



AN ORDINANCE AUTHORIZING THE LEASE OF 1117, 1133, AND 1155 RUSSELL STREET, AND 1131, 1133, 1137, AND 1143 MIDDLETON STREET; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT REGARDING THE SAME; AUTHORIZING THE EXECUTION AND DELIVERY OF A MANAGEMENT AGREEMENT REGARDING THE SAME; AUTHORIZING THE EXECUTION AND DELIVERY OF ADDITIONAL DOCUMENTS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council ("Council") of the City of Orangeburg ("City") finds:

- (a) the City previously acquired real property located at 1117, 1133, and 1155 Russell Street, and 1131, 1133, 1137, and 1143 Middleton Street, Orangeburg, South Carolina (collectively, "Property," each "Parcel");
- (b) when acquired, the Property had existing tenants;
- (c) South Carolina law, specifically South Carolina Code Annotated section 5-7-40 authorizes municipalities to lease real property to third parties;
- (d) the City desires to provide for lease arrangements with each tenant regarding each Parcel; and
- (e) the City desires to provide for efficient management of the Property and the lease arrangements by engaging a property management company following the request for submissions from potential management companies;

NOW, THEREFORE, by a majority vote of the Council members present, the Council ordains as follows:

Section 1. Incorporation of Findings. The City hereby adopts and incorporates the findings contained in the "WHEREAS" clauses above.

Section 2. Management Company Submissions. The City Administrator, or his designee, provided notice to management companies that might be interested in providing management for the Property, through, at a minimum, direct mailing to each property management company listed with a business license in the City, the City's website, the City's social media outlets, and notice to the Times & Democrat newspaper. The City did not receive any responses. As a result, the City contacted a local property management company with whom the City's Department of Public Utilities has had a prior working relationship. As a result, of that contact, the City negotiated a property management agreement ("Management Agreement") and has provided a form of Lease Agreement for use by the management company with the Property.

Section 3. Authorization and Approval of Form of Lease Agreement and Management Agreement. The Lease Agreement and the Management Agreement are each authorized and approved. The form of the Management Agreement and the Lease Agreement presented at this meeting, respectively, attached as Exhibit A, and Exhibit B, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as if the Lease Agreement and the Management Agreement were set out in this Ordinance in their entirety. The Mayor, the City Clerk, and the City Administrator are each authorized, empowered, and directed to execute, acknowledge, and deliver the Lease Agreement and the Management Agreement in the name of and on behalf of the City, and to cause the executed Lease Agreement and the Management Agreement to be delivered to the respective parties. The Lease Agreement and the Management Agreement are in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the City and as shall be approved by the officials of the City executing the same, on the advice of the City Attorney, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Lease Agreement and the Management Agreement now before this meeting.

Section 4. Lease of Property. The City Council approves and authorizes the City Administrator to lease each Parcel as described in this Ordinance.

Section 5. Expenditure of Funds. The City Council approves and authorizes the City Administrator to expend funds as described in the Lease Agreement and the Management Agreement from any available source.

Section 6. Authorization for City Officials to Act. The Mayor, the City Clerk, and the City Administrator, for and on behalf of the City, are each authorized and directed to do each thing that is reasonably necessary and prudent, including the execution of additional related documents, to effect the lease of the Property, the execution and delivery of each Lease Agreement and the Management Agreement, and the performance of all obligations of the City under and pursuant to this Ordinance, the Lease Agreement, and the Management Agreement.

Section 7. General Repealer. Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

Section 8. Effective Date. This Ordinance is effective at its approval following third reading.

ENACTED BY the City Council on September 20, 2022.



Mayor

Michael C. Butler

Members of Council

[Signature]
Benjamin Haire
Sandra P. Kirtles
Kelvin
L. J. Jinnerson Kirt

Attest:

Linda McDaniel
 City Clerk

First Reading:	March 15, 2022
Second Reading:	April 5, 2022
Third Reading:	September 20, 2022

STATE OF SOUTH CAROLINA

LEASE AGREEMENT

COUNTY OF ORANGEBURG

THIS LEASE AGREEMENT ("Lease") is made and effective February 1, 2022, by and between The City of Orangeburg, South Carolina ("Landlord") and _____, a _____ ("Tenant").

FOR AND IN CONSIDERATION of the mutual agreements contained herein, Landlord and Tenant agree as follows:

1. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord upon the terms and conditions and for the purposes set forth in this Lease, approximately _____ square feet shown and/or described in Exhibit A, attached hereto and incorporated herein by reference ("Leased Premises") more particularly known as Unit ____ in the building ("Building"), located at _____ in the City of Orangeburg, State of South Carolina.

2. **TERM.** This Lease shall be for a period of beginning as of the first date, written above and ending at midnight December 31, 2022, unless modified or earlier terminated pursuant to the terms hereof ("Initial Term").

3. **RENT.** Tenant shall pay monthly rental of _____ Dollars (\$ _____), due and payable in advance, on or before the first (1st) day of each calendar month during the Lease Term, without notice, deduction, demand or set off ("Base Rent"). The Base Rent for any partial month shall be paid in advance and prorated daily from such date to the first (1st) day of the next calendar month. The first (1st) payment of Base Rent shall be due and payable on or before the execution of this Lease. Checks shall be made payable to Landlord and mailed or delivered to the address set forth in Paragraph 29 below or such other address as Landlord may designate to Tenant in writing. To defray administrative and handling expenses, Tenant agrees to pay an additional charge of Twenty-Five and No/100 Dollars (\$25) for each returned check. All Base Rent, additional rent, and any other sums due hereunder shall hereinafter be referred to as "Rent." All Rent shall bear interest at the rate of twelve percent (12%) per annum if not received by Landlord by the first (1st) day of the month.

4. **UTILITIES.** Tenant shall arrange and promptly pay, prior to delinquency, directly to the utility company (or to Landlord if said utilities' accounts are in Landlord's name and billed to Tenant by Landlord) within fifteen (15) days of Tenant's receipt of the invoice for such services, all utility charges on or to the Leased Premises, including but not limited to electric, gas, storm water, sewage and water and all maintenance charges, taxes, penalties and surcharges related thereto. Landlord shall not be responsible for the stoppage or interruption of any utility services and no such interruption shall result in an abatement of rent.

5. **USE OF THE LEASED PREMISES.** Tenant shall use the Leased Premises only as a _____ and for no other purpose. Landlord has made no representation or warranty as to the suitability of the Leased Premises for Tenant's intended purposes.

6. **COMPLIANCE WITH LAWS.** Tenant shall not permit the Leased Premises or any portion thereof to be used in any unlawful manner or in any manner that may create a nuisance including objectionable or unpleasant odors, noise, or vibrations. Tenant shall comply with any and all laws, ordinances, orders, covenants, restrictions, or regulations, now in force or which hereinafter may be enacted or promulgated by any lawful authority having jurisdiction over the Leased Premises or the use thereof, including but not limited to, compliance with the requirements of all policies of insurance at any time in force with respect to the Leased Premises.

7. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease nor sublet or

EXHIBIT A

SUBSTANTIALLY FINAL FORM OF LEASE AGREEMENT

otherwise transfer any or all of the Leased Premises without Landlord's prior written consent. If Landlord consents to any such assignment, sublet or transfer, (i) Tenant shall not be released from the obligations under this Lease, (ii) Landlord shall receive all sums and other consideration paid or payable to Tenant by assignee or subtenant, and (iii) Tenant shall reimburse Landlord for the cost and expense of Landlord's review of any such request for the assignment or subletting. The acceptance of Rent shall not be deemed to be a consent by Landlord to any such assignment, sublet or other transfer, nor shall the same be deemed a waiver of any right or remedy of Landlord under this Lease.

8. ALTERATIONS. Tenant shall not make any alterations, additions, or improvements to any portion of the Leased Premises, either inside or outside, without Landlord's prior written consent. If Landlord consents to any such alteration, addition or improvement, Landlord may require plans and specifications to be submitted and approved by Landlord. Any alterations, additions or improvements approved by Landlord shall, at Landlord's option, become a part of the Leased Premises and Landlord's property upon the expiration or earlier termination of this Lease unless otherwise stated by Landlord in writing; provided Landlord shall have the right to require Tenant to remove any such alteration, addition, or improvement at Tenant's expense upon the expiration or earlier termination of this Lease.

9. MAINTENANCE. Neither Landlord nor its agents have made any representations with respect to the Leased Premises except as expressly set forth herein. Tenant accepts the Leased Premises "AS IS" and "WHERE IS." Landlord shall have no obligation to make any improvements, alterations, repairs, or maintenance to the Leased Premises prior to or during the Lease Term. Tenant shall clean, keep in good repair, maintain, and replace all portions of the Leased Premises including, but not limited to, the air conditioning, heating, ventilation, electrical and plumbing equipment, and systems, which is contained in or servicing the Leased Premises. All repairs and replacements shall be made promptly, as and when necessary and in quality at least equal to the original work. Tenant's duty to maintain the heating and air conditioning systems shall specifically include the duty to inspect the systems and to perform periodic servicing. Tenant shall be responsible for garbage removal from the Leased Premises. If Tenant fails to perform its obligations, Landlord may enter the Leased Premises and do so on Tenant's behalf. Tenant shall promptly reimburse Landlord for any such expense, which reimbursement shall be deemed additional rent under this Lease. Landlord shall not be responsible for any inconvenience or annoyance to Tenant caused by any such repairs and Tenant shall not reduce or withhold any portion of any Rent payment without a prior judicial determination of Tenant's right to do so.

