

STATE OF GEORGIA
COUNTY OF GORDON

LEASE AGREEMENT BETWEEN THE GORDON COUNTY BOARD OF
COMMISSIONERS AND PREVENT CHILD ABUSE GORDON COUNTY, INC.

This LEASE AGREEMENT (hereinafter "Agreement") is made and entered into this| day of November, 2017 by and between GORDON COUNTY BOARD OF COMMISSIONERS (hereinafter "Landlord"), whose address is P.O. Box 580, Calhoun, Georgia 30703-580, and PREVENT CHILD ABUSE GORDON COUNTY, INC. (hereinafter "Tenant"), whose address is P. O. Box 1312, Calhoun, Ga. 30703. Landlord and Tenant, and are collectively referred to as the "Parties."

1. PREMISES

Landlord hereby rents to Tenant, and Tenant hereby takes and rents from the Landlord, the building, fixtures and entry ways located at 320 N. River Street, that is commonly been referred to as the Mental health facility. (hereinafter the "Premises").

2. RENT/UTILITIES

Tenant shall pay \$1.00 per year to Landlord for occupying the Premises. Tenant shall be responsible for all telecommunication services, janitorial services, landscaping services (excluding Lawn Mowing), trash removal, day to day upkeep (such as light bulbs and water on the floor), and utilities, including water, electricity, gas, light, heat and power. Landlord shall be responsible for lawn mowing, roof and exterior walls, maintenance of the parking lot and sidewalks and quarterly pest control.

3. USE OF PREMISES

Landlord and Occupying Agency agree the Premises shall be used solely for office use and activities related to the programs services and initiatives of Prevent Child Abuse Gordon County, Inc.

4. TERM

This Agreement shall be for an initial term commencing on the 1st of December, 2017 and ending on 30th of June, 2022, (hereinafter the "Initial Term") unless this Agreement shall sooner be terminated as hereinafter provided. If Tenant or Occupying Agency is not in default of any of its obligations hereunder, the Tenant shall be permitted to extend this Agreement for successive (July 1 to June 30) Five (5) year renewal period(s) (hereinafter "Renewal Term(s)") provided Tenant gives Landlord at least forty-five (45) days written notice prior to the expiration of the Initial Term or the then current Renewal Term that Tenant elects to renew this Agreement. The Renewal Term will begin upon expiration of the Initial Term or the then effective Renewal Term. All of the terms, covenants and provisions of this Agreement shall be applicable for the Renewal Term. The Initial Term and any and all effective Renewal Terms are collectively referred to as the "Term."

5. REPAIRS AND MAINTENANCE

During the Term, Tenant, shall service, replace, keep and maintain in good order and repair each and every part and portion of the interior of the Premises excluding maintenance of the air conditioner unit as provided for hereinabove. Services, replacements, or repairs made by the Landlord to the Premises, shall not be construed as a waiver of this provision. Upon the end of this lease the Tenant shall return the premises to the Landlord in the same condition as it existed upon occupancy with only ordinary wear and tear excepted. The Tenant may make modifications to the premises such as paint and cabinetry without the Landlord's consent. Any changes to the walls or structure may be made upon the Landlord's written consent. Any modifications made by the Tenant that become fixtures, will become property of the landlord at the end of the Tenant's occupancy if the removal of the fixture would cause damage to the building such as a hole in the wall or floor.

6. INSURANCE

Tenant shall not use the Premises for any purpose other than that stated in Paragraph 3 hereof. No use shall be made of the Premises or acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Tenant further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies. Throughout the Term of this Agreement, Tenant shall maintain an insurance policy on its fixtures, furnishings, equipment and personal property located in the Premises in an amount not less than full replacement cost against loss or damage by fire and all other casualties and risks. The Tenant shall maintain adequate liability and workers compensation insurance and place a copy on file with the Landlord.

7. CANCELLATION FOR CONVENIENCE

The Parties reserve the right to cancel this Agreement for convenience by giving at least six months prior written notice of such cancellation to the non-cancelling Parties.

8. ABANDONMENT

The Parties agree that this Agreement will terminate, and the Premises will revert to the Landlord, in the event the Premises are abandoned by the Tenant or the Occupying Agency.

9. REMOVAL OF FIXTURES

At any time before the expiration or earlier termination of this Agreement, or upon a reasonable time thereafter, either Tenant or Occupying Agency shall have the right and privilege to remove all fixtures, furnishings, equipment, and personal property either Tenant or Occupying Agency has placed in or upon the Premises.

10. NOTICES

All notices, requests, demands and other communications provided for hereunder shall be in

writing, mailed by first class United States certified mail, return receipt requested, delivered by overnight carrier (such as, but not limited to, UPS or Federal Express), or personally delivered to the applicable party at the addresses as stipulated herein before, or at such other address as a party hereto may from time to time, by notice the other Parties, designate a different person or title, or both as applicable, address or addresses to which notices to said party shall be given.

11. SURRENDER OF PREMISES

In the event of cancellation or early termination of this Agreement, the Tenant shall surrender the Premises to Landlord in good order and condition ordinary wear and tear, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of Landlord excepted.

12. ENTRY FOR INSPECTION BY LANDLORD

The Tenant shall permit the Landlord, its agents or employees, to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises or for the purpose of maintaining or making repairs alterations or additions to any portion of the Premises. The Landlord's entry shall not unreasonably interfere with Tenant's business.

13. ASSIGNMENT AND SUBLETTING OF PREMISES BY THE TENANT

The Tennant shall not transfer, assign, or sublet the premises to another person or entity without the Landlord's express written consent.

14. ENTIRE AGREEMENT

This Agreement sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the Premises. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Agreement. If any provision of this lease violates the terms of the grants, then the grant terms shall control and all other terms of this lease that are not inconsistent with the grant shall survive.

IN WITNESS WHEREOF, the Parties have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

Gordon County Board of Commissioners,
Landlord

Prevent Child Abuse Gordon County, Inc.
Tenant

By: _____
Becky Hood, Board Chairman

By: _____
Angela White, Executive Director

Attest: _____
Annette Berry, Clerk

Attest: _____
Audra Arnold, President