

**LEASE AGREEMENT FOR SIX HUNDRED SQUARE FEET OF THE HALL COUNTY  
CENTRAL SERVICES FACILITY – 1694 BARBER ROAD, GAINESVILLE,  
GEORGIA 30507**

This Lease (hereinafter referred to as "Agreement") made and entered this \_\_\_\_ day of December 2024, between **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "Lessor", and **KEEP HALL BEAUTIFUL**, hereinafter referred to as "Lessee".

**WITNESSETH:**

- 1. Premises.** The Lessor, for and in consideration of Lessee agreeing to pay five (5) percent of all utility expenses for the facility, leases and rents unto the said Lessee, and said Lessee hereby leases and takes upon the terms and conditions which hereinafter appear, six hundred (600) square feet of space of the Hall County Central Services Facility located at 1694 Barber Road, Gainesville, Georgia 30507 (hereinafter referred to as the "Premises") as is more particularly shown in the attached Exhibit "A".
- 2. Term.** The Lessee shall have and hold the Premises for a term of one year beginning on January 1<sup>st</sup>, 2025, and ending on December 31<sup>st</sup>, 2025, at midnight, unless Agreement is sooner terminated as hereinafter provided. The Agreement shall automatically renew for successive one-year terms unless notice is provided in writing by either the Lessee or Lessor to the other party at least fifteen (15) days prior to the expiration of the current term that they wish to terminate the Agreement.
- 3. Rental.** On a monthly basis, Lessee agrees to pay to Lessor an amount equal to five (5) percent of all utility expenses for the facility. Monthly, Lessor shall be responsible for notifying Lessee of the amount due for the prior month. Lessee shall then have seven (7)

days to remit payment to Lessor once they are notified of the amount owed. Following the termination of this Agreement, Lessee shall have a continuing obligation to make payment to Lessor for the utility costs owed for the final month of the Agreement.

**4. Lessor's/Lessee's Specific Covenants.** Lessor and Lessee do hereby further covenant and agree:

(a) **Structural/Alterations.** Lessee agrees that it will make no structural alterations to the building without the prior written consent of Lessor.

(b) **Maintenance and Repairs.** Lessee shall maintain the portion of the facility it is occupying in good condition and promptly notify Lessor of any repairs and/or maintenance that may be required.

(c) **Utilities.** As Lessee shall be occupying six hundred square feet of a larger facility, Lessee agrees to remit payment to Lessor, monthly, in an amount equal to five (5) percent of the facility's total utility costs. Lessor will be responsible for notifying Lessee of what they owe monthly as outlined above.

**5. Habitation Stoppage.** If the premises are destroyed (or so substantially damaged as to be unleaseable) by storm, fire, earthquake, or other casualty; this lease shall terminate as of the date of such destruction or damage. If the premises are damaged but not rendered wholly unleaseable by any such casualty, Lessor shall restore the Premises as speedily as practicable. If the damage cannot be repaired in sixty (60) days, this lease shall be terminable as of the date of damage by either party hereto giving to other written notice of termination.

**6. Non-Waiver of Rights.** It is further agreed that every remedy conferred upon or reserved to Lessor and Lessee by this Agreement, or any existing by reason of the laws of the State

of Georgia as now or hereafter in force, shall be cumulative, and that every power and remedy given in this lease to Lessor and Lessee may be exercised by each from time to time and as often as occasion may arise. No delay or omission of Lessor or Lessee to exercise any right, power, or remedy shall impair or toll the same or be construed to be a waiver of any default of Lessee or Lessor.

7. **Lessee Default.** If default shall at any time be made by Lessee in any of the covenants herein contained to be kept, observed and performed by Lessee, or if Lessee shall be declared insolvent according to law, or if any petition in bankruptcy or for relief under any of the bankruptcy laws, as amended, shall be filed by or against Lessee, or if any assignment of Lessee's property shall be made of the benefit of creditors, or if a receiver shall be appointed for Lessee, then and in any of these cases, Lessor shall notify Lessee in writing of such default and Lessee shall have thirty (30) days after written notice thereof from Lessor to Lessee to cure default (unless such default is one that cannot reasonably be cured within thirty (30) days and shall have commenced to cure said default within said thirty (30) days); and if not cured during such respective period, terminate this lease. Upon the termination of this lease at the option of Lessor aforementioned, or at the expiration by lapse of time of the term hereby leased, Lessee will at once surrender possession of the said premises to Lessor and remove all effects therefrom. Lessor shall also be entitled to terminate the lease for any reason or no reason by providing Lessee with sixty (60) days notice that they intend to terminate.
8. **Successors.** This Agreement, and all of the terms, provisions, covenants, and agreements thereof, shall inure to the benefit of and bind the heirs, executors, administrators, successors, legal representatives, grantees and assigns of the respective parties hereto.

**9. Insurance.**

Lessor at all times during the term of this Agreement, will insure and keep in effect on the leased property fire and liability insurance covering the property interest of the Lessor, written by an insurance company or companies authorized to do business in the state in which the Premises are situated, in an amount or amounts sufficient to pay in full all losses covered thereby. Lessor will not insure any property or interests of the Lessee in or within the building including, but not limited to, office furniture, equipment, or inventory. Lessee agrees to carry such insurance at its own expense, if desired.

