

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**LEASE AGREEMENT**

**THIS OFFICE SPACE LEASE AGREEMENT** ("Lease Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_ (the "Effective Date"), by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia, (herein "Lessor" or the "County") and **Times Journal, Inc.**, a Georgia corporation (herein "Lessee").

**WITNESSETH:**

**WHEREAS**, Lessor owns and carries out continuous operations in the Fulton County Courthouse at 136 Pryor Street SW, Atlanta, Fulton County, Georgia (the "Property"), as more particularly described in **Exhibit A** attached hereto, and incorporated herein by this reference; and

**WHEREAS**, there is underutilized office space in the building that is available for lease; and

**WHEREAS**, Lessee is the operator of a commercial enterprise whose mission and operating methodology is not incompatible with the operations of the Fulton County Superior Court; and

**WHEREAS**, Lessee seeks to lease space in the Fulton County Courthouse; and

**WHEREAS**, Lessor desires to let Suite CB-14, being 743 square feet of space in the basement of the Fulton County Courthouse (the "Leased Premises") to Lessee.

**NOW THEREFORE**, for and in consideration of the foregoing premises, the mutual promises between the parties herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties mutually agree as follows:

**1.**  
**Premises**

Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, to be paid, kept and performed by Lessee, does lease and rent, unto the said Lessee, and said Lessee hereby agrees to lease, and take upon the terms and conditions which hereinafter appear, the Leased Premises. No easement for air or light is included in the Leased Premises. The Leased Premises consists of 743 rentable square feet.

**2.**  
**Lease Term**

Subject to the terms and conditions herein, Lessee shall have and hold the Leased Premises described herein. The Lease Agreement shall commence immediately upon delivery of the Leased Premises by Lessor, following execution by the parties and run through December 31, 2024 (the "Initial Term"). After the Initial Term, the Lease shall renew automatically for one (1) calendar year for up to three (3) one calendar year periods (each an "Extended Term," and the Extended Term, taken together with the Initial Term, shall be known as the "Lease Term"), unless the Lease Agreement is sooner terminated pursuant to Sections 10, 11, and/or 12. Under no circumstances shall the Lease Term extend beyond December 31, 2027, provided that the parties may mutually agree to extend the Lease Term at that time. It is understood that at the end of the Lease Term, this Lease Agreement shall terminate absolutely and without further obligation on the part of the County, unless extended by mutual agreement of the parties. Lessee shall notify Lessor in writing thirty (30) days before the end of any current Extended Term of its intention to renew the Lease Agreement, and Lessor shall give Lessee notice of thirty (30) days if Lessor intends to terminate the Lease Agreement.

**3.**  
**Possession of Premises**

If the Lessor cannot deliver possession of the Leased Premises within fifteen (15) days of the Effective Date (the "Commencement Date"), Lessee waives any claim for damages, to the extent allowed by law, due to such delay and Lessor waives the payment of any Rent (as defined below) until Lessor delivers possession to Lessee.

**4.**  
**Rent**

Lessee shall pay to Lessor promptly on the first day of each month, in advance during the Lease Term, rent in the amount of Two Hundred and Fifty and Zero Dollars (\$250.00), (hereinafter, "Rent"). In the event the Commencement Date occurs on a day other than the first day of the month, Rent for the first partial month shall be prorated and shall be due and payable upon execution and delivery of this Lease Agreement.

Lessee will be subject to a late fee of One Hundred and Zero Dollars (\$100.00) if monthly Rent is received after the fifteenth (15<sup>th</sup>) of the month in which Rent is due, or, if the fifteenth (15<sup>th</sup>) falls on a weekend or holiday, by the next business day. Rent shall be due and payable in all events and Lessee hereby agrees to pay Rent and not to exercise any right of termination due to the breach or alleged breach by Lessor of any of the terms hereof.

