

**RENTAL AGREEMENT
BETWEEN THE
GORDON COUNTY BOARD OF COMMISSIONERS
AND
STATE PROPERTIES COMMISSION**

This **RENTAL AGREEMENT** (hereinafter "Agreement") is made and entered into this ____ day of _____, 20____, by and between **GORDON COUNTY BOARD OF COMMISSIONERS** (hereinafter "Landlord"), whose address is P.O. Box 580, Calhoun, Georgia 30703-0508, the **STATE PROPERTIES COMMISSION** (hereinafter "Tenant"), whose address is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, on behalf of **DEPARTMENT OF PUBLIC SAFETY** ("Occupying Agency"), whose address is 959 United Avenue, S.E., Atlanta, Georgia 30316. The Landlord, Tenant, and Occupying Agency shall collectively be referred to as the "Parties."

1. PREMISES

Landlord hereby rents to Tenant, and Tenant hereby takes and rents from the Landlord, on behalf of the Occupying Agency, 9,000 square feet of office space located at 402 Belwood Road, S.E., Calhoun, Georgia 30701-3954 (hereinafter the "Premises"). The Premises are more clearly identified on the drawing attached hereto as "Exhibit A" and incorporated herein by reference.

2. RENT/UTILITIES

In consideration for providing the Premises, Tenant shall cause the Occupying Agency to pay dollar amount (\$10.00) per year to Landlord for occupying the Premises. Tenant shall cause Occupying Agency to be responsible for all telecom, utilities and janitorial expenses, and Landlord shall be responsible for all other expenses for the Premises, including, but not limited to trash removal.

3. USE OF PREMISES

Landlord and Occupying Agency agree the Premises shall be used solely for the purpose of carrying out the Occupying Agency's day-to-day services, and the Premises shall only be occupied during Landlord's normal operating hours.

4. TERM

This Agreement shall be for an initial term commencing on the 1st day of July, 2021 and ending on

the 30th day of June, 2022, (hereinafter the “Initial Term”) unless the Agreement is terminated during the Initial Term or Renewal Term period. If Tenant or Occupying Agency is not in default on any of its obligations hereunder, the Tenant shall be permitted to extend this Agreement for Seven (7) successive, one (1) 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 current Renewal Term that Tenant elects to renew this Agreement. The Renewal Term shall begin upon expiration of the Initial Term or the current Renewal Term. All of the terms, covenants and provisions of this Agreement shall be applicable for the Renewal Term. The Initial Term and all effective Renewal Terms are collectively referred to as the “Term.”

5. REPAIRS

During the Term, Landlord, at its sole cost and expense, shall be responsible for servicing, replacing, keeping and maintaining, in good order and repair, all aspects of the Premises, except that Tenant shall reimburse Landlord upon demand for reasonable costs of replacements, maintenance, or repairs necessitated by the willful misconduct of Tenant. Services, replacements, or repairs made by the Tenant or its Occupying Agency to the Premises, shall not be construed as a waiver of this provision.

6. JANITORIAL SERVICES

Occupying Agency shall furnish and pay for all janitorial services for the Premises.

7. INSURANCE

Neither Tenant nor Occupying Agency shall use the Premises for any purpose other than that stated in “Paragraph 3” hereof. The Tenant and Occupying Agency are prohibited from any use of the Premises or acts on the Premises that may cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Tenant and Occupying Agency further agree not to sell or permit to be kept for use on the Premises, any article(s) which may be prohibited by the standard form of fire insurance policies. Throughout the Term of this Agreement, Tenant shall cause the Occupying Agency to maintain an insurance policy or, through a program of self-insurance, insurance coverage for Occupying Agency’s fixtures, furnishings, equipment and personal property located in the Premises. Occupying Agency shall carry a policy with an amount not less than full replacement cost against loss or damage by fire and all other casualties and risks.

8. CANCELLATION FOR CONVENIENCE

The Parties reserve the right to cancel this Agreement for convenience by giving at least one

hundred twenty (120) days' prior written notice of such cancellation to the non-cancelling Parties.

9. ABANDONMENT

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

10. REMOVAL OF FIXTURES

At any time before the expiration, or earlier termination, of this Agreement, or within 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.

11. 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 in "Paragraph 1", or at such other address as a party may designate. All parties reserve the right, by written notice, to name a different person or title, and to change the address where notices shall be given.

12. SURRENDER OF PREMISES

In the event of cancellation or early termination of this Agreement, the Tenant shall cause the Occupying Agency to 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 are excepted.

13. ENTRY FOR INSPECTION BY LANDLORD

The Tenant and Occupying Agency 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 necessary portions of the Premises. The Landlord's entry shall not unreasonably interfere with Tenant's or Occupying Agency's business functions.

14. ASSIGNMENT AND SUBLETTING OF PREMISES BY THE TENANT

Landlord recognizes and acknowledges that (I) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia By O.C.G.A. § 50-16-32; (II) Tenant's duties include the management of the utilization of administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (III) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting such space to an Occupying Agency (as hereinafter defined) requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant's sublet of the premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord's consent, so long as Tenant gives Landlord prior written notice. For purposes here, an "Occupying Agency" means: (I) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, and (II) any other entity as permitted by State Law. Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any other Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any other Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.

