

AGREEMENT FOR USE
OF PROPERTY AT 10 WATER WORKS ROAD BY IMPACT 46

WHEREAS, Impact 46, Inc., (hereinafter "TENANT") seeks to use the property at 10 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 operational and service provision purposes; and

WHEREAS, Impact 46 is a partner of the City and a sub recipient of the ReCAST grant and is taking a major role in coordinating efforts of all involved in the ReCAST effort; and

WHEREAS, the City has a property that stopped being used by Boy Scout Troop 54 due to the Troop disbanding and the Lawrenceville 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 desires to utilize the Subject Property for ReCAST functions and has requested that TENANT be permitted to use a portion of the Subject Property for operations and service provision for ReCAST sub recipients; and

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

NOW THEREFORE in consideration of the provision of services to City residents by TENANT, the payment of Ten Dollars the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, TENANT and CITY hereby agree as follows:

1. TENANT shall have the right to use the Subject Property, through and until December 31, 2022 at which time this lease shall automatically renew on a year-to-year basis unless terminated by either party on ninety (90) days' written notice to the other party. There shall be no automatic renewal beyond December 31, 2026.
2. TENANT shall pay rent at the rate of One-hundred Dollars (\$100) per month. In addition, TENANT shall be responsible for paying for garbage collection, janitorial services and utilities (to include monthly internet service) for the facility during the TENANT's use of the Subject Property.

Notice to the TENANT shall be delivered to:

Ms. Jen Young, Executive Director
Impact 46
279 W. Crogran Street
Lawrenceville, Georgia 30046

Notice to the CITY shall be delivered to:

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

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).

3. The CITY shall be responsible for maintaining property and property 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.

4. Should TENANT fail to vacate use of the Subject Property on or before any date of termination given in compliance with this lease, 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.

5. CITY shall be responsible for maintenance of the facility at the CITY's discretion with the intent to have a well-maintained facility for TENANT'S use.

6. CITY shall own and operate the facility as the CITY best decides and is in no way obligated to Impact 46 beyond providing space for uses as outlined in this agreement. Nothing prevents Impact 46 and City from agreeing to other uses of the facility from time to time.

7. CITY may use or allow other entities to use the facility at the CITY's sole discretion. CITY shall coordinate any such use with TENANT. Anyone using the facility will be responsible for keeping the facility clean and damage free.

8. TENANT shall only sublet, assign, or otherwise convey the right to use the Subject Property to Families First and Georgia Center for Opportunity without the express written approval of CITY prior to any such sublet.

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 1st day of ~~January~~ ^{February} 2022.

LAWRENCEVILLE IMPACT 46

By: _____

Jen Young, Executive Director

CITY OF LAWRENCEVILLE, GEORGIA

By: _____

David R. Still, Mayor

ATTEST: _____

Karen Pierce, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hood Insurance Agency Inc PO Box 2100 219 Culver Street Lawrenceville GA 30046	CONTACT NAME: Amy D	
	PHONE (A/C, No, Ext): (770) 963-5236 FAX (A/C, No): (770) 338-9632	
	E-MAIL ADDRESS: amyd@hoodinsurance.net	
INSURED Impact 46 Inc 279 West Crogan Street Lawrenceville GA 30046-	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Company	18058
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

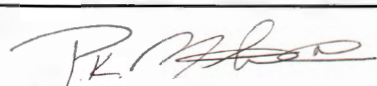
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	PHPK2321841	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers		PHSD1667149	11/01/2021	11/01/2022	Occurrence \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is an additional insured

CERTIFICATE HOLDER

CANCELLATION

AI 001752

City Of Lawrenceville 70 South Clayton Street Lawrenceville GA 30046-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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