

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

LEASE AGREEMENT

THIS AGREEMENT, is entered by and between THE CITY OF HARTSVILLE, ("LANDLORD") and SALVATION ARMY, ("TENANT").

WITNESSETH:

1. LEASEHOLD PREMISES.

The LANDLORD agrees to lease to TENANT the office space located at 229 West Carolina Avenue in Hartsville, South Carolina for purposes of maintaining offices and conducting matters pertinent to TENANT'S purpose and activities.

2. TERM OF LEASE.

This Lease shall run for 10 years, from the 1st day of _____, 2017 to the last day of _____, 2027 and shall be renewed thereafter if both parties agree to the renewal.

3. LANDLORD'S RESERVATION OF RIGHT TO TERMINATE.

Notwithstanding any other provision herein, the Landlord specifically reserves the right to terminate this lease upon delivery to the TENANT at the said Leasehold Premises of a ninety (90) 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.

4. EARLY TERMINATION OF LEASE.

The TENANT shall opt out of this lease agreement with sixty (60) days advanced written notice to LANDLORD.

5. RENTAL.

TENANT agrees to pay the LANDLORD the sum of One (\$1.00) Dollar per year as rent for TENANTS use of the said leasehold premises.

6. NO WARRANTIES BY LANDLORD.

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.

7. 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.

8. 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.

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

All utility bills of any kind and nature are the sole responsibility of TENANT. LANDLORD guarantees that all utilities (meters) are for the leased property only.

10. MAINTENANCE OF LEASEHOLD PREMISES.

TENANT shall be responsible for the maintenance of the said leasehold premises and building, including the exterior, all structural components, the roof, the electrical, plumbing and HVAC Systems of the leasehold property. Moreover, TENANT shall be responsible for the care of any lawn, shrubbery, and grounds. Additionally, the TENANT agrees to keep the leasehold premises in a good and desirable condition throughout its occupancy of the leasehold premises. TENANT'S maintenance obligation shall be limited to a maximum of \$1,000 dollars per occurrence. If a maintenance repair shall exceed \$1,000 dollars, the TENANT has an option to terminate or renegotiate the lease with thirty (30) days notices.

11. 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.

12. 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.

13. CASUALTY LOSS TO TENANT'S PROPERTY

LANDLORD shall maintain casualty insurance coverage on the Leasehold structure; however, LANDLORD shall not be responsible for any loss of TENANT'S said personal property located in the leasehold premises. However, 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.

14. 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 and shall 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.

15. LIABILITY INSURANCE REQUIRED

The TENANT shall provide the CITY with evidence of currently paid general or liability insurance coverage, covering the TENANT, its officers, employees, and agents, with the amount of insurance required to insure TENANT 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.

16. 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.

17. TENANT NOT CITY'S EMPLOYEE OR AGENT.

The TENANT and the CITY 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 CITY; and neither the TENANT, 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.

18. 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.

19. DATE OF EXECUTION.

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

TENANT:
Salvation Army
229 W Carolina Ave
Hartsville, SC 29550

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

Witnesses as to tenant:

Natalie M. Zeigler, City Manager

Witnesses as to City of Hartsville:

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