Rent payments must be made payable to the Fulton County Department of Finance and mailed to the following address:

Fulton County Department of  
Finance 141 Pryor Street, SW,  
Suite 7000  
Atlanta, Georgia 30303  
Memo: Lease of Suite CB-14 in the Fulton County Courthouse

**5.**  
**Use of Premises**

Lessee shall utilize the Leased Premises solely for the purpose of conducting the standard business operations of Lessee. Lessee shall not allow waste on the Leased Premises. The Leased Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass. Lessee hereby agrees to comply with any and all municipal, county, state, and federal regulations or requirements applicable or in any way relating to the use and occupancy of the Leased Premises. Lessee shall, throughout the Lease Term and any renewal thereof, at its expense, maintain the Leased Premises in sanitary condition and good-order and repair. Lessee agrees to comply with all rules, regulations or special stipulations for the use of the Leased Premises hereafter adopted by Lessor and made known to Lessee in writing, which shall have the same force and effect as the covenants of this Lease Agreement. Lessee shall be responsible for making certain that its guests, visitors, patrons, agents, employees and contractors observe all such rules and regulations.

Lessee shall not permit or allow the Leased Premises to be damaged or diminished in value by any act or negligence of Lessee or Lessee's officers, guests, visitors, patrons, agents, employees or contractors, in any manner whatsoever, ordinary wear and tear excepted.

**6.**  
**Access to the Property**

Lessee shall limit access to the Property and the Leased Premises by its management and employees and its customers, clients, vendors and other associates to the hours of operation of the management and employees of the Fulton County Superior Court, which are 8:30 A.M. to 5:00 P.M. Further, Lessee shall comply with any and all rules and regulations promulgated by Lessor relating to access to the Property and the Leased Premises after close of business in the evening and on weekends. Lessor shall have no liability nor incur any cost related to any of Lessee's visitors being denied access to the Fulton County Courthouse or the Leased Premises for any reason.

**7.**  
**Repairs By Lessee**

Lessee accepts the Leased Premises in its condition "as is" and as suited for the use intended by Lessee. Lessee has examined and knows the condition of the Leased Premises and has received the same in good order and repair, and no representations as to the condition or repair thereof have been made by Lessor, or the agent of Lessor prior to or at the execution of

this Lease Agreement, that are not herein expressed. During the Lease Term of this Lease Agreement, Lessee shall maintain the Leased Premises in good order and repair. Lessee shall be responsible for performing all maintenance of the Leased Premises. Lessee agrees that, upon the termination of this Lease Agreement, Lessee will return the Leased Premises to Lessor in as good condition as when the Lease Premises was turned over to Lessee, ordinary wear and tear and casualty only excepted.

Lessee shall promptly notify Lessor of any condition on the Leased Premises that may require the immediate attention of Lessor.

**8.**  
**Repairs by Lessor**

Lessor gives to Lessee exclusive control of the Leased Premises and shall be under no obligation to inspect said Leased Premises. Lessee shall promptly report in writing to Lessor any defective condition known to it which Lessor may be required to repair, and failure to report such condition shall make Lessee responsible to Lessor for any liability, to the extent allowed by law, incurred by Lessor by reason of such condition.

**9.**  
**Nonliability of Lessor**

Lessor shall not be responsible for damage to or loss of Lessee's property or loss of use of Lessee's property through theft or otherwise. Except as a result of Lessor's gross negligence or intentional misconduct, Lessor shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking, sink hole, or running of any cistern, tank, water closet or waste pipe, in, above, or about the Leased Premises, nor for damage occasioned by water, snow or ice, now for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property. Nothing herein shall be considered as a waiver of the County's (as Lessor) sovereign immunity or the waiver of any immunity of Lessor's officials, employees, or agents.

**10.**  
**No Assignment or Subletting**

No assignment, transfer or sublease is authorized under this Lease Agreement without the prior written consent of Lessor. If Lessee shall assign this Lease Agreement, or sublet, or otherwise dispose of whole or any part of the Leased Premises, this Lease Agreement shall thereupon terminate.

