

COUNTY OF BEAUFORT )  
STATE OF SOUTH CAROLINA )

LEASE AGREEMENT

IN CONSIDERATION of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this 1<sup>st</sup> day of August, 2013, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Bridges Preparatory School**, with a mailing address of 1100 Boundary Street, Beaufort, South Carolina 29902, hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

**1. DESCRIPTION OF LEASED PREMISES.** All that certain, piece, parcel or tracts of land, with improvements known as the Green Street Gym or the Charles "Lind" Brown Activity Center, located in the City of Beaufort, County of Beaufort, State of South Carolina consisting of the entirety of Beaufort City Block 132, according to the plat prepared by the United States Direct Tax Commissioners for the District of South Carolina; and bounded on the east by Adventure Street, south by Green Street, west by Hamar Street, and north by the street separating City Block 132 from City Block 131, saving and excepting the swimming pool facility and any tennis court facilities.

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**2. TERM.** The term of this Lease shall be for a period of twelve months (12) months, commencing on the 1<sup>st</sup> day of August, 2013, and terminating on the 31<sup>st</sup> day of July 31, 2014, unless sooner terminated pursuant to the provisions of this Lease.

The term of this lease may be extended for three (3) additional one-year periods thereby extending the possible termination date until July 31, 2017 upon the written approval of both the Landlord and Tenant.

**3. RENT.** Tenant agrees to pay, without demand, to Landlord as rent for the demised premises, the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) per month, in exchange for considerations and obligations as outlined heretofore.

**4. HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES.** Tenant shall be responsible for paying one-half (50%) of all utility expenses associated with this facility during the term of this lease agreement with the exception of any

utilities associated with the pool facilities which shall be the sole responsibility of the Landlord.

**5. COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.

**6. CONDITION OF THE LEASED PREMISES.** Tenant is fully familiar with the physical condition of the Leased Premises. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided however, that if such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition.

**7. USE OF PREMISES.** The demised premises shall be used and occupied by Tenant exclusively as a charter school facility and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a charter school facility, Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

**8. HOURS OF OPERATION.** Tenant shall be allowed the use of the demised premises during the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday for the term of this Lease. The general public, through the Beaufort County Parks and Leisure Services Program, shall have access and use of the facility for all other times not identified above, and for such other times that the school may not be in session.

Additionally, the Landlord shall have use of the entire facility on the first Monday and immediately proceeding Tuesday in October for every year that this Lease Agreement may be in effect for purposes of conducting the annual Beaufort County Delinquent Property Tax Sale.

**9. TENANTS OBLIGATIONS:** Tenant agrees and shall maintain the Leased Premises as follows: (1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially

affecting health and safety; (2) keep the premises reasonably safe and clean; (3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the facility or used by the Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; and (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75. In addition to the obligations stated above, Tenant shall also be responsible for any and all janitorial services that may be necessary during those dates and times that Tenant shall enjoy possession and use of the facility.

**10. QUIET ENJOYMENT / PERMITTED OCCUPANTS.** Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

**11. MAINTENANCE AND REPAIRS.** Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal thereof. Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. Examples of maintenance for equipment and fixtures which shall be the responsibility of the Tenant include, but are not limited to, light bulbs, floor mats, and other items that would be considered minor in nature. In lieu of providing any minor maintenance of the HVAC system, tenant shall pay Landlord \$100.00 per month and in exchange, Landlord shall be responsible for all maintenance and filter replacements of the HVAC system. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events,

Landlord may (but not shall be obligated to ) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand. It shall be the responsibility of the Landlord to repair and/or replace the structural components of the building, its plumbing, HVAC systems, pest control, electrical systems, and any and all other structural aspects of the facility that are not specifically identified as being the responsibility of the Tenant. Landlord shall have the sole authority on any decision to repair or replace such items. If, in the opinion of the Landlord, such repair or replacement is due to the negligence of the Tenant, or if damage falls outside the scope of the normal wear and tear exception identified in paragraph 11, Tenant shall be responsible for the costs of such repairs and/or replacements.

**12. ALTERATIONS AND IMPROVEMENTS.** Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the exterior or interior of the facility on the Leased Premises, but shall not construct any other structures on the Leased Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

**12. LOCKS.** Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease.

**13. LOCKOUT.** If Tenant becomes locked out of the premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

**14. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof. A consent by Landlord to one assignment, subletting, concession or

license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement.

