

MEMORANDUM OF AGREEMENT

This agreement is between the Town of Southern Shores ("TOWN") and the Chicahawk Property Owners Association ("CPOA"). It is effective January 1, 2021; and, unless extended or modified by mutual agreement, it expires December 31, 2022.

The TOWN hereby authorizes the CPOA to utilize office number 107 in the Kern P. Pitts Center ("PITTS CENTER"); said office consisting of an approximately 12 foot by 13 foot area, for their use in providing homeowners association services to members. CPOA may from time to time desire to request the temporary usage of other PITTS CENTER space including the Main Council Meeting Room and the Downstairs Small Conference Room. CPOA may be allowed to use such facilities, if available, by contacting the Town Hall administrative personnel who keep an appointment calendar for the facilities and can advise if the space is available at the requested times. CPOA personnel and their authorized visitors may utilize rest rooms and parking facilities at the PITTS CENTER in common with TOWN. CPOA shall not sublease any portion of their assigned space.

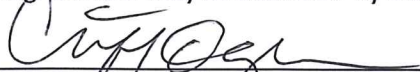
CPOA acknowledges that TOWN incurs certain costs to operate the PITTS CENTER including electricity, water, insurance, janitorial and maintenance/repair expense. CPOA agrees to pay TOWN \$100.00 per month to assist in sharing these costs. Said payments are due on the first of each month and CPOA will be in default if not paid by the tenth of any month. If such default occurs Town shall have the right to re-enter the premises and remove CPOA and all of its property therefrom without further notice. CPOA will provide its own telephone and copying equipment and pay its own telephone and copying expenses.


CPOA will consult with the TOWN for approval of any alterations or improvements it may wish to make to PITTS CENTER.

CPOA shall reimburse TOWN for any damage to PITTS CENTER caused by it or its agents and visitors and will maintain personal injury and property damage liability insurance with limits of not less than \$1,000,000 in respect to bodily injury and \$100,000 for property damage, and with TOWN named as an insured.

In case of damage by fire or other casualty to PITTS CENTER without fault of the CPOA, if the damage is so extensive as to amount practically to the total destruction of the building, this agreement shall cease and the rent shall be apportioned to the time of damage. In all other cases where the PITTS CENTER is damaged by fire or other casualty without fault of CPOA, the TOWN shall repair the damage with reasonable dispatch, and if the damage has rendered the leased property untenable, in whole or in part, there shall be an abatement of the rent until the damage has been repaired. TOWN shall not be responsible for any loss of business during such period of time when the property is untenable.

This agreement may be canceled by either party on 30 days written notice.

  
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Town of Southern Shores  
Town Manager

  
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Chicahawk Property Owners Association  
President

11-23-2020  
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DATE:

11-23-20  
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