

STATE OF GEORGIA
COUNTY OF COWETA

FACILITIES LEASE AGREEMENT

THIS FACILITIES LEASE AGREEMENT (this “**Lease**”), made and entered into on this ___ day of _____, 2020, between THE CITY OF NEWNAN, GEORGIA, a Georgia Municipal Corporation of the first part, hereinafter called “**Lessor**”, and THE COWETA COUNTY DEVELOPMENT AUTHORITY, a constitutional development authority, of the other part, hereinafter called “**Lessee**”.

TERMS

1) PREMISES. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, upon the terms and conditions set forth in this Lease, the premises located in the Newnan Municipal Building located at 25 Jefferson Street, Newnan, Georgia 30263 (the “**Building**”) identified as the two office suite on the second floor on the north end of the Building (the “**Premises**”), with access to the Premises through the main lobby and front doors of the Building and the staircase from the lobby to the second floor, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference.

2) TERM and TERMINATION. The initial term (“**Term**”) of this Lease shall be for a period of one (1) year commencing on April 1, 2020, and ending on January 31, 2021. The Lessee shall have the option to renew this Lease for a one-year renewal term, which shall be consecutive. Lessee’s option to renew may be exercised by Lessee’s written notice to Lessor delivered not later than three (3) months and not sooner than six (6) months prior to the end of the preceding Term. Lessor reserves the right to waive in writing the necessity for Lessee’s formal compliance with the notification deadlines set forth herein. Lessee may terminate this Lease at any time during the term with sixty (60) days written notice to Lessor.

3) RENT. The rent during the Term of this Lease as set forth herein, shall be Five Hundred and 00/100 dollars (\$500.00) per month, payable in advance on the first day of each month beginning on April 1, 2020 and being due on the first day of each month thereafter.

4) NOTICES. Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder or not, when deposited in the United States Mail, postage paid, certified or registered mail, return receipt requested, shall be addressed to the Lessor or Lessee at its respective address as set forth below or such other addresses as either party may hereinafter specify for itself to the other by written notice.

If to Lessor: City of Newnan, Georgia
Attn: City Manager
P. O. Box 1193
Newnan, Georgia 30264-1193

If to Lessee: Coweta County Development Authority
Attn: Trae Westmoreland
25 Jefferson Street
Newnan, Georgia 30263

5) INDEMNIFICATION. To the extent provided by law, Lessee will indemnify the Lessor and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and damage to property arising from or out of Lessee's use of the Premises or any part thereof, but not to the extent caused by the negligent or intentional act or omission of Lessor. In case Lessor shall be made a party to any litigation arising in any way or manner from this Lease commenced by or against the Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses, and reasonable attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this Lease or defending itself against said litigation.

To the extent provided by law, Lessor will indemnify the Lessee and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and damage to property arising from or out of Lessor's use of the Building (other than the Premises) or any part thereof, but not to the extent caused by the negligent or intentional act or omission of Lessee. In case Lessee shall be made a party to any litigation arising in any way or manner from this Lease commenced by or against the Lessor, then to the extent provided by law, Lessor shall protect and hold Lessee harmless and shall pay all costs, expenses, and reasonable attorney's fees that may be incurred or paid by Lessee in enforcing the covenants and agreements in this Lease or defending itself against said litigation.

6) INSURANCE. Lessee shall maintain general liability insurance in the amount of \$1,000,000 bodily injury and property damage combined single limit, regarding all work and activities performed at the Premises by Lessee's employees, volunteers, contractors and subcontractors. Lessor shall be covered as an additional insured under the general liability insurance policy and such insurance shall be primary with respect to the additional insured.

Lessee shall procure and maintain automobile liability insurance with not less than \$1,000,000 Bodily Injury and Property Damage combined single limit for any of the Lessee's vehicles, if any, utilized in connection with the Program (as defined in the MOU, as hereinafter defined). The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance: (1) Comprehensive Form, and (2) Owned, Hired, Leased and Non-owned vehicle to be covered. Lessor shall be covered as an additional insured under the automobile liability insurance policy, and such insurance shall be primary with respect to the additional insured. Lessee shall not be responsible for providing insurance for vehicles owned or operated by Lessor and its employees.