**15. RIGHT OF INSPECTION.** Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the single family residence located on the premises. No notice will be required in emergent situations or for access or entry upon the land.

**16. INSURANCE.** Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, in an amount of no less than \$1,000,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

**17. INDEMNIFICATION.** Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims of property damage, or personal injury, arising out of or with respect to Tenant's use of the demised premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the demised premises.

**18. HOLDOVER BY TENANT.** Should Tenant remain in possession of the demised premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

**19. NOTICE OF INTENT TO VACATE.** *[This paragraph applies only when this Agreement is or has become a month-to-month Agreement]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

**20. SURRENDER OF PREMISES.** At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof excepted.

**21. DEFAULT.** In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Leased Premises

and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

**22. ABANDONMENT.** If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

**23. TERMINATION.** Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 20.

**24. BINDING EFFECT.** This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

**25. 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.


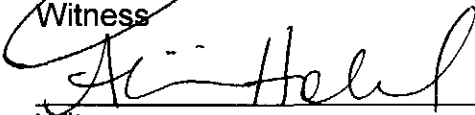
**26. NOTICES.** All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when had delivered or if by mail when deposited with the U.S. Postal Service.

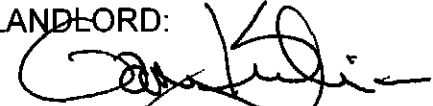
**27. OTHER TERMS.**


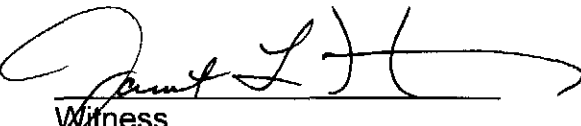
In addition to the terms and conditions contained above, Tenant shall, at its own cost and expense, **be permitted to create a secure area, not to exceed \_\_\_\_\_ in size which shall not be open or accessible by the public or any other** public users of the facility. Tenant shall not be permitted to store any hazardous or dangerous materials within this area. Tenant shall provide the Beaufort County Public Facilities director with a key to such area for use in emergency situations

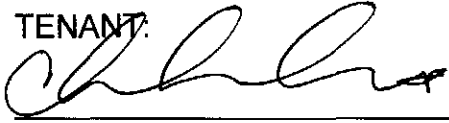

**IN WITNESS THEREOF**, the parties hereto have executed this Lease Agreement the day and year first above written.

**\*READ BEFORE SIGNING**

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

LANDLORD:  
  
\_\_\_\_\_  
Beaufort County Administrator  
Gary Kubic

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

TENANT:  
  
\_\_\_\_\_  
Bridges Preparatory School   
Its: BOARD CHAIR

**NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.**

ORDINANCE 2013 / 28

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH BRIDGES PREPARATORY SCHOOL FOR THE CHARLES LIND BROWN COMMUNITY ACTIVITY CENTER.

WHEREAS, Beaufort County owns and operates the Charles Lind Brown Community Activity Center through the Beaufort County Parks and Leisure Services Department; and

WHEREAS, Bridges Preparatory School, a duly authorized South Carolina Public Charter School desires to lease the Charles Lind Brown Community Activity Center for purposes of establishing educational learning areas for its students; and

WHEREAS, Beaufort County Council believe that it is in the best interests of its citizens to lease the Charles Lind Brown Community Activity Center upon such terms and conditions as the County Administrator may be able to negotiate with the School.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that the County Administrator is hereby authorized to negotiate and enter into a lease agreement with the Bridges Preparatory School for use of the Charles Lind Brown Community Activity Center Building.

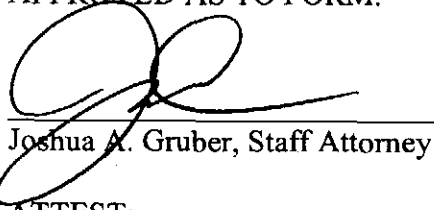
Adopted this 22<sup>nd</sup> day of July, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

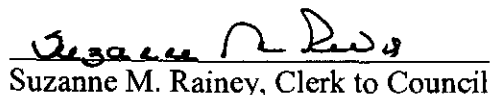
By: 

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

  
Joshua A. Gruber, Staff Attorney

ATTEST:

  
Suzanne M. Rainey, Clerk to Council

First Reading: June 10, 2013

Second Reading: June 24, 2013

Public Hearing: July 22, 2013

Third and Final Reading: July 22, 2013