

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

LEASE AGREEMENT

THIS AGREEMENT, is entered into by and between THE CITY OF HARTSVILLE, (“City”) and EDVENTURE, INC., (“EdVenture”).

WITNESSETH:

1. LEASEHOLD PREMISES.

The City agrees to lease to EdVenture the building located at 146 West Carolina Avenue in Hartsville, South Carolina for purposes of providing a children’s museum in Hartsville and conducting matters pertinent to EdVenture’s purpose and activities.

2. TERM OF LEASE.

This Lease shall run for five (5) years, from the 1st day of November, 2017 to the last day of October, 2022, and shall be renewed thereafter if both parties agree to the renewal.

3. RENTAL.

EdVenture agrees to pay the City the sum of One (\$1.00) Dollar per year as rent for EdVenture’s use of the said leasehold premises.

4. NO WARRANTIES BY CITY.

The leasehold premises are leased to EdVenture “as is” with no representations or warranties made by City regarding the condition, suitability, or habitability of the leasehold premises for any purpose EdVenture intends to use the leasehold premises, except as provided in the following paragraph.

5. UPFITTING THE BUILDING.

The EdVenture will engage North Industrial, Machine, LLC (“North Industrial”) as contractor to up fit the leasehold premises to a “warm shell” condition for said use of EdVenture. EdVenture will procure a Cost-not-to-exceed contract with North Industrial for \$300,000.00 (“North Industrial Contract”). A copy of the proposed contract is attached as Exhibit 1. As funds are due and payable on the North Industrial Contract, EdVenture shall pay the first \$200,000 and Landlord shall pay any remaining sums due. If any additional construction work beyond EdVenture’s Scope of Work as described in Exhibit A to the North Industrial contract is necessary to deliver the leasehold premises to EdVenture in “warm shell” condition and in compliance with all applicable building codes and requirements, City will be responsible for any additional costs.

6. UTILITY BILLS (PHONE, POWER, SEWER, WATER, CABLE TV/INTERNET).

All utility bills of any kind and nature are the sole responsibility of EdVenture. City guarantees that all utilities (meters) are for the leased premises only.

7. MAINTENANCE OF LEASEHOLD PREMISES.

City shall maintain the roof and the exterior walls and entrance doors to the leased premises, provided however, that EdVenture agrees to pay the first \$5,000 of any annual expenses for maintenance of these building components. EdVenture will be responsible for routine maintenance of the interior of the leasehold premises, including the routine maintenance of any of City's equipment (appliances, fixtures, heating and air conditioning) used during the term of the lease, and agrees to keep the leasehold premises and equipment in a good, operating, and desirable condition, subject only to ordinary wear and tear, at all times throughout the term of this lease or any extensions thereof. If a maintenance emergency arises and the City has support staff with that particular expertise available, then a request and direction will be facilitated by the City Manager. The EdVenture will engage and pay the expense for any emergency maintenance that is beyond the scope of expertise of City's staff, as determined by City Manager.

8. REPAIRS.

EdVenture agrees to be fully responsible for making repairs for any damages done beyond ordinary wear and tear to the leasehold premises by EdVenture, members of EdVenture's organization, its guests, patrons, or invitees; and EdVenture agrees, at its own expense, to make all repairs of such damage during the term of this lease, and any succeeding terms.

9. OWNERSHIP OF PERSONAL PROPERTY MAINTAINED BY EDVENTURE.

EdVenture stipulates, warrants, and covenants that all personal property (furnishings, equipment, office supplies) placed or maintained within the leasehold premises, is owned by EdVenture, in its own right.

10. CASUALTY LOSS TO EDVENTURE'S PROPERTY.

City shall maintain casualty insurance coverage on the Leasehold structure and bill the Tenant for the cost on an annual basis as billed from City's insurance carrier; however, City shall not be responsible for any loss of EdVenture's said personal property located in the leasehold premises. However, City shall not be responsible for providing any casualty or liability insurance insuring the property and liabilities of EdVenture. EdVenture is responsible for determining its own insurance needs and, if appropriate, shall obtain and maintain such casualty insurance on its personal property placed and maintained within the leasehold premises as it deems appropriate.

11. HOLD HARMLESS.

City shall not be responsible to EdVenture, its agents, employees, and guests for any personal injuries or property damage caused to EdVenture, its agents, employees, and guests arising from EdVenture's occupancy of the leasehold premises. EdVenture agrees to and shall hold City harmless from any such claims from any of EdVenture's agents, employees, guests, or others who may claim damages on account of EdVenture's use and occupation of the leasehold premises.

12. LIABILITY INSURANCE REQUIRED.

The EdVenture shall provide the City with evidence of currently paid general or liability insurance coverage, covering EdVenture, its officers, employees, and agents, with the amount of insurance required to insure EdVenture and provide City's Risk Management Office with a certificate of such insurance from an insurer authorized to do business in the State of South Carolina.

13. LEASE NON-ASSIGNABLE.

This lease is not assignable, and EdVenture shall not sublet the leasehold premises or any part thereof, or use the leasehold premises for any commercial purposes, without written consent of the City.

14. EDVENTURE NOT CITY'S EMPLOYEE OR AGENT.

The EdVenture and the City agree that at all pertinent times, and for the duration of this Agreement, EdVenture, as well as its officers, employees, and agents, shall be considered independent entities and parties, separate and distinct from the City; and neither EdVenture, as well as its officers, employees, and agents, or the City, as well as its officers, employees, and agents, shall be considered to be in an employer-employee relationship with each other and neither shall be considered to be in any form of agency relationship with each other.

15. RECITATIONS.

This lease agreement is entered into in good faith and by parties as to the above, and represents the entire agreement between the parties; this agreement is binding upon the parties, their assigns and successors; this agreement is entered for good and valuable consideration, the receipt of which is acknowledged; and this agreement is entered by parties of their own free will and accord.

16. DATE OF EXECUTION.

This Lease Agreement is entered by the parties in duplicate originals hereto on this ____ day of _____, 2017.

EDVENTURE, INC.
211 Gervais St.
Columbia, SC 29201

CITY OF HARTSVILLE
PO Drawer 2497
Hartsville, SC 29551

Karen S. Coltrane, President and CEO

Natalie M. Zeigler, City Manager

Witnesses as to EdVenture:

Witnesses as to City of Hartsville:

ATTEST: _____
Sherron L. Skipper, City Clerk
{SEAL}