

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made and effective June 1, 2014, by and between **The City of Smyrna** ("Landlord") and **Smyrna Soccer Club** ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as **2688 Atlanta Road, Smyrna, GA 30080** and legally described as follows (the "Building"): **City of Smyrna building at 2688 Atlanta Road, Smyrna, GA 30080**

Landlord makes available for lease the front portion of the Building designated as 2688 Atlanta Road, Smyrna, GA 30080 described as the area of the building formerly used by CMAR Credit Corporation and excluding the area used by the city for storage (the "Leased Premises"). Tenant acknowledges and agrees that it has neither rights in nor access to any other part of the building and agrees to keep out of such areas and to use its best efforts to ensure that other unauthorized people remain out of the portion of the building utilized by the City.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

### 1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning **June 1, 2014** and ending **May 31, 2016**. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay. Notwithstanding any provision to the contrary herein, either party may terminate this lease by giving the other party notice of such termination. Such notice shall be in writing and delivered no less than six months prior to the proposed termination.

### 2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of **\$6000 (Six Thousand dollars)** per year, payable in installments of **\$500 (Five Hundred dollars)** per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at Smyrna City Hall, **2800 King Street, Smyrna GA 30080** or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

3. **Use.** Tenant shall be permitted to use the Leased Premises for general office purposes.

4. **Sublease and Assignment.** Tenant shall have the right without Landlord's consent, to assign this Lease to an organization with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. **Repairs.** Landlord shall, at its sole cost and expense, maintain in good order and repair the roof, foundation, exterior and interior walls, floor slab, building front, plate glass windows, window sashes, casements or frames, doors and door frames, all utility and mechanical lines and systems that are within the Leased Premises and all utility and mechanical lines and systems that serve the Leased Premises or that are within the floor slab or above the ceiling of the Premises, the heating, ventilating and air-

conditioning systems serving the Leased Premises, and all grounds and common areas serving the Premises, except those repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its agents, employees or invitees.

**6. Alterations and Improvements.** Tenant, at Tenant's expense, shall have the right following Landlord's consent (not to be unreasonably withheld or delayed) to remodel and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

**7. Property Taxes.** Tenant shall pay, prior to delinquency, all general real estate taxes and installments of special assessments, if any, coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Tenant's personal property at the Leased Premises.

**8. Insurance.**

A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph.

**9. Utilities.** Tenant shall make all arrangements for, and shall pay when due, all charges for all utilities and services furnished to the Premises or used by Tenant including, but not limited to: electricity, gas, fuel, heat, water, sewer, telephone, power, sanitary services, and trash collection. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within thirty (30) days of invoice.

**10. Signs.** Tenant shall have the right, at Tenant's sole cost and expense, to erect a sign on the building, provided that Tenant shall have submitted Tenant's plan prior to the erection thereof, and further that said sign shall comply in all respects with the sign ordinance or other laws and regulations governing the same by the appropriate governing authority. Landlord agrees not to unreasonably withhold its approval of any such plan submitted to Landlord. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. **Entry.** Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same with reasonable prior written notice, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. **Parking.** During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord.

13. **Building Rules.** Tenant will comply with the rules of the Building reasonably adopted by Landlord timely provided in writing by Landlord, provided same are non-discriminatory and uniformly enforced.

14. **Damage and Destruction.** Subject to Section 8(A) above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of damage to any part of the Leased Premises, Landlord shall promptly repair such damage at the cost of the Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. **Default.** If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for thirty (30) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for sixty (60) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may at its sole option: (i) declare this Lease to be terminated, and enter into the Leased Premises or any part thereof, with process of law, and expel Tenant or any person occupying the same in or upon said Leased Premises, and repossess and enjoy the Leased Premises as in Landlord's former estate, and all of Tenant's obligations hereunder shall be terminated; or (ii) relet the Leased Premises, applying said rent from the new tenant to the Rent due under this Lease, and Tenant shall be responsible for no more than the balance that may be due, should a balance exist. Landlord shall not have any right to accelerate the Rent and other amounts payable hereunder; and Landlord shall use reasonable efforts to mitigate its damages.

16. **Quiet Possession.** Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. **Condition of Leased Premises.** Notwithstanding anything to the contrary contained in this Lease, Landlord warrants that, as of the date of this Lease and throughout the lease term: (i) the terms of this Lease are not in conflict with the terms or provisions of any other lease or any operating and easement agreement or similar agreement that now or may hereafter affect the Building or the Leased Premises; (ii) the Building and the Leased Premises are currently in conformity and compliance with all applicable governmental laws, statutes, ordinances and requirements (collectively, the "Requirements"), and Landlord shall maintain the Building and common areas in conformity with all Requirements; (iii) no exclusives or restrictive use covenants or similar agreements prohibit Tenant's operations in the Leased Premises; and (iv) Landlord is the true and lawful owner of the Leased Premises and has good right and full power to let and lease the same. Landlord shall defend the title to the Leased Premises and the use and occupancy of the same by Tenant against the lawful claims of all persons whomsoever, except those claiming by or through the Tenant.

18. **Condemnation.** If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

19. **Notice.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

City of Smyrna  
2800 King Street  
Smyrna, GA 30080  
Attn: City Administrator

If to Tenant to:

Smyrna Soccer Club, Inc.  
PO Box 813192, Smyrna, GA 30081  
Attention: President

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

20. **Brokers.** Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

21. **Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

22. **Headings.** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

23. **Successors.** The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

24. **Consent.** All decisions, determinations or elections made by Landlord shall be reasonably made and uniformly applied; and all such decisions, determinations or elections shall not be unreasonably withheld, conditioned or delayed.

25. **Performance.** If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder: (i) terminate this Lease without prejudice or (ii) cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of fifteen percent (15%) per annum or the then highest lawful rate. If this Lease terminates prior to

Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

26. **Compliance with Law.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter reasonably pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

27. **Final Agreement.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

[LANDLORD]

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

The within and foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ and Landlord in the foregoing instrument, who is personally known to me or who has produced sufficient identification proving such person to be the person who did take an oath and execute said instrument as aforesaid.

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

Printed Name: \_\_\_\_\_

NOTARIAL SEAL

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

[TENANT]

By: \_\_\_\_\_  
Name: Eric Homansky  
Title: President, Smyrna Soccer Club

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

The within and foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ and Tenant in the foregoing instrument, who is personally known to me or who has produced sufficient identification proving such person to be the person who did take an oath and execute said instrument as aforesaid.

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

Printed Name: \_\_\_\_\_

NOTARIAL SEAL