

STATE OF GEORGIA

COUNTY OF HALL

RIVER FORKS PROPERTY SERVICES AND RENTAL AGREEMENT

This **RIVER FORKS 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 Derrick Beeson, an individual, and current Hall County employee (hereinafter “Tenant” or “Caretaker”) currently residing in the caretaker’s residence located on the River Forks Property at 3500 Keith Bridge Rd, Gainesville, GA 30504. The County and the Tenant are hereinafter collectively referred to as the “Parties”.

WHEREAS, River Forks and Campground is a property currently leased by the County from the Army Corps of Engineers; and

WHEREAS, the County, as Lessor, desires to rent the residence, an apartment contained within the office building, located on the River Forks Property to a Tenant/Caretaker for the property as Lessee; and

WHEREAS, Derrick Beeson has agreed to occupy the caretaker’s residence as a Tenant/Caretaker and Lessee for the River Forks Property under the terms set forth herein; and

WHEREAS, the County as Lessor desires to rent the caretaker’s residence on the River Forks property to Derrick Beeson 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 caretaker’s residence 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 (30) 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.

RIVER FORKS RESIDENCE 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. The caretaker's residence is an apartment contained within the office building on the River Forks property. The River Forks Park and Campground Property is located at 3500 Keith Bridge Road, Gainesville, Ga 30504. Tenant/Caretaker shall be entitled to the right of quiet enjoyment of said residential space and the use of all existing equipment and fixtures located within the apartment. Tenant/Caretaker shall be responsible for connecting and paying for all utilities to the caretaker's

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 River Forks caretaker's residence 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 River Forks residence. 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.

RIVER FORKS PARK AND CAMPGROUND PROPERTY MAINTENANCE AND

SECURITY

During the term of this Agreement, Tenant/Caretaker shall continue to perform the duties of his already existing employment with Hall County. In addition, Tenant/Caretaker shall be available to and shall assist with afterhours security on the River Forks property generally as may

be necessary and shall be available and shall assist with any afterhours emergency maintenance on the River Forks property generally as may be necessary. 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.

6.

CRIMINAL ACTIVITY ON THE RIVER FORKS 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 River Forks 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 AND MAINTENANCE OF THE RESIDENCE

Tenant/Caretaker shall keep the caretaker's residence in good order, repair, and maintenance so as to present a neat and tidy appearance to visitors to the premises. Should the Director of Parks and Community Services notify the Tenant/Caretaker of a condition or issue with the apartment 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 and entitle the County to begin eviction proceedings if it so chooses.

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 entitle Hall County to begin eviction proceedings within five (5) days of receipt of written notice of such violation and an accompanying request to vacate the premises. 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 entitle Hall County to begin eviction proceedings 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 River Forks property until the date that he actually and fully vacates the residence/apartment. 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 River Forks Park and Campground 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 River Forks Park and Campground and occupying the caretaker's residence 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 the County deems in its sole discretion 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 River Forks property generally or in the caretaker's residence on the property (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 River Forks 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.

[SIGNATURES ON FOLLOWING PAGE]

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

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

DERRICK BEESON

Print: _____

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

Notary Public

My commission expires: