

**THIS AGREEMENT** is made and entered by and between **THE CITY OF HARTSVILLE**, hereafter the **LANDLORD**, as owner of the leasehold property described and identified here below, and **SCOTTIE GAINNEY D/B/A BACK BARN BARBECUE, LLC**, hereafter the **TENANT**.

**WITNESSETH:**

**LEASEHOLD PROPERTY:** The **LANDLORD** agrees to lease unto the **TENANT** the Building located at 201 West Carolina Ave. The said building is located in the City of Hartsville, County of Darlington, and State of South Carolina.

**TERM OF LEASE:** This lease shall run for a period of two (2) years, from the \_\_\_\_ day of \_\_\_\_, 2017, to the \_\_\_\_ day of \_\_\_\_, 2019 and then month to month until terminated.

**RENTAL PAYMENTS:** **LANDLORD** will allow **TENANT** to have the first two (2) months rent free due to startup cost of building maintenance. Thereafter, **TENANT** agrees to pay monthly amounts of five hundred dollars (\$500) rent for the said leasehold premises due on the first day of each month. 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.

**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.

**FORFEITURE:** notwithstanding the foregoing, if any monthly payment is more than thirty (30) days late, the **LANDLORD** shall have the option to declare all the **TENANT'S** rights hereunder forfeited, and the **LANDLORD**, may proceed without notice to eject the **TENANT** and enforce the collection of rents that are in arrears in any manner provided by law, together with all costs and attorney's fees incurred by the **LANDLORD** in so doing.

**LIEN CREATED IN FAVOR OF LANDLORD:** **TENANT** stipulates and covenants that all property, motor vehicles, goods, and merchandise and all other property placed in and upon the rental premises is owned by the **TENANT** in its own right, and shall become subject to the statutory lien for unpaid rents, arrearages, and late rent payments.

**ALTERATIONS TO LEASEHOLD PROPERTY:** **TENANT** shall not be permitted to make any changes to the leasehold property without advance written approval from the **LANDLORD** and all such changes to the leasehold premises shall become the property of the **LANDLORD** with the exception of the Smoke room and shed.

**RIGHTS AND RESPONSIBILITIES:**

**TENANT** shall be responsible for the payment of any utility bills related to the **TENANT'S** occupancy and use of the leasehold premises. The **TENANT** will be responsible for all building maintenance to include plumbing, roof, and HVAC units.

**TENANT** shall be responsible for any damages done on the premises either by the TENANT, its agents, servants, or employees, and the TENANT shall, at TENANT'S own expense, make all repairs of such damage.

**TENANT** shall surrender the leasehold property back to the LANDLORD at the end of the term of this lease agreement in broom clean, good order and condition, reasonable wear and tear excepted.

**LANDLORD** shall not be responsible to the TENANT, its agents, servants, or employees for any damages which may be caused by water, storm, sleet, snow or for any other damages whatsoever in any manner caused by the occupancy of the said leasehold premises.

**TENANT** shall be responsible to maintain renter's insurance during the term of this agreement and any extensions thereof, including casualty or theft insurance, on all personal property which the TENANT maintains within the leasehold premises.

**TENANT** shall, at TENANT'S expense, obtain and maintain in force for the mutual benefit of TENANT and the LANDLORD a commercial general liability insurance policy with a combined minimum limit of \$1,000,000.00.

**LANDLORD** shall maintain casualty insurance coverage on the improvements on the leasehold premises to protect the LANDLORD'S interest, but LANDLORD shall not be responsible for any loss of the TENANT'S personal property through casualty or theft during the occupancy of the premises.

**TENANT SHALL HOLD LANDLORD HARMLESS.** Notwithstanding any other provision of this agreement, the TENANT agrees to hold the LANDLORD harmless from any and all claims for damages or injuries that may be made against the LANDLORD arising from the TENANT'S use of the leasehold premises during the term of this lease or any extensions hereof.

**PEACEFUL OCCUPATION OF LEASEHOLD PREMISES.** Subject to the other conditions of this agreement, LANDLORD guarantees TENANT'S peaceful occupation of the leasehold premises during the term of this agreement or any extensions thereof, PROVIDED HOWEVER, the LANDLORD shall have the right to enter the leasehold premises for the purpose of viewing the premises to see that no waste or damage is being committed and for purposes of showing the leasehold premises to prospective purchasers.

**LEASE NOT ASSIGNABLE.** This lease is not assignable and the TENANT shall not sublet any portion of the leasehold premises without the written consent of the LANDLORD.

**EARLY TERMINATION OF LEASE.** The TENANT shall opt out of this lease agreement with three (3) months advanced written notice to LANDLORD.

**RECITALS.** This lease agreement supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties; this lease agreement is entered into for good and valuable consideration, which the parties hereby acknowledge; this lease agreement is binding upon both parties, their successors and assigns; and this lease agreement is entered by the parties of their own free will and accord.

This lease agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Natalie M. Zeigler  
City Manager  
City of Hartsville  
PO Drawer 2497  
Hartsville, SC 29551

\_\_\_\_\_  
Scottie Gainey  
Owner/Founder  
Back Barn Barbecue, LLC  
1225 Dusty Rd  
Lamar, SC 29069

WITNESSES:

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\_\_\_\_\_  
Attest: Sherron L. Skipper, City Clerk

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