

LEASE AGREEMENT

STATE OF GEORGIA
COUNTY OF GWINNETT

THIS LEASE, made this 13 day of April , 20 23 by and between the **CITY OF SNELLVILLE, GEORGIA** ("Lessor") and the City of Loganville ("Lessee").

WITNESSETH:

WHEREAS, Lessee desires to lease a mobile stage owned by Lessor; and

WHEREAS, Lessor is willing to waive, not including our per use maintenance fee of \$100.00, all fees are required to be paid pursuant to the Mobile Stage Policy attached as Exhibit "A";

WHEREAS, it is the understanding of the parties that the mobile stage is being leased by City of Loganville to be used in conjunction with an official community event conducted by City of Loganville; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein provided, and the payment by Lessee to Lessor of the Lease payments provided herein, the parties hereto agree as follows:

1. **EQUIPMENT LEASE.** Lessor, for and in consideration of the covenants, agreement, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by Lessee, by these presents does lease and rent, unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the property (hereinafter called the "Mobile Stage"), described in Exhibit "A" attached hereto and incorporated herein.

2. **TERM.** The term of this lease shall be for 1 day(s) beginning on June 24, 2023 and ending on June 24, 2023.

3. **RENTAL.** As consideration for this Lease, Lessee agrees to pay to Lessor prior to use of the Mobile Stage, rental amounts of \$50.00 and maintenance fee of \$100.00. Transportation and set-up/close down fee of \$250.00 per person for personnel shall be paid directly to David Mitchell.

4. **USE OF MOBILE STAGE.** Except for the adjustment of the fees, the Mobile Stage shall be used in accordance with the use requirements in the Mobile Stage Policy attached as Exhibit "A", and for no other purpose. Stage will be open and in place on/at Loganville Police Dept./ West Walton Park property and ready for use prior to event with close down to commence at conclusion of event. These times will be coordinated with delivery personnel ahead of the event.

5. **INDEMNITY.** Lessee agrees to indemnify and save harmless Lessor, to the extent provided by Georgia law, against all claims for bodily injury damages to persons or property damage to property by reason of the use of the Mobile Stage under the terms of this agreement including but not limited to all expenses incurred by Lessor because thereof, including attorney's fees and court costs. Lessee does further agree as protection to the Lessor to carry in force at all times, liability insurance protecting Lessor as well as Lessee. Lessee shall maintain liability insurance protection on the premises in the minimum amount of One Million and no/100 Dollars (\$1,000,000.00) for bodily injury and property damages with insurance companies reasonably acceptable Lessor. The insurance required by this Agreement shall cover the full repair and replacement cost of any damage to the Mobile Stage and any personal injury claim associated with the mobile stage use during the term.

The coverage required shall apply from the commencement of Lessee's Mobile Stage delivery/use until it is fully closed down and removed by City Personnel or designee. The Lessee shall provide Lessor with a copy of the certificate of liability insurance naming the City of Snellville as an additional insured for the duration of the lease.

6. **ASSIGNMENT**. During the term of this lease, Lessee shall not transfer, assign this lease or sublease the premises without the express prior written consent of Lessor.

7. **COMPLIANCE WITH APPLICABLE LAWS**. Lessee shall comply with all applicable laws, orders and regulations of Federal, State and Municipal authorities and with any lawful direction of any public officer which shall impose any duty upon Lessee with respect to the premises and which are made necessary by Lessee's specific operation of the Premises.

8. **CANCELLATION OF LEASE BY LESSOR**. Lessor may cancel this lease by giving written notice to the Lessee

9. **RIGHTS CUMULATIVE**. All rights, power, and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.

10. **SERVICE OF NOTICE**. Lessee hereby appoints the person indicated below as their agent to receive service of all dispossessory or distraint proceedings and notices there under, and all notices required under this Lease shall be served at the following address:

LESSOR: Butch Sanders, City Manager
City of Snellville
2342 Oak Road
Snellville, GA 30078

Lessee : Danny Roberts, City Manager
City of Loganville
PO BOX 39
Loganville, GA 30052

Notice will be deemed adequately and sufficiently given when hand delivered or three (3) days after mailing, certified mail, return receipt requested, postage prepaid to the address specified above. Either party may change the address for the giving of notices by giving written notice to the other in accordance with this paragraph 18.

11. **WAIVER OF RIGHTS**. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall operate to extend time for payment of any sums due hereunder or to amend, modify or waive any of the provisions hereof.

12. **TIME IS OF THE ESSENCE**. Time is of the essence of this agreement.

13. **WARRANTY DISCLAIMER**. The City makes no warranty whatsoever as to the Mobile Stage, including without limitation, any warranty as to fitness for a particular purpose or merchantability and the premises are leased "as is".

14. **MODIFICATION**. No modification, amendment or alteration of any provision of this agreement shall be effective unless contained in a written agreement signed by the parties hereto, and then such modification, amendment or alteration shall be effective only in the specific instances or for the specific purposes for which given.

15. **FURTHER ASSURANCES**. Upon the request of the City, Lessee shall duly sign and deliver, at the cost and expense of Lessee, such further instruments as may be reasonably necessary or proper to carry out the provisions and purposes of this agreement.

16. **COUNTERPARTS**. This agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall

constitute one and the same instrument.

17. **ENTIRE AGREEMENT.** This agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral with respect hereof are expressly superseded hereby.

CITY OF SNELLVILLE, GEORGIA

By: _____
Barbara Bender, Mayor

ATTEST

Melisa Arnold, City Clerk

(Lessee)

By: _____
Name and Title

ATTEST

Name and Title