

## LEASE

THIS INDENTURE OF LEASE, entered into this \_\_\_\_ day of \_\_\_\_\_ 2012, by and between The City of Roswell, Georgia (hereinafter referred to as "Landlord") and Roswell Business Alliance, (hereinafter referred to as "Tenant");

### WITNESSETH:

In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, covenants and conditions hereof, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises, as hereinafter defined.

## ARTICLE I

### DEFINITIONS AND ENUMERATION OF EXHIBITS

1.1 In addition to the other terms which are elsewhere defined in this lease, the following terms when used in this lease shall have the meanings set forth below, and only such meanings, unless such meanings are expressly limited or expanded elsewhere herein:

(a) Premises: 808 square feet of space located in the lower floor of that certain building located at 617 Atlanta Street, Roswell, Georgia.

(b) Property: Real property and all improvements located thereon located at 617 Atlanta Street, Roswell, Georgia 30075

(c) Rental Commencement Date: July 1, 2012.

(d) Lease Term: The initial lease term shall be for one year commencing on July 1, 2012 through and including June 30, 2013, and shall renew automatically in subsequent years for a one year term unless either party gives notice in writing within 90 days of the expiration of such term.

(e) Landlord's Mailing- Address: City of Roswell, 38 Hill Street, Roswell, Georgia 30075, or such other address as may from time to time be designated by Landlord in a written notice to Tenant;

(f) Tenant's Mailing Address: 617 Atlanta Street, Roswell, Ga. 30075, or such other address as may from time to time be designated by Tenant in a written notice to Landlord.

## **ARTICLE II**

### **POSSESSION AND QUIET ENJOYMENT**

Effective upon the Rental Commencement Date, Landlord has delivered possession of the Premises to Tenant. Tenant shall have full and complete possession and quiet enjoyment of the Premises without interference from Landlord or its agents.

## **ARTICLE III**

### **RENT**

3.1 Rental and other charges due and payable hereunder shall accrue hereunder from the Rental Commencement Date until the termination of this lease and shall be payable at the address for Landlord as described in Section 1.1(e) above.

3.2 Beginning upon the Rental Commencement Date, and continuing thereafter, Tenant shall pay to Landlord at the Landlord's mailing address, the sum of \$909.00 per month, payable on the 20th day of each month throughout the lease term. Should tenant elect to exercise its renewal options rent under each such renewal shall increase by 3% for each such renewal period.

## **ARTICLE IV**

### **UTILITIES**

Landlord shall provide water, sewer, gas, electricity, trash pick-up and recycling services to the Premises without charge to Tenant. Tenant shall be responsible for payment of regular monthly charges for telephone service and internet services.

## **ARTICLE V**

### **TENANT'S COVENANTS**

Tenant (i) will keep the inside and outside of all glass in the doors and windows of the Premises clean; (ii) will maintain the Premises in a clean, orderly and sanitary condition; (iii) will not permit undue accumulation of garbage, trash, rubbish or other refuse in the Premises; and (vi) will keep such refuse in proper containers inside the Premises until such time as same is called for to be removed.

## **ARTICLE VI**

### **REPAIRS AND MAINTENANCE**

Landlord shall, throughout the term of this lease, and any extension or renewal thereof, at its expense, maintain in good order and repair and in a neat and slightly condition, (a) the exterior of the Premises and the Property, including the roof and (b) all systems located on the Premises or the Property or which serve the Premises or the Property, including, without limitation, all heating, air conditioning and ventilation systems.

Tenant shall throughout the term of this lease, and any extension or renewal thereof, at its expense, maintain in good order and repair and in a neat and slightly condition, (a) the interior of the Premises and Property and (b) all improvements or fixtures located at the Premises or Property, including, without limitation, the interior walls, windows and doors.

## **ARTICLE VII**

### **DAMAGE BY CASUALTY**

7.1 Tenant shall give immediate written notice to Landlord of any damage to the Premises caused by fire or other casualty.

7.2 If Premises are totally destroyed by fire, storm, lightning or earthquake, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date.

7.3 If Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in proportion to the portion of the Premises destroyed, and Landlord shall restore Premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence. Notwithstanding the above, if Landlord fails to make such repairs, Tenant shall have the option of either making said repairs, in which case Landlord shall compensate Tenant for said repairs within ten days of receiving notice from Tenant of the cost of said repairs, or terminating this Agreement.

## **ARTICLE VIII**

### **CONDEMNATION, EMINENT DOMAIN**

If the whole of the Premises, or such portion thereof as will make Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, or shall be taken under right of eminent domain, then in either of said events the term hereby granted shall cease from the date when

possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date.

## **ARTICLE IX**

### **ASSIGNMENT SALE OR SUBLEASE BY PARTIES**

Tenant shall not, without the prior written consent of Landlord assign this lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of Premises by any party other than Tenant.

## **ARTICLE X**

### **DEFAULTS AND REMEDIES**

Upon the occurrence of any default under the terms of this lease as set forth herein, Landlord shall have the right to pursue the eviction of Tenant and to recovery of all its damages including attorney fees in any court of competent jurisdiction.

## **ARTICLE XI**

### **MISCELLANEOUS**

11.1 The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this lease. If any provision of this lease shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this lease shall not be affected thereby.

11.2 Landlord shall provide parking for Tenant's employees and visitors at the Property at no charge.

11.3 Upon the termination of this lease Agreement, Tenant shall have the right to remove all of Tenant's property. Tenant shall restore the property following any such removal.

11.4 Tenant shall have the right to make improvements to the interior of the premises provided notice is first given to the landlord and such improvements will not alter the physical structure of the Premises.

11.5 The subject property shall be used exclusively for business offices, meeting space and for purposes directly related to such uses.

"LANDLORD"

THE CITY OF ROSWELL, GEORGIA

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Executed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

"TENANT"

ROSWELL BUSINESS ALLIANCE

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Executed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public