

STATE OF GEORGIA

COUNTY OF HALL

WILLIAMS MILL PROPERTY SERVICES AND RENTAL AGREEMENT

This **WILLIAMS MILL PROPERTY SERVICES AND RENTAL AGREEMENT** (“Agreement”) is hereby entered into by and between HALL COUNTY, GEORGIA with the address of 2875 Browns Bridge Road, Gainesville, Georgia 30504 (hereinafter the “County”) and BRANDON SMITH, an individual currently residing in the residence located on the Williams Mill Property (hereinafter “Tenant” or “Caretaker”) (hereinafter collectively referred to as the “Parties”) on the date noted herein below.

WHEREAS, Hall County, Georgia has acquired certain Green Space property known as the Williams Mill Property located on Blackjack Road, Hall County, Georgia and which is more specifically described in the documents attached hereto as Exhibit A; and

WHEREAS, the County, as Lessor, desires to rent the residence located on the Williams Mill Property to a Tenant/Caretaker for the property as Lessee; and

WHEREAS, Brandon Smith has agreed to occupy said premises as a Tenant/Caretaker and Lessee for the Williams Mill Property under the terms set forth herein; and

WHEREAS, the County as Lessor desires to rent the premises of the Williams Mill Property to Brandon Smith as Tenant/Caretaker in return for the services to be provided by Tenant/Caretaker described in detail herein; and

WHEREAS, the County has determined that leasing the property to Tenant/Caretaker under the terms described herein will serve and enhance the health, safety, and well-being of the residents of Hall County Georgia.

NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the County and Tenant/Caretaker agree as follows.

1.

TERM

The term of this Agreement shall be for one year beginning on its full execution and terminating on the anniversary date of full execution. The Agreement shall renew for an additional one year term unless either party hereto notifies the other of its/his intent not to renew, which notice shall be given in writing at least thirty days prior to the termination date of the initial term of this Agreement.

2.

PRIOR AGREEMENTS

This Agreement shall supersede all prior agreements and contracts between the parties and shall be the sole Agreement between them as to the matters specifically addressed herein.

3.

WILLIAMS MILL PROPERTY OCCUPANCY

During the term of this Agreement, Lessor Hall County, Georgia grants to Tenant/Caretaker the right to occupy the structure known as the Caretaker's residence located on the Williams Mill Property on Blackjack Road, which is more particularly described in Exhibit A attached hereto, including the right of quiet enjoyment of said residential building and the use of all existing equipment and fixtures located therein. Tenant/Caretaker shall be responsible for connecting and paying for all utilities to the residence, except that Lessor Hall County shall supply said residence with electrical and water utilities and shall be responsible for payment therefor.

4.

INSURANCE

During the term of this Agreement, Lessor Hall County, Georgia shall obtain and maintain property damage and liability insurance on the Williams Mill Property as the County deems to be appropriate, and Tenant/Caretaker shall obtain and maintain any and all renter's insurance necessary and appropriate to properly insure any and all items of personal property owned by Tenant/Caretaker and located on the Property during the term of this Agreement. Tenant/Caretaker acknowledges that Hall County, Georgia does not maintain insurance coverage as to personal property or personal injury in relation to the Williams Mill Property. By his signature on this Agreement, Tenant/Caretaker further acknowledges that Hall County, Georgia and its employees, officials, and/or agents are not responsible or liable to Tenant/Caretaker (or to any of his invited or uninvited guests) for any damage or loss of personal property or personal injury arising from any condition on the property including, but not limited to, fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, storms, negligence of other parties, or vandalism.

5.

WILLIAMS MILL PROPERTY MAINTENANCE AND SECURITY

During the term of this Agreement, Tenant/Caretaker shall perform five (5) hours of labor per week consisting of performing upkeep, maintenance, and security tasks as to the Williams Mill Property. In addition, Tenant/Caretaker shall perform any security functions that the County may deem necessary for the Williams Mill Property, including locking or unlocking the gate to the Property as directed by the County's Director of Parks and Community Services, and conducting a minimum of at least one property inspection and security check on the premises each day.

Tenant/Caretaker shall keep accurate records during the term of this Agreement which records shall indicate all of the time spent performing the various duties required by this Agreement, and the nature of the tasks performed. Tenant/Caretaker shall submit his time and task records to the County's Director of Parks and Community Services on a monthly basis. Tenant/Caretaker shall endeavor to, whenever feasible, perform the duties required by this paragraph during his regularly scheduled hours working as an employee of Hall County, Georgia.

6.

CRIMINAL ACTIVITY ON THE WILLIAMS MILL PROPERTY

Should Tenant/Caretaker discover evidence or information indicating that vandalism, theft, unlawful trespass or entry, or any other criminal activity has occurred on the Williams Mill Property, Tenant/Caretaker shall promptly notify the appropriate law enforcement authorities, and shall also notify the County's Director of Parks and Community Services of the circumstances and information he has discovered.

7.

REPAIR TO RESIDENCE AND GROUNDS

Tenant/Caretaker shall keep the Caretaker's residence and all of the grounds of the Williams Mill Property in good order, repair, and maintenance so as to present a neat and tidy appearance to visitors to the premises. The Tenant/Caretaker's reasonable discretion shall govern the times, manner, and method of performance of all of the duties of the Tenant/Caretaker required herein, however, the County's Director of Parks and Community Services shall have the discretion to notify the Tenant/Caretaker if conditions exist on the property that the County believes should be remedied. Should the Director of Parks and Community Services notify the Tenant/Caretaker of a condition on the Property that the County believes should be remedied, the Tenant/Caretaker

must either remedy the condition or respond to the request within 5 days of receipt of the Director's communication. Failure by the Tenant/Caretaker to reasonably address a notice/request by the Director shall constitute a violation of this Agreement.

8.

DEFAULT

Should the Tenant/Caretaker or any of Tenant/Caretaker's invited or uninvited guests (including any resident or occupant) violate any of the provisions of this Agreement or any policy directive of Hall County, Georgia or its Director of Parks and Community Services, the violation thereof shall constitute a default of the requirements of this Agreement and, upon request of Hall County as Lessor, Tenant/Caretaker shall vacate the premises within five (5) days of receipt of written notice of such violation and an accompanying request to vacate the premises. Tenant/Caretaker shall also ensure that any of his invited or uninvited guests (including any resident or occupant) shall also timely vacate the premises as required herein. If the Tenant/Caretaker is terminated from employment with Hall County, Georgia for any reason, said termination will constitute a default of this Agreement and require Tenant/Caretaker (and any of his invited or uninvited guests) to vacate the premises within five (5) days of said termination of employment.

9.

TERMINATION BY THE PARTIES

Either party may terminate this Agreement without cause at any time during the term of the Agreement by providing sixty (60) days written notice to the other party. Regardless of the service of a notice of termination, Tenant/Caretaker shall continue to provide the services required of him herein relating to the property until the date that he actually and fully vacates the property.

If either party terminates this Agreement as provided for herein, then the Tenant/Caretaker and all of his invited or uninvited guests (including residents and occupants) are required to fully vacate the premises and remove all personal property therefrom without any further notice or demand from Hall County, Georgia by the expiration of sixty (60) days from receipt of the written notice.

10.

MODIFICATIONS TO THE PREMISES

Tenant/Caretaker may not make or cause to be made any changes, alterations, modifications, or improvements to the Williams Mill Property grounds or Caretaker residence, including all premises covered by this Agreement, without the prior written approval of the Hall County Director of Parks and Community Services.

11.

STATUS

Tenant/Caretaker is a current employee of the County and is also serving as a Caretaker of the Williams Mill Property and occupying the premises thereof pursuant to the terms of this Agreement.

12.

APPLICABLE LAW

Tenant/Caretaker shall abide by all federal, state, and local laws during the term of this Agreement, and shall ensure that all of his invited or uninvited guests abide by all such laws, and his failure or the failure of his guests to abide by any such law, including all laws prohibiting the use, manufacture, distribution, and/or possession of any illegal substances or objects (including but not limited to controlled substances, drug paraphernalia, or weapons), will constitute a default

of this Agreement pursuant to paragraph 8 above and the County may utilize the remedies discussed in paragraphs 8 and/or 9 above.

13.

