

**BEN HILL HEAD START CENTER
LEASE AGREEMENT**

STATE OF GEORGIA
COUNTY OF BEN HILL

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 20__, by and between the Ben Hill County Board of Commissioners, Ben Hill County, Georgia, hereinafter called Landlord, and Coastal Plain Area Economic Opportunity Authority, Inc. with offices in Valdosta, Lowndes Cunt, Georgia, hereinafter called Tenant.

WITNESSETH

Landlord hereby provides the Tenant property described as follows:

The space designated for the Ben Hill Head Start Center.

The terms of the lease shall be for a period of one (1) year commencing from the 1st day of August, 2020, and ending on the 31st day of July 2021, with the option to renew based on agreement of both parties.

NOW, THEREFORE, for and in the consideration of the mutual promises contained herein and for other goods and value consideration, the parties do hereby agree as follows:

1.

There shall be no rental in terms of dollars payable by Tenant to Landlord.

2.

TERMINATION

(a) Either party may terminate this Agreement for any reason by giving the other party sixty (60) days written notice.

(b) Landlord may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Tenant, or filing of a voluntary or involuntary case in bankruptcy.

3.

CHOICE OF LAW

This contract shall be governed by and interpreted in accordance with the laws of Georgia. Likewise, Georgia law shall govern any dispute between the parties.

4.
VENUE

All suits arising out of or related to this agreement shall be filed in the Superior Court of Ben Hill County, Georgia [and/or a United States District Court in the Southern District of Georgia].

5.

The above described premises shall be used for the purpose of the Head Start Program for those who are economically disadvantaged in the City of Fitzgerald and Ben Hill County.

6.

Tenant agrees throughout the term of this lease to provide said building with minor maintenance.

7.

Tenant hereby agrees the Head Start Center Manager, currently Mrs. Donna Cobb, the Executive Director, Tanya Thomas, and the Operations Manager, Tina Smith, will be directly responsible for ensuring all repairs, claims, etc. necessary for maintenance of building during term of this lease.

8.

Tenant shall be responsible for all utilities including but not limited to electric, gas, and water used upon demised premises.

9.

Tenant shall comply with all laws, orders, and resolutions of any State, Federal, or local government.

10.

Tenant agrees that throughout the term of any renewal or extension of this lease to provide said area with cleaning and maintenance and make all necessary repairs to the ground, equipment, and building situated thereon.

11.
INDEMNIFICATION

(a) Tenant shall indemnify and defend Landlord for any claim brought against Landlord due to any conduct, act, or failure to act, by the indemnifying party which arises out of any duty or responsibility associated with the performance of this Agreement. The duty to

defend shall include all attorneys' fees, expert fees, court costs, or any other reasonable and necessary expense to manage any claim law suit, litigation, or action of any kind.

(b) Each party shall indemnify and defend the other for any claim brought against the identified party due to any conduct, act, or failure to act, by the indemnifying party which arises out of any duty or responsibility associated with the performance of this Agreement. The duty to defend shall include all attorneys' fees, expert fees, court costs, or any other reasonable and necessary expense to manage any claim, law suit, litigation, or action of any kind.

12.

LIABILITY INSURANCE

Tenant shall carry One Million Dollars (\$1,000,000.00) in comprehensive general liability coverage. One Million Dollars (\$1,000,000.00) in professional negligence/medical negligence liability coverage, and One Million Dollars (\$1,000,000.00) in comprehensive products liability coverage. Tenant shall make Landlord an additional insurance under these policies. Tenant shall also be responsible for Worker's Compensation & Disability at the statutorily required rate.

13.

This lease shall not be assigned without the express written permission of the Landlord and shall not be sub-let without the express written permission of Landlord.

IN WITNESS WHEREOF, the parties hereto have caused their proper offices to execute this agreement the day and year first above written thereby binding their successors and assigns in office.

BEN HILL COUNTY BOARD OF
COMMISSIONERS

Sworn to and subscribed before me
This ____ day of _____, 2020.

MICHAEL DINNERMAN
County Manager

Notary Public
My Commission Expires:

COASTAL PLAIN AREA ECONOMIC
OPPORTUNITY AUTHORITY, INC.

Sworn to and subscribed before me
This ____ day of _____, 2020.

Notary Public
My Commission Expires: