Lawrenceville Lions Club
1675 Reynolds Mill Dr.
Lawrenceville, Georgia 30043

Notice to the CITY shall be delivered to:

Mr. Chuck Warbington, City Manager
P.O. Box 2200
Lawrenceville, Georgia 30046

TENANT shall be responsible for garbage collection and generally leaving the facility clean with the TENANT's use of the Subject Property. TENANT agrees to carry at its own expense public liability insurance covering the Premises and TENANT's use thereof, in a form reasonably satisfactory to CITY with minimum of \$1,000,000.00 on account of bodily injuries to and death of more than one person as a result of any one accident or disaster and to deposit said policy or policies (or certificates thereof) with CITY prior to the date of any use or occupancy of the Premises by TENANT; said policy shall protect TENANT and CITY, as their interest may appear (including but not limited to naming CITY as an additional insured party).

2. The CITY shall be responsible for maintaining property and liability insurance on the Subject Property and structures thereon but shall not be responsible for maintaining any insurance on any personal property or contents belonging to TENANT. TENANT shall be responsible for obtaining renters' insurance or other appropriate insurance if TENANT desires for personal property and contents to be insured during time of use. In the event of fire or other casualty or such other governmental ordinance, rule regulation or law that renders the Subject Property uninhabitable, the right of TENANT to use the Subject Property shall terminate immediately and the CITY shall have the right to immediate possession of the Subject Property.

3. Should TENANT fail to vacate use of the Subject Property on or before any date of termination given in compliance with this rental, the CITY shall have the right to immediate possession of the Subject Property. Should TENANT not have vacated the Subject Property on or before such date and time, TENANT shall be considered a TENANT at sufferance and may be immediately removed from the premises. Any property of TENANT remaining on the subject property as of such date and time, shall be considered abandoned, and the CITY shall have the right to remove the property and dispose of said property in any manner deemed appropriate, and shall owe absolutely no duty to TENANT regarding the abandoned property.

4. CITY shall be responsible for maintenance and utilities of the facility at the CITY's discretion with the intent to have a clean, well-maintained facility for community use.

5. CITY shall own and operate the facility as the CITY best decides and is in no way obligated to Lions Club beyond providing meeting space twice per month. Nothing prevents the Lions Club and City to agree to other uses of the facility from time to time.

6. CITY may use or allow other entities to use the facility at the CITY's sole discretion. Anyone using the facility will be responsible for keeping the facility clean and damage free.

7. TENANT shall not sublet, assign, or otherwise convey the right to use the Subject Property to any person, individual, corporation, partnership, association or other legal entity.

8. Improvements. TENANT shall have the right to paint the interior of the basement area. Paint color shall be approved by the CITY. TENANT shall have the right to install a sign outside the basement door of building. Sign shall be approved by CITY prior to installation.

9. Indemnity and Hold Harmless. TENANT shall indemnify and save harmless the CITY from and against any and all loss, cost (including reasonable attorney's fees), damage, expense and liability in connection with any and all claims for damages as a result of injury or death of any person or property damage to any property sustained by TENANT or TENANT's guests, invitees, etc., regardless and irrespective of the cause of such claims for damages.

It is so agreed this _____ day of October 2023.

LAWRENCEVILLE LIONS CLUB

By: _____
Brian Donegan, President

DATE: _____

By: _____
Kathryn Gibbs, Treasurer/Secretary

DATE: _____

CITY OF LAWRENCEVILLE, GEORGIA

By: _____
David R. Still, Mayor

DATE: _____

ATTEST: _____
Karen Pierce, City Clerk

DATE: _____