**11.**  
**Events of Default and Termination for Cause**

Any one or more of the following events shall constitute default of this Lease Agreement by Lessee ("Events of Default"):

- (A) Lessee fails to pay Rent specified in Section 4 herein at the time and place when and where due, and fails to cure this breach within ten (10) days after receiving written notice by Lessor that the rent is due and unpaid;
- (B) Lessee deserts or vacates the Leased Premises;
- (C) Lessee fails to comply with any term, provision, condition, or covenant of this Lease Agreement, other than the payment of Rent, or fails to comply with any of the rules and regulations now or hereafter established for the Leased Premises, and does not cure such failure within ten (10) days after receiving written notice by Lessor of such failure to comply (provided such failure is reasonably capable of being cured within ten (10) days);
- (D) Any petition is filed by or against Lessee under any section or chapter of the Bankruptcy laws as amended;
- (E) Lessee makes an assignment for the benefit of creditors; or a receiver is appointed for a substantial part of the assets of Lessee; or
- (F) Either the leasehold interest in the Leased Premises or Lessee's effects is levied on under execution.

If one or more of the Events of Default shall occur, Lessor shall have the option to do either of the following in addition to and not in limitation of any other remedy permitted by law or by this Lease Agreement:

- (1) Terminate this Lease Agreement. In the event of termination, Lessee shall immediately surrender the Leased Premises to Lessor. If Lessee fails to immediately surrender the Leased Premises, Lessor may, without further notice and without prejudice to any other remedy, enter upon the Leased Premises and expel or remove Lessee and its effects, by force if necessary, without being liable to prosecution or any claim by Lessee for damages therefor. Whether through inability to relet the premises, or through decrease in Rent, or otherwise, in the event of such termination, Lessor may, at its option, declare the entire amount of Rent which would become due and payable during the remainder of the term of this Lease Agreement, to be due and payable immediately. In the event that Lessor declares Rent due and payable immediately, Lessee agrees to pay the same at once, together with all rents therefore due, at the office of Lessor, Atlanta, Georgia; provided, however, that such payments shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of Rent for the remainder of said term.
- (2) Relet the Leased Premises. Lessor may enter the Leased Premises as the agent of Lessee, by force if necessary without being liable to prosecution or any claim by Lessee for damages therefor, and relet the premises as the agent of Lessee, and receive the rent therefor, and Lessee shall pay Lessor any deficiency that may arise by reason of such reletting, on written demand

at any time and from time to time at the office of Lessor, Atlanta, Georgia.

Upon termination of this Lease Agreement, any improvements made to the Leased Premises or the Property by Lessee shall remain as a part of the Leased Premises or Property and shall become the property of Lessor. All costs and expenses incurred by or on behalf of Lessor (including, without limitation, attorneys' fees and expenses) occasioned by any default by lessee under the Lease Agreement) shall constitute additional rent owed by Lessee to Lessor hereunder. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law.

## **12.**

### **Termination Without Cause**

Notwithstanding the provisions of Section 11 of this Lease Agreement concerning default, or anything else contained in this Lease Agreement, Lessor may terminate this Lease Agreement without cause at any time, for the convenience of the Lessor, upon the giving of thirty (30) days written notice to Lessee. Lessee may terminate this Lease Agreement with or without cause at any time, upon the giving of thirty (30) days written notice to Lessor. Upon any such termination by Lessor or Lessee, any improvements theretofore made to the Leased Premises by Lessee shall remain as a part of the Leased Premises and become the property of Lessor.

## **13.**

### **Removal of Effects Upon Termination**

If Lessee has not remove all of its effects from the Leas Premises or the Fulton County Courthouse at any termination of this Lease Agreement, Lessor may, at its option, remove all or part of said effects in any manner that Lessor shall choose and store the same without liability to Lessee for loss thereof, and Lessee shall be liable to Lessor for all expenses incurred in such removal and also storage of said effects.+

## **14.**

### **Insurance**

Throughout the term of this Lease Agreement the Lessee shall provide and maintain in full force and effect without interruption, at no cost to the County, the policies of insurance set forth hereinafter. Policies shall protect the County and Lessee on a primary basis from any and all Claims arising out of or in connection with the Lessee activities and/or operations in connection with the use of said leased premises.

(i) Commercial General Liability insurance written on an occurrence basis with limits of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate.

(ii) Workers Compensation insurance covering Lessee employees engaged in any activities and/or operations at the leased premises, with limits as required by statutory law

including Employers Liability coverage with limits no less than \$500,000.00 each accident; disease-each employee and disease-policy limit.

(iii) Umbrella and/or Excess Liability Insurance with limits not less than \$2,000,000.00 each occurrence which shall apply in excess of the Commercial General Liability and Employers Liability policy limits.

The aforementioned insurance policies shall contain or be endorsed to contain a provision that coverage under such policies shall not expire, be cancelled or altered without at least thirty (30) days written notice to Fulton County Government. Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

Lessee insurance shall apply as Primary Insurance before any other insurance or self-insurance, including deductibles, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

Failure to maintain the above insurance coverage shall constitute an event of default by Lessee under this Lease.

**15.**  
**Liability and Indemnification**

The Lessee agrees to indemnify and hold harmless the Lessor (Fulton County), its Commissioners, officers, agents and employees, from and against any claim or liability of any nature, including but not limited to injury to person or property on or about the Leased Premises, caused solely by the activity of the Lessee and or Lessee's contractors.

**16.**  
**Licenses**

Lessee shall obtain, at its own expense, all permits and licenses required by all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of any work that may be called for under this Lease Agreement.

**17.**  
**Condemnation**

If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein set forth, is condemned by any legally constituted authority for any public use or purpose, or is sold by Lessor in lieu or under threat of condemnation, then in either of said events this Lease Agreement shall cease from the time when possession thereof is taken by public authority, and Rent shall be accounted for as between Lessor and Lessee as of that date. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damages from the condemnor

caused by condemnation. It is further understood and agreed that neither Lessor nor Lessee shall have any rights in any award made to the other by any condemning authority notwithstanding the termination of this Lease Agreement as herein provided.

**18.**  
**Leasehold Interest**

This Lease Agreement shall create the relationship of landlord and tenant between Lessor and Lessee and no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale.

**19.**  
**Holding Over**

If Lessee remains in possession after expiration of the Lease Term, with Lessor's acquiescence and without any distinct written agreement of the parties, Lessee shall be a tenant at will and shall be bound to and shall abide by all of the terms set forth in this Lease Agreement, including but not limited to the insurance and bonding provisions set forth herein; there shall be no automatic renewal of this Lease Agreement by operation of law.

**20.**  
**Surrender of Possession Upon Termination**

At the termination of this Lease Agreement, Lessee shall surrender the Leased Premises to Lessor in the same condition as at commencement of the Lease Term, normal wear and tear and casualty only accepted. Upon termination of this Lease Agreement, all rights of Lessee and of all persons whomsoever claiming by, through or under this Lease Agreement shall cease and terminate. The Leased Premises and all improvements located thereon, shall henceforward constitute and belong to and be the absolute property of Lessor or Lessor's successors and assigns, without further act or conveyance, and without liability to make compensation to Lessee or to anyone whatsoever, and free and discharged from all and every lien, encumbrance and charge of any character created or attempted to be created by Lessee at any time.

**21.**  
**No Alterations or Improvements**

Lessee will make no alterations in or additions to the Leased Premises without first obtaining the prior written consent of the Fulton County Director of the Department of Real Estate and Asset Management, which consent shall not be unreasonably withheld, conditioned or delayed. All erections, additions, fixtures and improvements, whether temporary or permanent in character made in or upon the Leased Premises either by Lessee or Lessor, shall remain upon the Leased Premises at the termination of the Lease Term, by lapse of time or otherwise, without compensation to Lessee.



**22.**

**Solicitation of Agreement**

Lessee warrants that it has not employed nor retained any company or person, other than a bona fide employee or licensed real estate agent working for Lessee, to solicit or secure this Lease Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee or licensed real estate agent for Lessee, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making this Lease Agreement. For the breach or violation of the above warranty and upon a finding after notice and hearing, the County shall have the right to terminate this Lease Agreement without liability.

**23.**

**Notices**

Any notice which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and the time the same are deposited in the mail with postage prepaid, to mailed by registered or certified United States mail, return receipt requested, and addressed as follows:

**Lessor:**

Director, Department Real Estate and Asset Management  
141 Pryor Street, SW, Suite 6000  
Atlanta, GA 30303

Office of the County Attorney  
141 Pryor Street SW, Suite 4038  
Atlanta, GA 30303

Fulton County Land Division  
141 Pryor Street SW, Suite 8021  
Atlanta, GA 30303

**Lessee:**

Attn: President  
P.O. Box 449  
Marietta, Times Journal, Inc.  
Georgia 30061

**24.**

**Entire Agreement**

This Lease Agreement contains the entire and integrated agreement of the parties and may be amended only by written instrument which is approved by both parties to this Lease Agreement. No representations or agreements, oral or otherwise, between the parties not

embodied herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

**25.**  
**Authority**

Lessee represents and warrants that it is fully authorized and empowered to enter into this Lease Agreement, and that, if required and as necessary, any resolution, motion or similar action has been duly adopted or passed as an official act of Lessee's governing body both authorizing the execution of this Lease Agreement by the signers hereto and authorizing the person(s) identified as the official representative(s) in the Notices Paragraph 23 herein to act in connection with the understandings and assurances contained in this Lease Agreement and to provide information from time to time as may be required or requested by Lessor.

**26.**  
**Conditions As to Effect of Agreement**

The parties agree that this Lease Agreement shall not become binding on the County, and the County shall incur no liability upon the same, until such Lease Agreement has been executed by the Chairman of the Fulton Board of Commissioners, officially sealed by the Clerk to the Commission, approved as to form by the County Attorney or his/her designee and delivered to Lessee.

**27.**  
**Hazardous Substances**

Lessee hereby covenants that Lessee shall not cause or permit any "Hazardous Substances" (as hereinafter defined) to be placed, held, or disposed of in, on or at the Leased Premises or any part thereof, excluding normal cleaning and office products, which shall be used in compliance with all applicable laws, and Lessee shall not use the Leased Premises or any improvements nor any part thereof as a dump site or storage site (whether permanent or temporary) for any Hazardous Substances during the Term of this Lease Agreement. Lessee shall defend, indemnify Lessor and hold Lessor harmless from and against any and all losses paid, incurred or suffered by, or asserted against, Lessor by any person or entity or governmental agency for, with respect to, or as a result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Leased Premises of any Hazardous Substances placed, held, or disposed of by Lessee or any person claiming by, through or under Lessee, on or at the Leased Premises or any part thereof (including, without limitation, any Losses asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called federal or state "Superfund" or "Superlien" law, statute, ordinance, code, rule, or regulation, regulating; relating to or imposing liability, including strict liability, concerning any Hazardous Substance).

For purposes of this Lease Agreement, "Hazardous Substances" shall mean and include

those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (the "EPA") or the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") or the list of toxic pollutants designated by United States Congress or the EPA, any and all oil and petroleum, oil and petroleum products, and oil and petroleum constituents, or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, or regulation, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers have caused their hands and seals to be hereunto affixed as of the Effective Date.

**FULTON COUNTY, GEORGIA,**  
a political subdivision of the State of Georgia

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Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

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Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

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Y. Soo Jo, County Attorney

[Signatures Continued on Following Page]

LESSEE

Times Journal, Inc,  
a Georgia corporation

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

Exhibit A  
Description/Floor Plan of the Demised Premises



Fulton County Courthouse  
Basement

Suite  
CB -14