10. DAMAGE AND LOSS. Tenant shall use all facilities of the Leased Premises at Tenant's risk. Landlord shall not be liable to Tenant, Tenant's employees, licensees, invitees or guests or any other person for any loss, injury, or damage to personal property, whether or not due to negligent acts or omissions by Tenant, Tenant's employees, licensees, invitees, or guests or by any other third parties. Tenant indemnifies and saves harmless Landlord for any expense or loss Landlord may incur because of any fire or other casualty or accident caused by the act or omission of Tenant, or Tenant's employees, agents, licensees, invitees, or guests.

The obligations in this Paragraph 10 shall survive the expiration or earlier termination of this Lease.

11. INSURANCE. Throughout the Lease Term, Tenant shall maintain, at its expense, the following types of insurance: (a) comprehensive general public liability insurance, which shall include coverage for personal liability, contractual liability, Tenant's legal liability, bodily injury (including death) and property damage all on an occurrence basis with respect to the business carried on or from the Leased Premises and Tenant's use and occupancy of the Leased Premises in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) all risk, fire and extended coverage insurance on Landlord's interest in the property and Building constituting the Leased Premises and on Tenant's property in the Leased Premises covering the full replacement cost of all such property; (c) worker's compensation insurance as required by law; and (d) any other insurance which Landlord reasonably requires.

All such insurance policies shall name Landlord and as an additional named insured, provide that

they shall not be canceled without thirty (30) days prior written notice to Landlord, provide that such insurance shall be primary with respect to any policies carried by Tenant and that any coverage by Landlord shall be excess insurance, be issued by an insurance company authorized to do business in the State of South Carolina and approved by Landlord with a policy holders rating of no less than "A" in the most current edition of Best's Insurance Reports, and contain a waiver of subrogation endorsement acceptable to Landlord.

A copy or certificate of each required insurance policy shall be delivered to Landlord prior to the commencement of this Lease and not less than thirty (30) days prior to any renewal of such insurance policy.

12. **INDEMNIFICATION.** Tenant indemnifies, defends, and holds Landlord harmless from and against all suits, actions, damages, liabilities, and expenses (including attorney's fees and court costs) in connection with bodily injury, death or property damage arising from or out of any occurrence in, upon, at or from the Leased Premises.

The obligations in this Paragraph 12 shall survive the expiration or earlier termination of this Lease.

13. **DEFAULT.** The following events or occurrences shall constitute events of default: (a) Tenant's failure in the payment of any Rent, additional rental or other sum due hereunder when due; (b) Tenant's failure to perform any covenant or condition of this Lease; (c) Tenant's abandonment or vacation of the Leased Premises; (d) Tenant's voluntary assignment for the benefit of creditors; or (e) Tenant's filing a petition for relief of any kind under the provisions of Title 11 of the United States Code, as amended ("Bankruptcy Code") or an involuntary petition under the Bankruptcy Code is filed against Tenant or a receiver or trustee is appointed for Tenant's property.

Upon any event of default, in addition to any other rights and remedies under this Lease, in law or equity, and with or without terminating this Lease, Landlord, its agents and representatives may without liability, re-enter and repossess the Leased Premises without prior notice, and exercise any or all of the following rights: (w) correct or repair any condition which constitutes such default and recover from Tenant any amount expended by Landlord to cure such default; (x) demand Tenant vacate the Leased Premises and remove all of Tenant's property thereon; (y) accelerate the Rent; or (z) relet the Leased Premises on Tenant's behalf, and recover from Tenant any deficiency between the amount received as rent, less all costs of reletting, and the amounts due under this Lease. If any amount owing to Landlord under this Lease is collected through an attorney, Tenant agrees to pay an additional amount equal to the amount of Landlord's attorney's fees.

14. **CASUALTY.** In case of damage to or destruction of the Building or the Leased Premises by fire or otherwise, Landlord may terminate this Lease upon written notice to Tenant within thirty (30) days of such casualty. In the event Landlord does not elect to terminate this Lease, after receipt of sufficient insurance proceeds, Landlord shall restore, repair, replace, rebuild, or alter the Leased Premises as nearly as practical with the insurance proceeds to the condition such property was in immediately prior to such casualty. All insurance proceeds shall be payable to Landlord. If Landlord does not elect to terminate this Lease, the proceeds received by Landlord on account of such damage or destruction, less the cost, if any, of such recovery, shall be applied by Landlord to the payment of the cost of such restoration, repair, replacement, rebuilding or alteration, (hereinafter referred to as the "Work"), including expenditures made for temporary repairs or for the protection of property pending the completion of permanent restoration, repair, replacement, rebuilding or alteration to the Leased Premises. If the insurance proceeds in the hands of Landlord exceed the amount required to pay the cost of the Work, Landlord shall be entitled to retain such excess amount.

