

RESOLUTION NO. 2023-12
A RESOLUTION TO ENTER INTO A LEASE AGREEMENT WITH THE NORTH
AUGUSTA CHAMBER OF COMMERCE

WHEREAS, during the December 12, 2022 City Council study session, the President & CEO of the North Augusta Chamber of Commerce delivered a presentation proposing to co-locate their offices in the North Augusta Community Center; and

WHEREAS, members of Council expressed support for the proposal and encouraged City staff to work with the Chamber to negotiate the terms of a co-location agreement; and

WHEREAS, benefits of the Chamber's shared location at the Community Center include increased foot traffic into the facility on a regular basis, expanded employee coverage in the facility during business hours, improved partnership between Parks, Recreation and Tourism staff and the Chamber for community promotion purposes and continued synergy between the City and the Chamber.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of North Augusta, South Carolina, in a meeting duly assembled and by the authority thereof, that the City enter into a lease agreement with the North Augusta Chamber of Commerce.


BE IT FURTHER RESOLVED, that such lease agreement is in accordance with the Agreement attached hereto, marked Exhibit A and incorporated by reference.

BE IT FURTHER RESOLVED, that major specifics of the Agreement are as follows:

1. Lease is for a period of three years.
2. Lease is for \$1,000 per month.
3. The Chamber will fully occupy one existing small meeting room as their primary offices.
4. The Chamber will share in the expense to update exterior facility signage and expenses for various interior modifications.


BE IT FURTHER RESOLVED, that the City Administrator is authorized to execute such lease agreement and any related documents as may be necessary to complete this transaction.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 20th DAY OF MARCH, 2023.



Briton Williams, Mayor

ATTEST:



Jamie Paul, City Clerk

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first (1st) day of each month in the amount of \$1,000.00. Payments are to be made to the Landlord at the North Augusta Municipal Building, 100 Georgia Avenue, North Augusta, South Carolina 29841, delivered to the Office of the Director of Finance and General Services.

SECURITY DEPOSIT: No security deposit shall be required.

JANITORIAL SERVICES: Tenant shall pay to Landlord the sum of \$250.00 per month for janitorial services. Said payments shall be paid on the first (1st) day of each month and in the same manner as the lease payments.

ADDITIONAL USAGE RIGHTS OF FACILITY: In addition to the specific areas identified above under the heading Premises, the Tenant shall be allowed the following:

1. Tenant will have the right to host in the Banquet Room of the facility one breakfast meeting per month.
2. Tenant shall be allowed to utilize the Banquet Room or a smaller event room for lunch meetings/assemblies etc. once per month.

For the above authorized events, Landlord shall be responsible for the set-up of tables and chairs for such events. Tenant will have full responsibility for the opening of the facility for such events and any other services needed related to same.

ADDITIONAL NON-MONETARY CONSIDERATION PROVIDED BY TENANT TO LANDLORD: Landlord will not pay annual dues to Tenant related to Chamber of Commerce Membership by Landlord and Landlord will remain considered a Gold Level Member of the North Augusta Chamber of Commerce.

UTILITIES: Landlord shall be responsible for all utilities related to the facility. Landlord currently has Wi-Fi service for the facility and will allow Tenant reasonable usage of same. Should Tenant determine a need for additional internet service, telephone, cablevision service etc. the cost of same shall be the responsibility of Tenant.

FURNISHINGS:

1. Tenant shall be totally responsible for all furnishings, equipment, etc. utilized in the office space occupied by Tenant.
2. Tenant shall also be responsible for furnishing of the shared Executive Boardroom.

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3. Tenant will be responsible for providing a copier/media center and will allow limited usage of same to the Landlord.

SIGNAGE: The landlord and Tenant agree to equally share the cost for production and installation of new exterior signage as related to the locating of the North Augusta Chamber of Commerce in the facility. Landlord shall have right to approve such signage.

PARKING: The facility has substantial paved parking and the Tenant shall be entitled to the use of such parking specifically related to its occupancy of the facility as well as for events as authorized pursuant to this Agreement.