Lessor is a member of the Georgia Interlocal Risk Management Agency which provides coverage of the improvements, including, without limitation, all improvements now located in the Premises or that may be erected, expanded or modified in or on the Building, with customary exclusions for "all risk" policies. In the event Lessor changes

coverage, the insurance shall be carried by an insurance company authorized to transact business in the State of Georgia. The insurance generally shall be in an amount no less than one hundred percent (100%) of the replacement cost of any improvements in or on the Building but at Lessor's option a combination of insurance and capital outlay will suffice.

7) USE OF PREMISES. The Premises shall be used solely as office and meeting space for the economic development activities provided to the City of Newnan and Coweta County, Georgia. Access to the Premises shall be permitted at all times that the building is open to the public generally during the hours of 8:00 a.m. to 5:00 p.m., Monday thru Friday, excluding holidays. Access to the Building and use of the lobby and lobby restrooms on days, evenings and times not heretofore listed shall be coordinated with the City Manager or his/her designee. If Lessee desires to use the Fire Department Conference Room located on the second floor, such use shall be scheduled at times as designated by the City Manager or his/her designee or the Fire Chief or his/her designee. Lessee acknowledges that Lessor's use of the Conference Room shall take precedence over Lessee's planned use. Lessee shall not discriminate based upon race, creed, color, religion, sex or national origin.

8) RIGHT OF ENTRY. The Lessor and its agents reserve the right to enter upon the leased premises to view the condition of the premises and buildings, but shall have no duty to do so.

9) ASSIGNMENT AND SUBLEASING. This Lease may not be assigned, nor Premises sublet, except to a wholly-owned subsidiary of Lessee, an affiliate of Lessee, or an entity controlled by, under control of, or in control with, Lessee.

10) UTILITY BILLS. Lessor shall pay all costs of water, sewer and electric service to the Premises and garbage collection. Lessee shall pay all costs of telephone, cable and internet services to the Premises.

11) CONDITION OF PREMISES. Lessee shall maintain the Premises in good order and repair and provide for all interior maintenance, interior painting, floor care, light bulbs and paper products for the Premises. Lessor shall keep grounds and parking areas of the Building free of debris, overgrown vegetation and weeds and the like and shall provide all lawn care.

12) LESSOR'S MAINTENANCE OBLIGATIONS. Lessor shall have full responsibility for all structural and system repairs, meaning all repairs, alterations, improvements or replacements to the Building's structural elements and systems that serve the entire Building and which are not the result of acts or omissions or willful misconduct of Lessee, its agents, contractors, or employees, or any breach by Lessee of any term, covenant or condition of this Lease to be performed or observed by Lessee (which repairs shall be the sole and exclusive responsibility of Lessee). By way of example, structural elements include interior supporting walls, foundations, exterior walls, and roof support systems, and systems include HVAC and plumbing systems. Lessor shall provide for all lobby and bathroom supplies and cleaning.

13) CASUALTY; CONDEMNATION. In the event of any casualty or condemnation at or upon the Premises (or any portion thereof), this Lease may terminate

at the sole option of either Lessor or Lessee upon written notice provided to the other within thirty (30) days following any casualty or notice of taking. Nothing herein shall give Lessor any interest in or preclude Lessee from seeking and recovering on its own account from the condemning authority any separate award of compensation attributable to the taking or purchase of Lessee's chattels or trade fixtures or attributable to Lessee's relocation expenses provided that any such separate claim by Lessee shall not reduce or adversely affect the amount of Lessor's award. If any such separate award made or compensation paid to Lessee specifically includes an award or amount for Lessor, Lessee shall promptly account therefor and pay the amount thereof to Lessor.

14) ALTERATIONS. The Lessee shall not make any alteration to the Premises, or injure or remove any of the principal walls or partitions thereof without the written consent of Lessor.