Notwithstanding any provisions to the contrary in this paragraph, Landlord shall not be required to rebuild the Leased Premises if Tenant is in default in the performance of any term in this Lease. In no event shall any restorations, repairs, replacements or alterations be made except with the express approval and

consent of Landlord. If required by any mortgagee or beneficiary under a deed of trust on the Leased Premises, the insurance proceeds may be applied to the payment of such debt and this Lease shall thereafter be terminated.

15. EMINENT DOMAIN. Landlord may elect to terminate this Lease upon thirty (30) days' written notice to Tenant should all or a portion of the Leased Premises shall be taken by eminent domain or pursuant to other governmental authority.

16. SURRENDER. Upon expiration or earlier termination of this Lease, Tenant shall perform each of the following: (a) quit and surrender the Leased Premises to Landlord; (b) remove from the Leased Premises all of Tenant's property and repair any damage caused by such removal; and (c) clean the Leased Premises and restore them to their original or better condition, ordinary wear and tear excepted.

If Tenant fails to vacate the Leased Premises, upon the expiration or earlier termination of this Lease, Landlord may remove and/or store Tenant's property at Tenant's expense without liability to Tenant for any loss or damage thereto. If Tenant does not claim and take delivery of any of Tenant's property that remains on the Leased Premises or in storage for more than twenty (20) days after the termination or expiration of this Lease, as well as pay Landlord all amounts due under this Lease, including costs of removal and storage, Landlord may sell all or any portion of such property at a public or private sale after having given Tenant ten (10) days prior written notice. Landlord may apply the proceeds of such sale to the costs of removal, storage and sale of the property, and then to payment of all amounts due Landlord under this Lease. Any amount remaining shall be paid to Tenant upon Tenant's written demand, without interest.

17. HOLDING OVER. If Tenant holds over and remains in possession of the Leased Premises beyond the expiration of the Lease Term or other termination of this Lease, such holding over shall not be deemed or construed to be a renewal of this Lease but shall constitute the creation of a month-to-month tenancy or a tenancy at sufferance which may be terminated by Landlord upon thirty (30) days' prior written notice to Tenant. By such holding over, Tenant shall be deemed to have agreed to be bound by the terms and conditions of this Lease, except during such month-to-month tenancy, Tenant shall pay a monthly rental rate equal to two hundred percent (200%) of the Rent herein provided for the preceding month.

18. SUBORDINATION. Tenant's interest under this Lease and in the Leased Premises is and shall remain subordinate to the lien of every present and future mortgage, deed of trust or other security instrument applicable to the Leased Premises and any extensions or renewals thereof, and to all advances made thereunder. This provision is self-operative. Upon Landlord's request, Tenant agrees to execute any additional documents as may be required by any third party to evidence this subordination. If a new owner acquires the Leased Premises, Tenant agrees to attorn to such new owner as Tenant's landlord and to continue to perform all of Tenant's obligations under this Lease for such new owner.

19. SALE BY LANDLORD. In the event Landlord sells or transfers the Leased Premises during the Lease Term, the purchaser shall purchase the Leased Premises subject to this Lease and Tenant hereby acknowledges that after such sale, Tenant shall look solely to such third-party purchaser as Landlord under this Lease. Landlord shall be released from the obligations hereunder, and Tenant's remedies for any breach of this Lease shall be solely against the new owner.

20. HAZARDOUS MATERIALS. Throughout the Lease Term, Tenant shall not cause, permit or allow any substances or materials (whether solid, liquid or gaseous and including, without limitation, any petroleum or petroleum by-products) deemed to be toxic or hazardous or the manufacture, storage, transport or disposal of which is regulated by any federal, state or local agency or authority (collectively, the "Hazardous Materials") under any federal, state or local law, ordinance, rule or regulation related to the environment or health and safety matters, as amended from time to time ("Environmental Laws"), to be handled, placed, stored, dumped, dispensed, released, discharged, deposited, manufactured, generated, treated, processed, used, transported or located on the Leased Premises without Landlord's prior written consent; provided, Tenant may handle, store or use minor quantities of Hazardous Materials which are

directly related to Tenant's business operations; if Tenant engages in such permitted activity in a safe and lawful manner and in full compliance with any and all Environmental Laws, which compliance shall be at Tenant's sole expense. Upon the expiration or earlier termination of this Lease, Tenant, at Tenant's expense, shall remove all Hazardous Materials from the Leased Premises.