15. RIDER

A Rider, identified as "EXHIBIT B," attached hereto and incorporated herein, sets forth certain original, additional or substitute provisions. In the event of any conflict between this Agreement and any Riders, the terms of the Rider shall control.

16. ENTIRE AGREEMENT

This Agreement, including any attached exhibits, embodies and 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.

(Signatures begin on next page and remainder of page is intentionally blank)

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.

Signed, sealed and delivered
as to Landlord in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

LANDLORD:

GORDON COUNTY BOARD OF
COMMISSIONERS

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Signed, sealed and delivered
as to Tenant in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

TENANT:

STATE PROPERTIES COMMISSION

By: _____

Name: _____

Title: _____

Signed, sealed and delivered
as to Occupying Agency in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

OCCUPYING AGENCY:

DEPARTMENT OF PUBLIC SAFETY

By: _____

Name: _____

Title: _____

EXHIBIT A

[Floor Plans to Be Attached]

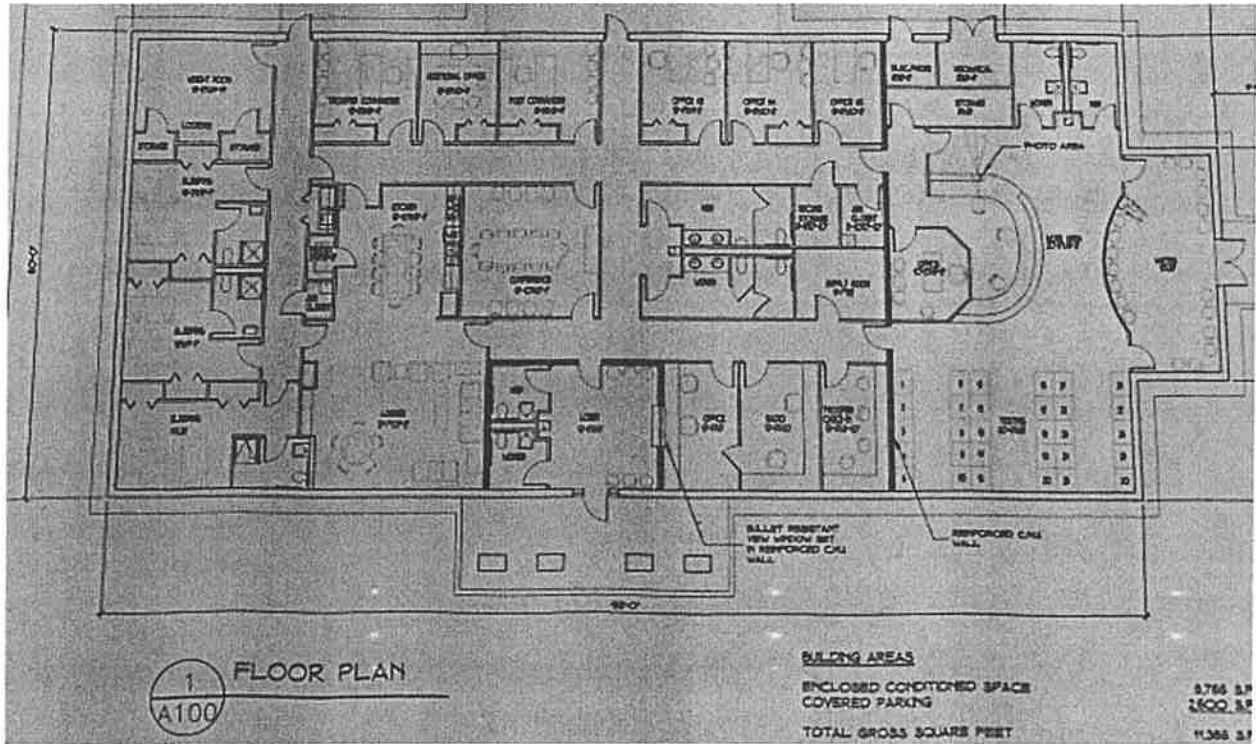


EXHIBIT B

[Rider]

This Rider shall be a part of the foregoing Master Lease Agreement (the “Agreement”) by and between **GORDON COUNTY BOARD OF COMMISSIONERS** as “Landlord,” and the **STATE PROPERTIES COMMISSION** as “Tenant.” In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Agreement to which this Rider is attached, the terms and conditions of the Rider shall control. In addition to any other terms whose definitions are fixed and defined within this Rider, the terms used herein with the initial letter capitalized shall have the same meaning ascribed to them as set forth in the main text of the Agreement or any of the Agreement’s Exhibits.

TERMINATION OF EXISTING DOCUMENT – The Parties agree that upon the full execution and delivery of this Agreement, the Memorandum of Agreement dated July 3, 2006 by and between **GORDON COUNTY BOARD OF COMMISSIONERS** (“Lessor”) and the **GEORGIA DEPARTMENT OF PUBLIC SAFETY** (“Lessee”) shall terminate effective June 30, 2021.

The Gordon County Board of Commissioners provides this space to the Georgia Department of Public Safety for use by the Georgia State Patrol, Post 43, Troop and Post Operations.