

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

LEASE AGREEMENT

THIS AGREEMENT, is entered by and between THE CITY OF HARTSVILLE, ("LANDLORD") and GOVERNOR'S SCHOOL FOR SCIENCE AND MATHEMATICS, ("TENANT").

WITNESSETH:

1. LEASEHOLD PREMISES.

The LANDLORD agrees to lease to TENANT the office spaces as described below and located on Carolina Avenue in Hartsville, South Carolina for purposes of maintaining offices and conducting matters pertinent to TENANT'S purpose and activities.

- Front offices at 145 West Carolina Ave
- Back offices at 145 West Carolina Ave- as soon as available-tentative date is December 31st, 2018
- 147 W Carolina Ave

2. TERM OF LEASE.

The term of this Agreement is January 1, 2019 through December 31, 2022. At the end of the initial term, TENANT shall have the right to renew this Agreement for a _____ year term on agreed terms and conditions. TENANT must notify LANDLORD, in writing, of its intent to exercise this option no later than November 30, 2021.

3. RIGHT TO TERMINATE AGREEMENT WITHOUT CAUSE. TERMINATION.

Notwithstanding any other provision herein, the LANDLORD specifically reserves the right to terminate this lease without cause upon delivery to the TENANT at the said Leasehold Premises of a one hundred twenty (120) day written Notice of Termination, if for any reason City Council, in its sole discretion, determines that the Leasehold Premises should be vacated by the TENANT. Additionally, TENANT may terminate this Agreement for any reason by giving one hundred twenty (120) days written notice to the LANDLORD.

4. RENTAL.

TENANT agrees to pay the LANDLORD the sum as listed below per month as rent due on the first day of each month for TENANTS use of the said leasehold premises. In the event such payment is not made within ten (10) days after it is due, the TENANT shall pay the LANDLORD a late charge of \$100.00.

- In year one of lease-Front offices at 145 West Carolina Ave for One and no/100ths (\$1.00) per year as rent. The back office space will be added to this lease once LANDLORD has moved out which is tentatively December 31st. In case of a delay, the LANDLORD and the TENANT will communicate on a monthly basis to determine the availability date.

In year two, the lease will be three hundred and no/100ths (\$300.00) per month.

In year three, the lease will be six hundred and no/100ths (\$600.00) per month.

- 147 W Carolina Ave-Twelve hundred dollars and no/100ths (\$1200.00) per month.

5. NO WARRANTIES BY LANDLORD.

TENANT shall be provided the right to inspect the Property and accept the Property in the condition it is in at the time of commencement of the term of this Agreement.

Thereafter, , the leasehold premises are leased to TENANT “as is” with no representations or warranties made by LANDLORD regarding the condition, suitability, or habitability of the leasehold premises for any purpose TENANT intends to use the leasehold premises. TENANT acknowledges that at the time the lease agreement is executed there were no known defects with the leasehold premises and that the leasehold premises have been surrendered by the LANDLORD to the TENANT in good condition.

6. LANDLORD’S RIGHT TO ENTER LEASEHOLD PREMISES.

LANDLORD guarantees, TENANT’S peaceful occupation and enjoyment of the leasehold premises during the term of this rental agreement, and any extensions thereof, provided; however, the LANDLORD shall have the right to enter the leasehold premises at anytime it may see fit to view the leasehold premises, and to see that no waste or damage is being committed. LANDLORD shall also have the right and privilege, to enter the leasehold premises and show it to prospective purchasers.

7. NOTICE OF ENTRY.

LANDLORD will call TENANT and give notice before entering the leasehold premises, but retains the right to enter the leasehold premises if it is determined by LANDLORD necessary to do so, and if TENANT is not available to give permission.

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

All utility bills of any kind and nature are the sole responsibility of TENANT.

9. PARKING.

TENANT’S employees, agents, and contractors shall have the right to park on the gravel and asphalt areas surrounding the leasehold property which are not reserved for other businesses. The LANDLORD may specify parking to be used by the TENANT in the future. TENANT will be responsible for paying all applicable Parking and Beautification fees.

10. OTHER CONSIDERATION.

TENANT agrees to pay any ad valorem property taxes related to the leasehold premises during the term of this lease or any extensions hereof which the LANDLORD may be held responsible for.

11. MAINTENANCE OF LEASEHOLD PREMISES.

LANDLORD agrees to be responsible for all maintenance of the interior and exterior of the leasehold premises during the term of the lease, including the maintenance of any equipment (fixtures, heating and air conditioning) 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.