15) LIENS AND ENCUMBRANCES. The Lessee shall not suffer the Premises or any erection or improvements thereon to become subject to any lien, charge or encumbrances whatsoever, and shall indemnify the Lessor against all such liens, charges and encumbrances; it being expressly agreed that the Lessee shall have no authority, express or implied, to create any lien, charge or encumbrance.

16) ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS. The failure of either party to insist, in any one or more instances, upon strict performance of any of the covenants and conditions of this Lease shall not be deemed a waiver or relinquish for a future breach of any covenant or condition of this Lease.

17) DEFAULT. In the event that Lessee shall default in the performance of any of the terms or provisions of this Lease and Lessee shall fail to cure such default within ten (10) days after receipt of written notice from Lessor thereof, or, in the event that such default is not susceptible of cure within a ten (10) day period, to commence to cure such default and proceed to cure it within a thirty (30) day period, then, an "**Event of Default**" shall exist hereunder. In the Event of Default, Lessor shall have the right at its election, then or at any time thereafter, in addition to any and all other remedies available to Lessor at law or in equity, to give Lessee written notice of Lessor's election to terminate this Lease on a date specified in such notice, in no event less than thirty (30) days from the date of such notice. This Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date hereinbefore fixed for the expiration of the Term of this Lease, and all rights of Lessee hereunder shall expire and terminate, but Lessee shall remain liable as hereinafter provided.

18) DISPUTE RESOLUTION. In the event of any dispute, claim, question, or disagreement arising from or relating to this Lease, or the breach thereof, other than an Event of Default by Lessee pursuant to Section 18, Lessor and Lessee shall each make commercially reasonable efforts to resolve or settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of fifteen (15) days then upon written request by either party to the other, the matter shall be submitted to Henning Mediation for mediation. The parties will cooperate with

one another in scheduling the mediation proceedings. Venue for the mediation will be such convenient location as the parties and the mediator may agree; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties agree to mediate any dispute in good faith during the mediation period.

The recommendations of the mediator or understandings of the parties resulting from the mediation are non-binding until such time, if any, as the parties agree in writing upon mediation venue and procedure. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

Each of the parties to the mediation shall bear its own costs, including attorneys' fees and expenses incurred directly or indirectly in connection with the mediation. Each party to the mediation shall share equally in the fees and expenses of the mediator. If any party fails to mediate in good faith, such party shall forfeit their right, if any, to recover attorneys' fees and costs in any litigation commenced in connection with this Lease. The statute of limitations, if any, on any causes of action which might arise in connection with the enforcement or breach of this Lease shall be suspended and tolled, during the mediation period.

19) SURRENDER. At the termination of this Lease, the Lessee shall surrender the Premises and any additions thereto in such condition and repair as shall be in accordance with the covenants herein contained.

20) INTERPRETATION. This Lease shall be governed and interpreted in accordance with the laws of the State of Georgia. Jurisdiction and venue shall be in the Superior Court of Coweta County, Georgia.

21) CONFLICT IN AGREEMENT. If any conflict exists between the terms and conditions of this Lease and the terms and conditions of the MOU, then the terms and conditions of this Lease shall govern.

22) ENTIRE AGREEMENT. The Lease contains the entire agreement of the parties and no other agreements are effective. No amendment shall be effective unless in writing and signed by both parties.

23) SEVERABILITY. A determination by a court of competent jurisdiction that any provision of this Lease is unenforceable shall not invalidate the remainder of the Lease.

24) LESSOR/LESSEE RELATIONSHIP. It is the express intent of the parties that a Landlord/Tenant, or Lessor/Lessee, relationship is established by this Lease, that Lessee has a usufruct pursuant to this Lease, and that no estate for years or other estate shall pass out of Lessor as a result of this Lease. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership or joint venture between the parties.

This Lease is executed in duplicate, each copy of which is to be construed as an original, and both parties acknowledge receipt of a copy.

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

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

LESSOR:

THE CITY OF NEWNAN, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

LESSEE:

COWETA COUNTY DEVELOPMENT
AUTHORITY

By: _____
Title: Chairman

Attest: _____
Title: Secretary