



COLUMBIA COUNTY, GEORGIA
LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on July 1, 2020 between Columbia County, Georgia, (“Lessor”) a political subdivision of the State of Georgia, by and between Russell Loyd (“Lessee”).

1. **PREMISES LEASED AND TERM:** Lessor does hereby rent and lease to the Lessee that residence (also known as the Ranger’s Cottage) located in Wildwood Park (the “Premises”) for a term commencing on the date hereof and ending on June 30, 2022. County may exercise the option to renew this lease at the end of the term for three (3) additional one (1) year periods with all the same terms and conditions presented herein.
2. **LESSOR’S RIGHT TO TERMINATE:** Notwithstanding anything to the contrary set forth herein, Lessor shall have the right to terminate this Lease at any time by providing Lessee with thirty (30) days prior written notice of such termination.
3. **RENTAL:** On or before the first day of each month beginning July 1, 2020, Lessee shall pay Lessor the sum of three hundred fifty dollars and zero cents (\$350.00) by the first day of each month. This amount shall be deemed late by the 5th of each month and will be subject to a \$50 late fee. As a stipulation to this reduced rate of rent, the Lessee agrees to circle the park grounds one time each upon leaving for work and returning home after shift is complete. Lessee also agrees to be the first point of contact should an emergency arise on park grounds. Payments shall be made payable to Columbia County Board of Commissioners, and mailed to:

Columbia County Board of Commissioners
Attn: Columbia County Community and Leisure Services
630 Ronald Reagan Drive, Bldg. C
Evans, GA 30809

4. **USE OF PREMISES:** The Premises shall be used as Lessee’s residence and for no other purpose unless approved of by Lessor in writing. The Premises shall not be used for any illegal purposes, nor in violation of any valid regulation of any governmental body. Lessee acknowledges and agrees that they will comply with the terms of the Lease and with all federal, state, local laws, or environmental statutes, regulations, or ordinances. Lessee will indemnify and hold Lessor harmless against any damages, losses or claims (including attorney’s fees) which may arise out of Lessee’s failure to comply with this paragraph.
5. **REPAIRS AND MAINTENANCE:** Lessee accepts the Premises in its present condition. Lessor shall not be required to make any repairs or improvements to the Premises whatsoever with the Premises being otherwise leased “as is” and “where is”. Lessee shall be fully responsible for all repairs to and maintenance of the Premises. Lessee agrees to maintain the Premises in a neat and orderly condition
6. **DEFAULT:** Should the Lessee default in performance of any of his obligations, including payment of rent when due, and fail to cure such default within five (5) days after having been given written demand therefore by Lessor, Lessor may, at its option, declare this Lease terminated and re-enter and take possession of the Premises without any legal proceedings and thereby cancel the Lease. The rights of the Lessor under this paragraph shall be cumulative and shall not be restrictive of any other rights under the law. Failure on the part of the Lessor to avail itself of any rights hereunder shall not constitute a waiver of such rights.
7. **ASSIGNMENT OR SUBLETTING:** Lessee may not otherwise, without the prior written consent of Lessor, assign this lease or any interest thereunder or sub-let the Premises or any part thereof, or permit the use of the Premises by any other entity. Consent of the Lessor to one assignment or sub-lease shall not destroy or waive this provision, and all later assignments and sub-leases shall likewise be made only upon the prior written consent of Lessor. Sub-tenants or assignees shall become liable directly to Lessor for all obligations of Lessee hereunder, without relieving Lessee’s liability.
8. **DESTRUCTION OF OR DAMAGE TO PREMISES:** If the Premises are totally destroyed (or so substantially damaged as to be untenable) by storm, fire, earthquake, or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as between Lessor and Lessee as of that date. If the Premises are damaged but not rendered wholly untenable by any such casualty, rental shall abate



in proportion as the Premises have been damaged and Lessor shall restore as speedily as practicable, whereupon full rent shall recommence.

- 9. **UTILITY BILLS:** Lessee shall pay all bills for water, gas, electricity, fuel, light, heat, or power for the Premises. If lessee does not pay the same, Lessor may at its option pay the same and such payments shall be added to the rental of the Premises.
- 10. **ATTORNEY’S FEES:** If any rent owing under this Lease is collected, or any obligation under this Lease is enforced, by or through an attorney at law Lessee agrees to pay reasonable attorney’s fees.
- 11. **ENTIRE AGREEMENT:** This Lease contains the entire agreement of the parties and no representations, inducements, promises 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, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor’s right to demand exact compliance with the terms hereof.
- 12. **ASSIGNMENT:** This Agreement, or any interest therein, shall not be assignable by Lessee to any other party without the prior written consent of the County.
- 13. **TIME OF ESSENCE:** Time is of the essence of this agreement.
- 14. **EXTERIOR SIGNS:** Lessee may not place or paint any signs upon the Premises without the prior written consent of Lessor.
- 15. **RIGHTS CUMULATIVE:** All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.
- 16. **SURRENDER OR PREMISES:** At the termination of this Lease, Lessee shall surrender Premises and keys thereof to Lessor in the same condition as at commencement of the term.
- 17. **NOTICES:** All notices required under this lease shall be deemed given three (3) days after the same shall be mailed certified, return receipt requested to the other party at the following address:

To Lessee: Russell Loyd
P.O. Box 31
Appling, Georgia, 30802
(706) 799-7125

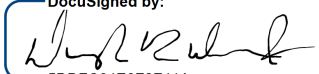
To Lessor: Columbia County Board of Commissioners
Attn: Columbia County Community and Leisure Services
630 Ronald Reagan Drive, Bldg. C
Evans, GA 30809

18. **HEADINGS:** The headings used in this lease agreement are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of June 2, 2020.

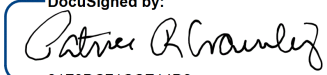
COLUMBIA COUNTY, GEORGIA

RUSSELL LOYD

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 Douglas R. Duncan, Jr., Chairman
 Columbia County Board of Commissioners

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 Russell Loyd, Lessee
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 By: _____
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 Patrice Crawley, County Clerk
 06/02/2020
 Columbia County Board of Commissioners

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