Tenant shall give Landlord immediate written notice of any problem, spill, discharge, threatened discharge or discovery of any Hazardous Materials on or about the Leased Premises. If such problem, spill, discharge, threatened discharge or discovery was caused by Tenant, its employees, agents, contractors, invitees or licensees, this notice shall include a description of measures proposed to be taken by Tenant to contain and/or remediate the release of Hazardous Materials and any resultant damage to or impact on property, persons and/or the environment (which term includes without limitation soil, surface water or groundwater) on, under or about the Leased Premises. Tenant shall not take any action without Landlord's written consent. Upon Landlord's approval and at Tenant's own expense, Tenant shall promptly take all steps necessary to clean up or remediate any release of Hazardous Materials, comply with all environmental laws, and otherwise report and/or coordinate with Landlord and all appropriate governmental agencies.

Tenant indemnifies, releases and holds Landlord harmless from and against all Liabilities suffered by, incurred by or assessed against Landlord, its agents or other representatives whether incurred as a result of legal action taken by any governmental entity or agency taken by any private claimant or taken by Landlord as a result of the presence, disturbance, discharge, release, removal or cleanup of any Hazardous Materials upon or under, on or off site, associated with or flowing or originating from the Leased Premises. Tenant's obligations and liabilities under this paragraph shall survive the expiration of this Lease. The term "Liabilities" as used herein is hereby defined as any and all liabilities, expenses, demands, damages, punitive or exemplary damages, consequential damages, costs, cleanup costs, response costs, losses, causes of action, claims for relief, attorneys' and other legal fees, other professional fees, penalties, fines, assessments and charges.

The obligations in this Paragraph 20 shall survive the expiration or earlier termination of this Lease.

21. **QUIET ENJOYMENT.** Subject to the terms and conditions of this Lease, and provided Tenant is not in default hereunder, Landlord agrees that Tenant shall hold and enjoy the Leased Premises throughout the Lease Term.

22. **NON-LIABILITY OF LANDLORD.** If Landlord shall fail to perform any covenant, term or condition of this Lease, Tenant shall be entitled to bring a lawsuit against Landlord and seek a money judgment against Landlord. Any money judgment obtained by Tenant against Landlord shall be satisfied only out of the proceeds of any sale received upon execution of such judgment and levy thereon against the right, title and interest of Landlord in the Leased Premises. Landlord shall not be liable for any deficiency. Tenant shall have no right to levy execution of such judgment against any property of Landlord other than its interest in the Leased Premises. Landlord shall have no liability or responsibility hereunder, and Tenant hereby waives the right to seek specific performance of this Lease.

23. **LIENS.** Tenant shall keep the Leased Premises and Tenant's leasehold estate free from any liens arising out of any work performed, material furnished, or obligations incurred with respect to the Leased Premises. In the event any such lien is filed against the Leased Premises, Tenant shall cause such lien to be discharged by payment or bonding within thirty (30) days of the filing of the lien.

24. **ENTRY.** Landlord, its agents, or representatives, may enter the Leased Premises at all reasonable times, for any purpose, including but not limited to exhibiting the Leased Premises to prospective buyers and tenants. Any such entry by Landlord shall not unreasonably interfere with Tenant's business.

25. **SIGNAGE.** Tenant may install an identification sign on the Leased Premises upon prior written approval by Landlord; provided any such signage shall comply with all laws, ordinances and

regulations.

26. **ESTOPPEL.** Tenant shall, from time to time, upon ten (10) days prior notice, deliver to Landlord or its designee, a written statement certifying the following: (a) this Lease is unmodified and in full force and effect; (b) the amount of Rent then payable under this Lease and the date to which Rent has been paid; (c) there are no defaults under this Lease or a detailed description of such default; (d) Tenant is in possession of the Premises; and (e) any other information reasonably requested.

27. **SECURITY DEPOSIT.** Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a security deposit of _____ and No/100 Dollars (\$ _____) ("Security Deposit") as security for the performance by Tenant of all the terms, covenants, and conditions of this Lease upon Tenant's part to be performed. The Security Deposit shall be returned to Tenant sixty (60) days after the expiration or earlier termination of this Lease, provided Tenant has fully performed all obligations to be performed by Tenant hereunder and no defaults exist hereunder. Landlord, without prejudice to any other remedy, shall have the right to apply any part of the Security Deposit to cure any default of Tenant. If Landlord so uses any part of the Security Deposit, Tenant shall, upon demand, deposit with Landlord the amount so applied so that Landlord shall have the full Security Deposit on hand at all times during the Term.

In the event of a sale of the Leased Premises, Landlord shall have the right to transfer the Security Deposit to the purchaser. Landlord shall thereupon be released from all liability for the return of such Security Deposit and Tenant shall look solely to the new landlord for the return of the Security Deposit. The Security Deposit shall not be assigned or encumbered by Tenant without the written consent of Landlord. The Security Deposit shall not bear interest and may be commingled with other funds of Landlord. The Security Deposit is not an advance rental deposit or a measure of Landlord's damages in the event of Tenant's default.