12. REPAIRS.

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

13. OWNERSHIP OF PERSONAL PROPERTY MAINTAINED BY TENANT.

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

14. CASUALTY LOSS TO TENANT'S PROPERTY

LANDLORD shall maintain casualty insurance coverage on the Leasehold structure for the sole protection of LANDLORD. LANDLORD shall not be responsible for any loss of TENANT'S said personal property located in the leasehold premises. LANDLORD shall not be responsible for providing any casualty or liability insurance insuring the property and liabilities of the TENANT. TENANT 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.

15. HOLD HARMLESS.

LANDLORD shall not be responsible to TENANT, its agents, employees, and guests for any personal injuries or property damage caused to TENANT, its agents, employees, and guests arising from TENANT'S occupancy of the leasehold premises

TENANT agrees to indemnify and hold LANDLORD harmless from any such claims from any of TENANT'S agents, employees, guests, or others who may claim damages on account of TENANT'S use and occupation of the leasehold premises.

TENANT hereby releases LANDLORD from liability for loss or damage occurring on or to the Property or to the contents thereof caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies. Willful misconduct attributable to LANDLORD which is in whole or in part a contributing cause of the loss or damage, shall not be excused under the foregoing release and waiver.

16. LIABILITY INSURANCE REQUIRED BY TENANT.

. TENANT, at TENANTS expense, agrees to maintain in force, with a company or companies acceptable to LANDLORD, during the Term: (a) Commercial General Liability Insurance on a primary basis and without any right of contribution from any insurance carried by LANDLORD covering the Premises on an occurrence basis against all claims for personal injury, bodily injury, death and property damage, including contractual liability covering the indemnification provisions in this Lease. Such insurance shall be for such limits that are reasonably required by LANDLORD from time to time but not less than a combined single limit of One Million and No/100 Dollars (\$1,000,000.00); (b) Workers Compensation and Employers Liability Insurance to the extent required by and in accordance with the Laws of the State of South Carolina; (c) All Risks property insurance in an amount adequate to cover the full replacement cost of all the Premises, equipment, installations, fixtures and contents of the Premises in the event of loss.

Proof of Insurance. Each policy of insurance required of TENANT by this Lease shall be a primary policy, issued by an insurance company licensed in the state of South Carolina and as may be reasonably satisfactory to LANDLORD. TENANT shall not do or permit to be done anything which invalidates the required insurance policies. TENANT shall, prior to the Commencement Date, deliver to LANDLORD certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. TENANT shall, at least thirty (30) days prior to the expiration of such policies, furnish LANDLORD with evidence of renewals or insurance binders evidencing renewal thereof.

17. LEASE NON-ASSIGNABLE.

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

18. FIRST RIGHT OF REFUSAL.

If at anytime during the term of the lease the LANDLORD receives an offer of purchase or decides to sell 145, 147, and/or 149 W Carolina Ave. the LANDLORD hereby agrees that TENANT shall have a first right of refusal to purchase. The LANDLORD will give the TENANT written notice and TENANT will have sixty (60) days to respond from date of notice. The Purchase price of the property will be determined by an appraisal at exercise of this option following the TENANT'S purchasing guidelines as dictated by state law.

19. TENANT NOT LANDLORD'S EMPLOYEE OR AGENT.

The TENANT and the LANDLORD agree that at all pertinent times, and for the duration of this Agreement, the TENANT, as well as its officers, employees, and agents, shall be considered independent entities and parties, separate and distinct from the LANDLORD; and neither the TENANT, as well as its officers, employees, and agents, or the LANDLORD, 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.

20. 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.

22. NOTICES

It is agreed that the legal address of the parties for all notices required or permitted to be given hereunder, or for all purposes of billing, process, correspondence, and any other legal purposes whatsoever, shall be deemed sufficient, if given by a communication in writing by United States mail, postage prepaid and certified, and addressed as follows:

To the Landlord at the following address:

To the Tenant at the following address:

23. AMENDMENTS

This Lease Agreement is the final and complete agreement between the Landlord and Tenant. A modification to this Agreement must be in writing and signed by the parties.

24. AMERICANS WITH DISABILITIES ACT COMPLIANCE

To the best of LANDLORD'S knowledge, the Property is in compliance with the Americans with Disabilities Act ("ADA"). LANDLORD, however, shall be liable for any future alteration and cost required to comply with the ADA.

21. DATE OF EXECUTION.

This Lease Agreement is entered by the parties in duplicate originals hereto on this ____ day of _____, 2018.

TENANT:
Governors School for Science & Math
(GSSM)
Hartsville, SC 29550

LANDLORD:
City of Hartsville
PO Drawer 2497
Hartsville, SC 29551

Natalie M. Zeigler, City Manager

Witnesses as to GSSM:

Witnesses as to City of Hartsville:

ATTEST:

Sherron L. Skipper, City Clerk
{SEAL}