

LEASE

680 Tumlin Lake Road, Villa Rica, Georgia

THIS LEASE is made this \_\_\_\_ day of January, 2023 (“Effective Date”), by and between the CARROLL COUNTY, GEORGIA, acting by and through its Board of Commissioners (“Lessor”), and CARROLL COUNTY MENTAL HEALTH ADVOCATES, INC., a Georgia non-profit corporation (“Lessee”).

WITNESSETH:

WHEREAS, Lessee to lease from Lessor and Lessor desires to Lessee space in the premises described below, upon the terms, covenants and conditions set forth herein, in order to dispatch a Carroll County Crisis Response Team (“CCCRT”) Unit from the premises;

WHEREAS, the parties cooperate to operate the CCCRT, which is a co-responding, mobile crisis response unit that is dispatched by Carroll County 911 System, to effectively increase cooperative efforts by local law enforcement and first responding agencies in Carroll County, in cooperation with other law enforcement and mental health agencies, to connect individuals with mental illness and co-occurring mental illness and substance abuse disorders and divert them from the criminal justice system; and the CCCRT utilizes evidence-based practices, peer support models and early intervention strategies and supports to reduce recidivism rates in the Carroll County community; and the parties support law enforcement – behavioral health cross-system collaboration to improve public safety responses and outcomes for individuals with mental illness and co-occurring mental illness and substance abuse issues;

NOW THEREFORE,

1. Premises. In consideration of the rent described below and all of the terms, conditions, covenants and agreements in this Lease, Lessor hereby leases and demises to Lessee, and Lessee hereby rents, leases, and takes from Lessor, those areas of Carroll County Fire Station 16 located at 680 Tumlin Lake Road, Villa Rica, Georgia 30180 (“Building”) consisting of two office spaces and one common room as a conference area identified on the sketch attached hereto as Exhibit “A”; and Lessee shall have the non-exclusive right of access and parking, as well as the right of use of the interior and exterior common areas of the Building, all in common with Lessor and the other guests and invitees of Lessor and other tenants (“Premises”).

2. Term. The term of this Lease shall be for a term of twelve (12) calendar months from the Effective Date (“Term”) and shall be automatically renewed for an additional term of twelve (12) calendar months on each consecutive anniversary of the Effective Date unless Lessor or Lessee shall provide a notice of discontinuance to the other at least sixty (60) calendar days prior to the end of the immediately preceding term.

3. Use and Restriction. Lessee shall use the Premises for the dispatch of the CCCRT Unit and all uses reasonably related thereto. Lessee shall not use the Premises for any unlawful purpose. Lessee agrees not to interfere with the operations of County personnel at the Fire Station.

4. Rent. The annual rental shall be the sum of Ten Dollars (\$10.00) ("Rental"). Lessee covenants and agrees to pay the Rental in lawful money in advance on the first day of each lease year during the term to the County Finance Director or such other office directed by Lessor.

5. Repairs and Maintenance. Lessee accepts the Premises "AS IS". Lessor agrees to make all repairs and replacements to the roof and structural portions of the Building, as well as mechanical systems thereof, except for those repairs made necessary by the negligence or willful misconduct of Lessee, its employees, agents, guests and invitees.

6. Fire and Other Casualty Damage. If the Premises shall be partially damaged by fire, natural disaster or acts of God, this Lease shall terminate and Lessee shall vacate the Premises and surrender the same to Lessor.

7. Condemnation. The parties hereto agree that should the Premises, or such portion thereof as will make the premises unusable for the purposes herein leased, be taken or condemned by competent authority for public or quasi-public use, then this Lease shall terminate from the date when possession of the part so taken shall be required for the use and purpose for which it has been taken. If the Lease continues after a partial taking, the rent shall abate proportionately as to the part taken.

8. Assignment and Subletting. Lessee expressly covenants that it shall not assign, mortgage or encumber this Lease, nor sublet, nor suffer or permit the Premises or any part thereof to be used by others without the prior written consent of Lessor in each instance.

9. Insurance; Waiver of Subrogation and Indemnity; Utilities. Lessee shall provide at its sole cost and expense, and in full force and effect during the Term of this Lease, general liability insurance in a good and solvent insurance company or companies licensed to do business in the State of Georgia in the amount of at least Two Million Dollars (\$2,000,000.00) with respect to injury or death and Five Hundred Thousand Dollars (\$500,000.00) with respect to damages to property. Such policy or policies shall include Lessor as an additional named insured. Lessee shall deliver certificates evidencing such insurance to Lessor upon the Commencement Date. Such insurance policy shall provide that the same may not be canceled without thirty (30) days prior written notice to Lessor. Such insurance policy shall further provide that the insurer shall expressly waive any right to proceed against the Lessor in the event that the insurer shall pay any loss with respect to the Premises. Lessor shall pay, as and when they shall be due and payable, all water taxes, rates and/or meter charges, garbage collection and sewer charges for the Premises, and all charges for public utilities, charges for gas, electric and other utilities, or public utilities consumed on

the Premises. Anything in this Lease to the contrary notwithstanding, Lessee waives any and all rights of recovery, claims, actions or causes of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises, the Building or any personal property of such party therein, regardless of cause or origin, including the negligence of Lessor, its agents, officers or employees, if: (i) any such loss or damage is covered by insurance benefitting the party suffering such loss or damage or (ii) is required to be covered by insurance pursuant to this Lease. Unless due to Lessor's gross negligence or willful misconduct, Lessee shall protect, indemnify, defend and hold Lessor harmless from any and all cost, loss, damage, liability or expense arising out of, or connected with, injury or damage, including death, to persons or property occurring on the Premises, or arising out of any act or omission of Lessee, its agents, officers, employees or invitees.