28. **NOTICES.** All notices required to be given by the terms of this Lease shall be in writing, and deemed given when sent by: a) registered or certified mail, postage prepaid, return receipt requested, or b) national overnight delivery service to the addresses and numbers set forth below:

Tenant: _____

Attn: _____
Phone: _____

Landlord: _____

Attn: _____
Phone: _____

With a copy to: King Kozlarek Law LLC
(not notice) Attn: Michael E. Kozlarek, Esq.
Post Office Box 565
Greenville, South Carolina 29602-0565

Either party may designate a different address by written notice given to the other.

29. **REDEVELOPMENT.** Tenant acknowledges and understands that Landlord plans to redevelop the Building or the Leased Premises, and that as a consequence Landlord shall have the right to terminate this Lease at any time upon at least sixty (60) days' written notice to Tenant ("Landlord's Termination Notice"). To the extent Landlord has other vacant properties available, Landlord may, in Landlord's sole discretion, offer alternative premises to Tenant upon the same terms and conditions set

forth in this Lease, provided that Landlord is under no obligation to do so. Upon delivery of Landlord's Termination Notice, this Lease shall terminate as of the date specified in such Notice and Tenant shall be required to surrender the Leased Premises in accordance with the terms of this Lease as of such date.

30. MISCELLANEOUS.

Police Powers. Nothing herein shall restrict Landlord's ability to exercise any of Landlord's police powers, including powers related to taxation, zoning, eminent domain, health and safety regulation and inspection, and otherwise available to Landlord as a governmental entity.

Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the any installment or payment of Rent due shall be deemed to be other than on a account of the amount due and not endorsement or statement on any check or payment of Rent shall be deemed on accord and satisfaction.

Attorneys Fees. If any action is taken to enforce any provision of this Lease, Landlord shall be entitled to recover from Tenant its reasonable attorneys' fees and all costs incurred in such enforcement.

Authority. Each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that, if Tenant is a corporation, partnership or limited liability company, Tenant is duly authorized and existing, that Tenant has and is qualified to do business in the State where the Leased Premises are located, that Tenant has full right and authority to enter into this Lease and that each and all of the persons signing on behalf of Tenant were authorized to do so. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord regarding the foregoing representations.

Brokers. Landlord and Tenant each represent and warrant to the other that they have not dealt with any real estate agent or broker in connection with this transaction.

Counterparts. This Lease may be executed in two (2) or more counterparts with all being deemed collectively as one lease.

Cumulative Remedies. All remedies of Tenant created under this Lease or remedies otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other.

Entire Agreement. This Lease represents the entire agreement, and all prior and contemporaneous discussions and documents are superseded by this Lease. Any statement or representation not contained herein shall not be binding on either party. All subsequent amendments hereto must be in writing and signed by the parties hereto.

Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina.

Invalidity. The invalidity or unenforceability of any term herein shall not affect the validity or enforceability of any other term.

Memorandum. This Lease shall not be filed or recorded on the public record. However, a memorandum thereof may be recorded at Tenant's sole cost upon prior written consent of Landlord.

Non-Waiver. No right or remedy under this Lease shall be waived unless the waiver is in writing and signed by the party claimed to have made the waiver, and such waiver shall not be interpreted as a continuing waiver.

Successors and Assigns. This Lease shall be binding upon the parties hereto and their respective successors and assigns.

Time. Time is of the essence in each and every provision regarding Tenant's performance under this Lease.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Tenant and Landlord duly execute this Lease under seal as of the day and year first above written.

LANDLORD:

The City of Orangeburg, South Carolina

By: _____

Title: City Administrator

TENANT:

_____, a _____

By: _____

Title: _____

Litchfield Annual Rentals

10554 Ocean Highway, Att: Long Term Rental Department • Pawley's Island, SC 29585
(843) 979-6740

PAGES

1. Management Agreement

ACCEPTANCE

1. Sign and Accept

Management Agreement

AUTHORITY

This agreement is made by and between Litchfield Annual Rentals, DBA Moore Company Rentals LLC, hereinafter referred to as BROKER and, CITY OF ORANGEBURG hereinafter referred to as OWNER to secure the services of BROKER in the management of real property known as: 1117, 1133, 1155 RUSSELL ST AND 1131, 1133, 1137, 1143 MIDDLETON, ORANGEBURG, SC 29115 hereinafter referred to as the PREMISES, for a period beginning on 08/01/2022 and ending on 07/31/2023 and subject to the following terms and conditions.