CONDUCT OF TENANT/CARETAKER

Should the Tenant/Caretaker or his invited or uninvited guests (including residents or occupants) engage in conduct during the term of this Agreement that reflects poorly to the public upon Hall County government and/or its organizational values as expressed by the County's Board of Commissioners, the Tenant/Caretaker will be in default of this Agreement pursuant to paragraph 8 above, and the County may utilize the remedies discussed in paragraphs 8 and/or 9 above.

14.

PETS/ANIMALS

No pets or domesticated animals of any sort are allowed anywhere on the premises (temporarily or otherwise) without the written permission of the Hall County Administrator, unless required by federal or state law (such as for a properly authenticated and certified assistance animal for a disabled person). All non-permitted animals must be removed from the premises within 24 hours of notice from Hall County, Georgia, otherwise the Tenant/Caretaker will be in default of this Agreement pursuant to paragraph 8 above, and the County may utilize the remedies discussed in paragraphs 8 and/or 9 above. Tenant/Caretaker will be responsible for any and all damages to the premises (including the dwelling, landscaping, and outdoor improvements) caused by any animal, and payment therefor shall be immediately made upon demand. Tenant/Caretaker shall indemnify and hold Hall County, Georgia and its agents, officers, officials, and employees harmless for all damages and injuries (including litigation and attorneys' fees) resulting from the presence or actions of an animal on the premises.

15.

TENANT/CARETAKER RESPONSIBILITY

In all matters required by this Agreement, Tenant/Caretaker is responsible for all invited or uninvited guests to the property, including all occupants and residents. If any invited or uninvited guest violates this Agreement, Tenant/Caretaker shall be considered to be in default of this Agreement pursuant to paragraph 8 above, and the County may utilize the remedies discussed in paragraphs 8 and/or 9 above.

16.

INDEMNIFICATION

Tenant/Caretaker hereby agrees to indemnify, and hold free and harmless, Hall County, Georgia (Hall County Government), Hall County Commissioners (individually or collectively), and Hall County's agents, public servants, employees, officers, directors, elected officials or any other similarly-affiliated persons (in their official capacity or their individual capacity) against any loss or expense including attorneys' fees, by reason of any liability imposed by law upon the County (or other individuals listed herein above), except in the case of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of the duties required of Tenant/Caretaker in this Agreement.

17.

ASSIGNMENT

Tenant/Caretaker may not assign this Agreement or his responsibilities hereunder to any third party without prior written permission of Hall County, Georgia, and the property may not be sub-leased without the express written permission of the Hall County Administrator.

18.

NOTICE

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail or overnight delivery, return receipt requested, addressed to the Tenant/Caretaker at the address of his residence at the Williams Mill Property, or addressed to the then current Hall County Director of Parks and Community Services at his or her office mailing address with a copy to the County Administrator at 2875 Browns Bridge Road, Gainesville, Georgia 30504 (or any other addresses as designated by the parties by properly delivered notice).

19.

COMPLETE AGREEMENT

This Agreement and any attached exhibits constitute the entire agreement between the County and Tenant/Caretaker, and no prior written or prior contemporaneous or subsequent oral promises or representations shall be binding upon the parties.

20.

AMENDMENTS

This Agreement shall not be amended, modified, or changed except by written instrument duly executed by both parties.

21.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

22.

GOVERNING LAW AND ENFORCEMENT

This Agreement shall be governed by the laws of the State of Georgia and shall be enforced in the courts of Hall County, Georgia. If any term or provision of this Agreement, or application thereof, shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall be valid and enforced to the fullest extent permitted by law.

23.

PERFORMANCE WAIVER

The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

24.

IMMUNITIES

No provision of this Agreement is intended to nor shall it be construed to in any way waive any immunities, protections, or defenses to liability provided to either of the parties hereto by the laws of the State of Georgia or by federal law.

In witness whereof, the Parties hereto have formally executed this Agreement this ____ day of _____, 2024.

[Signatures on following page.]

HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman
Hall County Board of
Commissioners

ATTEST:

_____(SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

William J. Linkous III, County Attorney

BRANDON SMITH

Print: _____

Sworn to and subscribed before me this
_____ day of _____, 20____.

Notary Public

My commission expires:

Exhibit A