

AGREEMENT FOR USE
OF CITY PROPERTY AT WINER INDUSTRIAL WAY BY IMPACT 46, INC

WHEREAS, Impact 46, Inc., (hereinafter “TENANT”) seeks to use the property at Winer Industrial Way, Lawrenceville, Georgia, Tax Parcel R5113 156, portion (hereinafter “the Subject Property”), 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 the ReCAST effort; and

WHEREAS, the City has a property that stopped being used by the City for operational purposes and the Subject Property owned by the CITY OF LAWRENCEVILLE, GEORGIA (hereinafter “CITY”) is available for lease; and

WHEREAS, TENANT desires to utilize the Subject Property for operations and service provision for ReCAST sub recipients as well as other services performed by TENANT for citizens of Lawrenceville; 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 a portion of the Subject Property, through and until December 31, 2023 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.
3. Notices:

Notice to the TENANT shall be delivered to:

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

Notice to the CITY shall be delivered to:

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

4. 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).
5. The CITY shall be responsible for maintaining the 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.
6. 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.
7. 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.
8. 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.
9. CITY may use or allow other entities to use a portion of 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.

10. 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.
11. 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.
12. TENANT acknowledges and accepts that the CITY is marketing the Subject Property for sale and that the CITY shall have the right to show Subject Property to prospective buyers with reasonable notice to TENANT. Should CITY enter into a contract for the sale of the Subject Property during the term of this lease, CITY shall give TENANT 120 days' notice of sale of Subject Property to allow TENANT time to relocate.

It is so agreed this _____ day of September 2022.

LAWRENCEVILLE IMPACT 46, INC

CITY OF LAWRENCEVILLE, GEORGIA

By: _____

By: _____

Jen Young, Executive Director

David R. Still, Mayor

ATTEST: _____

ATTEST: _____

Secretary

Karen Pierce, Clerk