APPOINTMENT AND AUTHORITY OF BROKER

- a. OWNER hereby appoints BROKER as the sole and exclusive BROKER to rent, lease, manage, collect and receipt for rents and operate the PREMISES. The OWNER, however, retains the right to make all management decisions concerning establishing parameters for new tenants, rental terms, and capital or repair expenditures in excess of \$250 in any month and must provide BROKER of these terms at onset of agreement.
- b. BROKER is authorized to secure the services of other real estate agents and conduct other marketing activities for purposes of securing a new tenant so long as they do not exceed the terms of this agreement.
- c. It is agreed that the BROKER is entitled to compensation as provided herein in connection with any lease that may be executed during the term of the agreement, unless said lease was negotiated by the OWNER or any other party. BROKER shall be paid compensation at the rate as provided herein connection with any

EXHIBIT B

SUBSTANTIALLY FINAL FORM OF MANAGEMENT AGREEMENT

lease which is being negotiated at the time of termination of this agreement if the tenant was introduced to the PREMISES by BROKER.

TERMS

IN THE EVENT THAT THE PREMISES ARE RENTED OR LEASED THROUGH THE EFFORTS OF BROKER, AND THE LEASE TERM RUNS LONGER THAN THE TERMS OF THE AGREEMENT, BROKER SHALL CONTINUE TO BE COMPENSATED AS STATED IN PARAGRAPH 5. In the event that the PREMISES is not rented or leased within sixty (60) days of the date of this agreement or remains vacant without being subject to a lease for any sixty (60) day period, either party may terminate the agreement upon thirty (30) days written notice to the other party prior to the rental or lease of the premises through the efforts of BROKER. If the PREMISES contain multiple rental units, the termination provisions of the section will only apply if all units were not rented or leased within sixty (60) days of this agreement, or all units remained vacant for any sixty (60) day period. Termination of this agreement shall not adversely affect the rights of tenants under then existing leases.

SPECIFIC AUTHORITY FOR REPAIR AND ALTERATIONS

a. OWNER hereby gives BROKER the following authority and powers and agrees to pay promptly on demand all legitimate expenses in connection with the following: to purchase necessary supplies; to contract for such utility services as BROKER may deem advisable; to make necessary repairs to the PREMISES without express written consent of OWNER, limited to \$250 in any month, and to make OWNER authorized alterations and decorations. In addition to other authority of BROKER, BROKER may pay or incur with limitation on behalf of OWNER monthly or recurring operating charges and/or emergency repair, if, in the reasonable opinion of the BROKER, such repairs are necessary to protect the property from damage or maintain services to the tenants as called for in state law or Rental Agreement. BROKER is authorized on behalf of OWNER to hire, discharge, supervise and pay any employees or contractors for work performed. **All providers of services shall be deemed to be acting on behalf of the OWNER and not the BROKER.** BROKER will not be liable to the OWNER or others for any act, default or negligence on the part of such persons, contractors or other workmen, providing BROKER has taken reasonable care in engaging them or their employers.

BROKER RESPONSIBILITIES

In addition to the foregoing, the BROKER will perform the following functions on OWNER'S behalf:

a. Make reasonable efforts to collect all the rents and other fees due from tenants when such amounts become due, and deposit same into agency account maintained on behalf of OWNER, but BROKER does not guarantee the payment of any tenant's rent;

b. Withdraw from such account all funds needed for proper disbursements for expenses payable by the OWNER including without limitation, BROKER'S compensation and remit balance of rent to OWNER at OWNER'S address set forth in paragraph 9 with a written statement within 30 days of rent receipt, indicating said receipts and disbursements; and

c. Collect and place into escrow accounts, as required by law, security deposits under any lease. Broker is authorized to disburse the security deposit at such times and to such persons as BROKER shall in good faith believe to be entitled to such funds in accordance with South Carolina laws governing security deposits. Any interest earned on said deposits, shall with tenant's permission belong to BROKER.

BROKER'S COMPENSATION

In consideration of the services rendered by BROKER, OWNER agrees to pay BROKER the following forms of compensation:

a. For **SETUP/ORIGINATION** - a fee of N/A to be paid at the time of execution of the contract.

b. For **MANAGEMENT** - a management fee equal to 10% of gross receipts collected including all sums collectible under any leases.

c. For **LEASING** - a fee equal to N/A for each new tenant's lease shall be paid to BROKER, in addition to the management fee noted above. Tenant renewal fee shall be paid to BROKER in the amount of N/A upon executing any yearly renewal lease with the tenant.

BROKER DISCLAIMER

Parties acknowledge that Brokers give no warranties or representations of any kind expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waster, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions; (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements

(7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to OWNER. Parties consent that their BROKERS may communicate with them via ANY means; and use or disclose information not made confidential by written instruction of Parties.

BROKER LIABILITY LIMITATION

Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Broker's attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. Broker shall not be liable to the OWNER for damage to Premises unless caused by the acts or omissions of Broker or Broker's agents or servants. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein.