STORAGE: Tenant shall be entitled to share in cabinet free storage space as contained in the Small Room. Usage would be on a 50/50 basis with Landlord unless the parties specifically agree to a different arrangement.

INSURANCE: Landlord currently has and will maintain insurance on the premises. Tenant shall be responsible for any insurance coverage on personal property belonging to the Tenant.

LIABILITY INSURANCE: Tenant shall maintain liability insurance related to its usage of the premises to include coverage as a result of any injury or other loss incurred by an employee, officer, agent or invitee on to the premises by the Tenant. This would specifically require the Tenant to maintain a public liabilities policy for any person visiting the offices of the Tenant or attending a function held by the Tenant in the facility. Such Liability Insurance shall be at a sum of not less than \$100,000.00 per individual claim or \$1,000,000.00 aggregate of claims.

TAXES: Property owned by City no tax responsibility by Tenant.

DAMAGE OR DESTRUCTION PREMISES: If the premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, and if the cost of repair is at an amount deemed reasonable by the Landlord, Landlord shall repair the premises and during such time of repair, the lease payments and janitorial payments shall abate. However, if the damage is not repairable within sixty (60) days, or if the cost of repair is not deemed reasonable by Landlord, this lease shall terminate with the Landlord not having a responsibility to repair or rebuild.

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DEFAULTS: Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any Governing Provisions of Law to the contrary, if Tenant fails to cure any default within fifteen (15) days after written notice of such default is provided by Landlord to Tenant, Landlord may terminate such Lease and have the Tenant evicted from the premises.

ADDITIONAL AGREEMENTS BY THE PARTIES:

1. The usage of the nonexclusive lease areas, i.e. Banquet Facility, Larger Assembly Rooms etc. shall be based upon scheduling by Tenant with Landlord. Landlord agrees to act reasonably and in a corporative manner with Tenant for the scheduling of such facility usage.
2. Both Landlord and Tenant agree that their usage of the portions of the facility to which they are entitled is to be done in a manner that does not interfere with the reasonable usage of the remainder of the building by Tenant or Landlord.
3. Tenant acknowledges co-responsibility for security of the building and agrees to comply with such regulations as established by the Landlord for access and usage of the building. Access by officers and employees of the Tenant is unlimited in hours of access. However, Tenant must make reasonable effort to maintain the security of the building.

WAIVER OF LIABILITY: Landlord acknowledges that the facility does not on a regular basis, have Law enforcement Security Staff present. Tenant accepts responsibility for the safety and wellbeing of its officers, employees, agents and invitees.

NOTICE: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows, or personally delivered.

LANDLORD: James C. Clifford, City Administrator, City of North Augusta, 100 Georgia Avenue, North Augusta South Carolina 29841.

TENANT: President/CEO Terra L. Carroll, 

Such address may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be received on the third (3rd) day after posting.

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GOVERNING LAW: This Lease shall be construed in accordance with the Laws of the State of South Carolina.

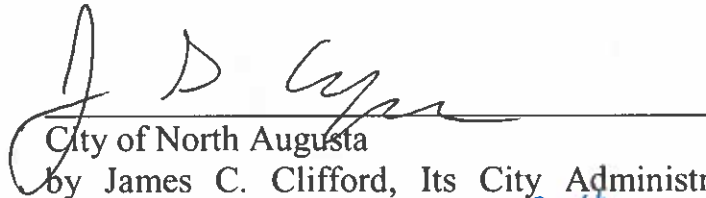
ENTIRE AGREEMENT/AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by the parties obligated under the amendment.

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of this Lease is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

WAIVER: The failure of any party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT: The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives' successors and assigns.

LANDLORD:



City of North Augusta

by James C. Clifford, Its City Administrator, pursuant to
Resolution of Council dated the 20th day of March, 2023.

TENANT:



North Augusta Chamber of Commerce
By Terra Carroll, Its President/CEO.