

STATE OF GEORGIA
COUNTY OF HALL

COMMERCIAL RENTAL AGREEMENT FOR OFFICE SPACE

THIS RENTAL AGREEMENT ("Agreement") is made and entered into as of the ____ day of November, 2026 ("Effective Date"), by and between:

LESSOR: 9TH Judicial District Mediation
Address: 311 Jesse Jewell Parkway, Suite 104, Gainesville, Georgia, 30501
Phone: 770-535-6909
Email: 9thmediation@gmail.com

and

LESSEE: Hall County, Georgia
For use by: Northeastern Judicial Circuit
Address: 2875 Browns Bridge Road, Gainesville, Georgia, 30504.
Phone/Email: 770-535-8288

Collectively, the "Parties."

1. RECITALS

WHEREAS, the Lessor owns or is authorized to lease certain office space located at 311 Jesse Jewell Parkway, Suite 104, Gainesville, Georgia ("Building"); and

WHEREAS, the Lessee desires to lease office space for governmental and administrative use;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

2. DEFINITIONS

For purposes of this Agreement, the following definitions apply:

"Premises" refers to the two (2) interior offices designated for Lessee's use.

"Common Areas" refers to shared hallways, conference rooms, break rooms, restrooms, and copier/printing areas.

"Access Credentials" refers to keys, access cards, entry codes, or other tools enabling Building access.

"Term" refers to the duration specified in Section 3.

3. TERM

The Term shall commence on November 1, 2026, and continue through April 30, 2027, unless terminated earlier or renewed as provided in Section 4.

4. RENEWAL AND TERMINATION NOTICE

Following expiration of the initial Term, this Agreement may renew on a month-to-month basis.

The Lessee shall provide thirty (30) days' written notice of intent to renew or vacate.

Either Party may terminate the Agreement during the initial term or any renewal period with thirty (30) days' written notice.

5. RENT AND PAYMENT TERMS

Monthly Rent: \$800.00. Rent shall be due on the 5th day of each month. Payments shall be made payable to 9th Judicial District Mediation. Accepted payment method(s): check(s) and/or electronic payment.

6. USE OF PREMISES

The Premises shall be used solely for official governmental and administrative purposes of the Northeastern Judicial Circuit.

Lessee shall comply with all applicable federal, state, and local laws, regulations, ordinances, and Building policies.

7. ACCESS TO BUILDING

The Lessee shall have twenty-four (24) hour access to the Building and the Premises.

The Lessor shall provide all Access Credentials necessary for lawful access.

The Lessee shall safeguard all Access Credentials and return them upon termination of the Agreement.

Access may be restricted temporarily due to emergencies, security protocols, or maintenance activities, with reasonable prior notice for non-emergency restrictions.

8. SECURITY REQUIREMENTS

The Lessee shall comply with all Building security protocols, including after-hours access procedures and alarm system requirements.

The Lessee is responsible for ensuring doors are secured following any after-hours entry.

The Lessor retains exclusive control over all Building security systems.

9. EMERGENCY ACCESS AND RESPONSE

The Lessor may enter the Premises without prior notice in the event of an emergency involving life safety, structural integrity, or property protection.

The Lessee shall provide two (2) emergency contacts who can be reached at all times.

The Lessee shall comply with posted emergency procedures, evacuation protocols, and directives.

Nothing in this Agreement restricts the Lessor's lawful inspection rights under Georgia law.

10. MAINTENANCE AND REPAIRS

The Lessor shall maintain the Building and Common Areas except where damage has been caused by the Lessee's negligence or misuse.

The Lessee shall promptly report any maintenance concerns.

11. UTILITIES AND SERVICES

The following utilities/services are included as part of Rent:

☒ Electricity ☒ Water ☒ Internet ☒ Janitorial Services ☒ Other: Copier, Phones.

The Lessee's personal property is not covered by any Lessor insurance policy.

12. INSURANCE

The Lessee shall maintain such insurance as it customarily maintains for its governmental operations and as required by law.

13. INDEMNIFICATION

To the extent permitted by law and subject to all applicable immunities and defenses, the Lessee shall indemnify, defend, and hold harmless the Lessor from all claims arising from the Lessee's acts, omissions, use of the Premises, or breach of this Agreement.

To the extent permitted by law and subject to all applicable immunities and defenses, the Lessor shall indemnify, defend, and hold harmless the Lessee from all claims arising from the Lessor's acts, omissions, use of the Premises, or breach of this Agreement.

Neither Party shall be liable for consequential, special, or punitive damages except where caused by gross negligence or intentional misconduct.

Nothing herein shall be construed as a waiver of the Lessee's sovereign immunity or governmental immunity.

14. RIGHT OF INSPECTION

The Lessor may enter the Premises during normal business hours for inspection or maintenance with reasonable advance notice, except in emergencies.

15. ASSIGNMENT AND SUBLETTING

The Lessee shall not assign, sublease, or transfer any portion of the Premises without the Lessor's prior written consent.

16. ALTERATIONS AND IMPROVEMENTS

The Lessee shall not make alterations, additions, or improvements without the Lessor's prior written consent.

Approved improvements shall become the property of the Lessor unless otherwise agreed.

17. HOLDOVER

Should the Lessee remain in possession after expiration of the Term without a written renewal, the tenancy shall convert to a month-to-month tenancy subject to existing terms unless otherwise stated in writing.

18. DAMAGE OR DESTRUCTION

If the Premises become unusable due to fire or other casualty, rent shall abate proportionally.

Either Party may terminate the Agreement if repairs cannot reasonably restore the Premises.

19. ENVIRONMENTAL COMPLIANCE

The Lessee shall not bring or store hazardous materials on the Premises except materials customarily used in office environments handled in compliance with applicable laws.

20. NO WAIVER

Failure of either Party to enforce any provision shall not constitute a waiver of that provision.

21. QUIET ENJOYMENT

The Lessee shall have quiet enjoyment of the Premises provided it complies with this Agreement.

22. NOTICE DELIVERY

All notices required under this Agreement shall be delivered via certified mail, overnight courier, or email with confirmation of receipt.

23. BROKERAGE

No real estate broker or agent represents either Party in this Agreement.

24. GOVERNMENT PROCUREMENT COMPLIANCE

The Parties acknowledge that the Lessee is a governmental entity subject to the procurement, purchasing, ethics, and contracting regulations of the State of Georgia and applicable County requirements. Nothing in this Agreement shall obligate the Lessee to act contrary to any procurement statute, regulation, or policy.

The Lessor warrants that it is not debarred, suspended, or otherwise prohibited from contracting with any governmental entity within the State of Georgia.

In the event of any conflict between this Agreement and mandatory procurement requirements applicable to the Lessee, such procurement requirements shall control.

No provision herein shall obligate the Lessee to expend funds not lawfully appropriated or available.

25. FISCAL FUNDING / APPROPRIATIONS

This Agreement is subject to the availability and lawful appropriation of funds by the Hall County Board of Commissioners. In the event that funds are not appropriated or are otherwise unavailable for the continued performance of this Agreement, the County may terminate the Agreement without penalty upon written notice to the Lessor.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties. No third-party beneficiaries, intended or implied, are created by this Agreement.

27. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia.

Venue for any dispute shall lie in the county where the Premises are located.

28. COMPLIANCE WITH ALL LAWS

Both Parties shall comply with all applicable federal, state, and local laws, regulations, ordinances, codes, and permitting requirements related to the use and occupation of the Premises.

29. SEVERABILITY

If any provision is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

30. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations.

Any amendments must be in writing and signed by both Parties.

31. SIGNATURES

The individuals executing this Agreement represent and warrant that they are duly authorized to bind their respective entities.

LESSOR

Name: Valerie A. Lyle Title: Director
Signature: [Signature] Date: 10/08/2024

LESSEE

Name: _____ Title: Chairman, Board of Commissioners
Signature: _____ Date: _____

Acknowledged and Agreed to: Northeastern Judicial Circuit

Name: Jason Stephenson Title: Circuit Court Administrator
Signature: _____ Date: _____

RENEWAL ADDENDUM

THIS RENEWAL ADDENDUM ("Addendum") is attached to and made part of the Commercial Rental Agreement ("Agreement") dated April 1, 2027, between 9th Judicial District Mediation ("Lessor") and Hall County Board of Commissioners ("Lessee"), on behalf of the Northeast Judicial Circuit.

Pursuant to Section 4 of the Agreement, the Parties hereby agree to renew the Agreement as follows:

1. **RENEWAL TERM** The Agreement is renewed for an additional term beginning on May 1, 2027, and continuing on a month-to-month basis unless terminated by either Party with thirty (30) days' written notice.
2. **RENT AMOUNT** Monthly rent for the renewal period shall be \$800.00, payable as specified in the Agreement.
3. **CONTINUATION OF TERMS** All terms, conditions, rights, and obligations of the original Agreement shall remain in full force and effect during the renewal period.
4. **EFFECTIVE DATE** This Addendum becomes effective on the first day of the renewal period identified above.

The individuals executing this Agreement represent and warrant that they are duly authorized to bind their respective entities.

LESSOR Name: _____ Title: _____

Signature: _____ Date: _____

LESSEE Name: _____ Title: _____

Signature: _____ Date: _____

Acknowledged and Agreed to: Northeastern Judicial Circuit

Name: _____ Title: _____

Signature: _____ Date: _____