LEGAL PROCEEDINGS

BROKER is empowered to sign and/or cancel leases on OWNER'S behalf, to enforce the provisions of same, to institute legal action or other proper proceedings to collect rents and other sums due, and when expedient, to settle, compromise and release such actions and suits, and to dispossess tenants, and other persons, including without limit institution of eviction proceedings in the name of and on behalf of OWNER. BROKER may select the attorney of BROKER'S choice to handle any such matters and incur court costs at owner's expense. BROKER is not responsible for defending owner against any claim brought in a proceeding or court action. BROKER will, on behalf of the OWNER, manage ejectments with oversight from the City Attorney's office. Any costs related to ejectments to be reimbursed by the OWNER.

BINDING AUTHORITY

This agreement shall be binding upon the successors and assigns of BROKER, and upon the heirs, administrators, executors, successors, and assigns of OWNER.

COMMUNICATIONS/NOTICE

Owner agrees to receive any and all communications from Broker at the address, phone, fax, and email address given. Any notice required or permitted to be given pursuant to the provisions of this agreement shall be deemed given (1) when delivered personally, or (2) on the date such notice is deposited in the United States Mail, postage prepaid, certified or registered mail, return requested, at the Broker and Owner provided addresses.

BROKER:

Litchfield Annual Rentals
10554 Ocean Highway
Att: Long Term Rental Department
Pawley's Island, SC 29585
(843) 979-6740

OWNER:

City of Orangeburg
PO Drawer 387
Orangeburg, SC 29116-0387
(803) 533-6000
john.singh@orangeburg.sc.us

With a copy (does not constitute notice)
King Kozlarek Law LLC
Attn: Michael E. Kozlarek, Esq.
michael@kingkozlaw.com
Post Office Box 565
Greenville, South Carolina 29602-0565

OWNER REPRESENTATIONS AND WARRANTIES

a. OWNER represents and warrants to the BROKER that, to the best of OWNER'S knowledge, the PREMISES are free of hazardous and/or toxic wastes and/or substances (as such terms are defined under applicable federal and state laws); that the PREMISES are fit for human habitation; that there are no hidden or latent defects or conditions on or affecting the PREMISES other than , that the PREMISES are not the subject of any order to repair or to demolish or other order of any governmental authority; that the PREMISES comply with all currently applicable law as, statutes and governmental rules and regulations; that the OWNER will at all times during the term of this Agreement fully and promptly comply with the lawful requirements of all applicable governmental authorities.

b. OWNER declares that all mortgage payments have been made and account is current.

c. OWNER warrants that there are operating smoke detectors on the premises.

LEAD-BASED PAINT DISCLOSURE

For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint Hazards (the "Disclosure") must be signed by OWNER and attached to this agreement. OWNER represents that either (1) the improvements on the property were all submitted, commenced, and constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this agreement. OWNER agrees to provide BROKER with any such additional information or reports as may come to OWNER'S possession during the term of this agreement. OWNER acknowledges that BROKER has informed OWNER of the OWNER'S obligations to provide a tenant of the property with the pamphlet "Protect Your Family From Lead in the Home", to provide information to a Tenant of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582 (d) as amended.

FORCE MAJEURE

Any delays in the performance of any obligation of BROKER under the Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of BROKER'S reasonable judgment for performance by BROKER as provided in this Agreement.

PAYMENT FROM OWNER'S FUNDS

BROKER shall have no duty to expend BROKER'S individual funds in fulfillment of BROKER'S responsibilities under this agreement. All payment required or permitted to be made by BROKER shall be made from OWNER'S funds. OWNER agrees to deposit with BROKER promptly on demand such funds as may be necessary in BROKER'S reasonable judgment for performance by BROKER as provided in this Agreement.

AVAILABILITY OF TENANTS

BROKER shall make a good faith effort to obtain tenants for the PREMISES, but BROKER makes no guarantee that tenants can be found.

MERGER CLAUSE

Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

MEDIATION CLAUSE

Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions including reaching or not reaching a settlement. any dispute claim, breach, or service issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS (info@NAREALTORS.org 1-800-772-5206). Disputes include representations made by any Party, Broker, person, or entity in connection with the sale, purchase, financing, condition or any other aspect of the property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by Parties pursuant to mediation is binding. This mediation clause shall survive the closing date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

FACSIMILE AND OTHER ELECTRONIC MEANS

The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials, and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

SEX OFFENDER/CRIMINAL INFORMATION

OWNER agrees that BROKER'S/PROPERTY MANAGERS are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers/Property Managers for failure to obtain or disclose sex offender or criminal information. Owner

agrees that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (i.e. law enforcement, P.I., web). The Owner may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

By initialing here, you acknowledge and agree to the terms on this page. *Click to add your initials.*