**10. Assignment and Subletting.** Lessee shall not, without the prior written consent of Lessor endorsed hereon, assign this Agreement or any interest hereunder, or sublet the Premises, or any part thereof, or permit the use of the Premises by any party other than Lessee. Consent to any assignment or sublease shall not impair this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Lessor. Assignee of Lessee, at option of Lessor, shall become directly liable to Lessor for all obligations of Lessee hereunder, but no sublease or assignment by Lessee shall relieve Lessee of any liability hereunder.

**11. Removal of Fixtures.** Lessee may (if not in default hereunder) prior to the expiration of this Agreement or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided Lessee repairs all damage to the Premises caused by such removal.

**12. Indemnification.** Lessee agrees that to the maximum extent allowed by law that Lessee

shall indemnify, defend, and hold harmless Lessor and its officers, directors, employees, agents, affiliates, successors, and permitted assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees and the costs of enforcing any right to indemnification under this Agreement, arising out of or resulting from any claim of a third party resulting from this Agreement or from Lessee's occupancy of the Premises.

**13. Entire Agreement.** This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

**IN WITNESS WHEREOF**, the said parties have hereunto set their hands and seals this the day and year first above written.

Signed, Sealed and delivered  
In the presence of:

Jennifer Rivera, Clerk

LESSOR:  
HALL COUNTY, GEORGIA

By: \_\_\_\_\_ (SEAL)  
Richard Higgins, Chairman  
Hall County Board of Commissioners

Signed, Sealed and delivered  
In the presence of:

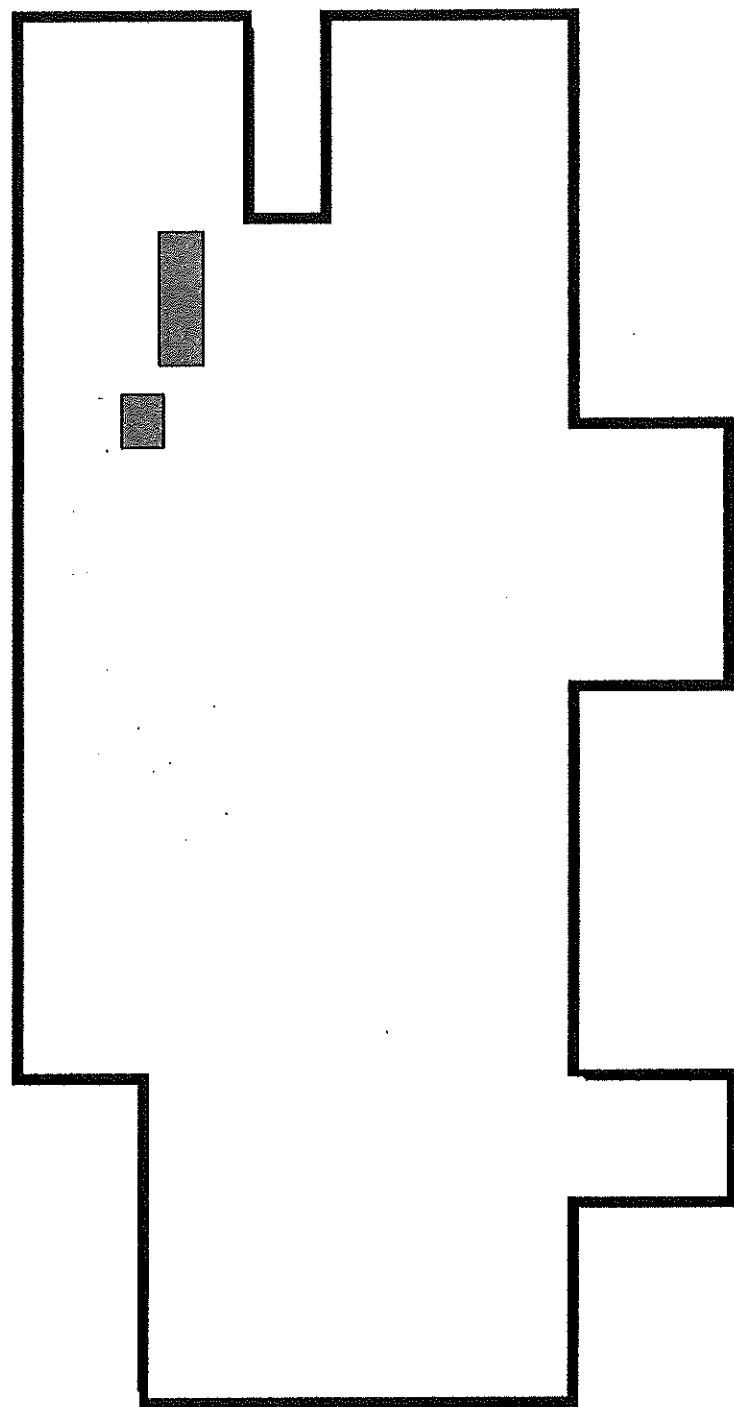
Notary Public

LESSEE:  
KEEP HALL BEAUTIFUL

By:  (SEAL)  
Title: Executive Director

Approved as to Form

EXHIBIT A



FACILITIES MANAGEMENT COMPLEX