10. Remedies.

(a) (i) If Lessee shall fail to pay the Rental due hereunder and such failure shall continue for a period of thirty (30) days after the notice from Lessor for payment of the same, or any part of same, or Lessee shall default in the observance of any of the other terms, covenants and conditions of this Lease after thirty (30) days notice from Lessor; or

(ii) If the Premises shall be abandoned, deserted or vacated, or if Lessee shall sublet the Premises or assign this Lease except as herein provided; then, upon the happening of any one or more of the defaults or events specified above, this Lease and the term hereof shall at the option and election of the Lessor wholly cease and terminate, and thereupon or at any time thereafter, Lessor may re-enter said premises and have possession of the same and/or may recover possession thereof summary proceedings or otherwise.

(b) In the event of any one or more of the defaults set out in subparagraphs (a)(i)-(ii) above, all payments of Rental, or of any other moneys due from Lessee during the term of this Lease or any extension thereof, shall, at the option of Lessor, become immediately due and payable in full. Lessor may re-enter the Premises, and Lessor may repair or alter the Premises in such manner as to Lessor may seem necessary or advisable, and/or let or re-let the Premises and any and all parts thereof for the whole or any part of the remainder of the original term hereof or for a longer period, in Lessor's name, or as the agent of Lessee, and, out of any rent so collected or received, Lessor shall, first, pay to itself the expense and cost of retaking, repossessing, repairing and/or altering the Premises, and the expense of removing all persons and property therefor, and, second, pay to itself any cost or expense sustained in securing any new tenant or tenants, and, third, pay to itself any balance remaining on account of Lessee's liability to Lessor. Any entry or re-entry by Lessor, whether had or taken under summary proceedings or otherwise, shall not absolve or discharge Lessee from liability hereunder.

(c) Lessee hereby expressly agrees to reimburse Lessor for any reasonable attorneys' fees and any and all costs and expenses incurred by Lessor in enforcing or defending Lessor's right and remedies under this Lease.

11. Requirements of Law. Lessee shall comply with all laws, orders and regulations of federal, state, city, county and municipal authorities and fire insurance rating organizations which shall impose any duty upon the occupant of the Premises.

12. Notices. All notices to be given pursuant to this Lease shall be in writing and shall either be served personally or sent by certified mail, postage prepaid, to the address of the parties below specified or at such other address as may be given in written notice in the manner prescribed in this paragraph. Notice shall be deemed to be given when delivered personally, if delivered, or on the date mailed as provided above, if mailed. Any notices to Lessor shall be sent to:

Carroll County, Georgia  
Historic Court House  
323 Newnan Street, Room 200  
Carrollton, Georgia 30117  
Attention: Chairman

Lessee's address for notices shall be:

Carroll County Mental Health Advocates, Inc.  
118 South White Street  
Carrollton, Georgia 30117  
Attention: President

13. No Broker or Brokerage. The parties agree that this Lease was brought about without the services of a broker and that no brokerage commission is due as a result of the execution of this Lease and Lessee represents that no other party was instrumental in the consummation of this Lease or is entitled to a brokerage commission.

14. No Waiver. No delay or omission of the exercise of any right by either party hereto shall impair any such right or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. No requirements whatsoever of this Lease shall be deemed waived or varied because of either party's failure or delay in taking advantage of any default, and Lessor's acceptance of any payment from Lessee with knowledge of any default shall not constitute a waiver of Lessor's rights in respect to such default, nor of any subsequent or continued breach of any such default or any other requirements of this Lease. All remedies provided for herein shall be construed as cumulative and shall be in addition to every other remedy otherwise available to Lessor.

15. End of Term. Upon the expiration or other termination of the term of this Lease, Lessee shall quit and surrender to Lessor the Premises together with all buildings and improvements thereon, "broom-clean", in good order and condition, ordinary wear and tear and damage by the elements excepted. Lessee shall remove all property of Lessee as directed by Lessor and failing to do so, Lessor may cause all of the said property to be removed at the expense of Lessee, and Lessee hereby agrees to pay all costs and expenses thereby incurred. Lessee's obligations to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

16. Definitions. Words of any gender used in this Lease shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

17. Authority to Execute. Lessor and Lessee do each hereby respectively represent to the other that it has the capacity and the authority to enter into this Lease.

18. Entire Agreement. This instrument of Lease contains the entire and only agreement between the parties concerning the Premises and no prior oral written statements or representations, if any, of any party hereto or any representative of a party hereto, not contained in this instrument, shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by Lessor and Lessee, and no oral agreement or representations for rental shall be deemed to constitute a lease other than this agreement.

19. Successors in Interest. All provisions herein contained shall bind and inure to the benefit of the respective parties hereto, their heirs, personal representatives, successors and assigns. In the event Lessor or any successor-owner of the Premises shall convey or otherwise dispose of the Premises, all liabilities and obligations of Lessor or such successor-owner as Lessor under this Lease shall terminate upon such conveyance or disposal and written notice thereof to Lessee. Lessor shall have the right to assign this Lease without the consent of Lessee and thereafter Lessor shall have no liability hereunder.

20. Applicable Law. This Lease shall be governed exclusively by the laws of the State of Georgia.

[The immediately following page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LESSOR :

CARROLL COUNTY, GEORGIA

By: \_\_\_\_\_(SEAL)  
Michelle Morgan, Chairman  
Board of Commissioners

LESSEE:

CARROLL COUNTY MENTAL HEALTH  
ADVOCATES, INC., a Georgia non-profit corporation

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "A"