

**GBA SAMPLE PROPERTY LEASE**

**STATE OF GEORGIA  
COUNTY OF FULTON**

**No. \_\_\_\_ of Two  
Executed Copies**

**LEASE AGREEMENT – SPECIMEN  
BY AND BETWEEN  
THE GEORGIA BUILDING AUTHORITY  
AND  
{NAME OF TENANT}**

**THIS LEASE AGREEMENT** (hereinafter referred to as "Lease"), made this \_\_\_\_ day of \_\_\_\_\_, 2012, between GEORGIA BUILDING AUTHORITY (hereinafter referred to as "Landlord"), a public corporation created by an Act of the General Assembly of Georgia (Ga. Laws 1951, p. 699, as amended), whose agent for purposes of this Lease is Steven L. Stancil., Executive Director and with the business address for purposes hereof at 1 Martin Luther King, Jr. Drive, S.W., Atlanta, Georgia 30334 and {NAME OF TENANT}, (hereinafter called "Tenant") and business address for purposes of this Lease is {insert business Address}, and whose mailing address is {insert mailing address};

**WITNESSETH**

- 1. PREMISES.** Landlord hereby demises and leases to Tenant, and Tenant hereby accepts and leases from Landlord, subject to the terms and conditions hereof, the premises being and situated at {insert address of property to be leased} comprising the portion of the Balcony Level floor totaling {insert square footage} square feet and being more particularly identified on a floor plan of said building designated "Exhibit A", attached hereto and made a part hereof, and with the foregoing premises hereinafter known and referred to as the "Premises", for the express purpose of {insert purpose of business} and for no other purpose.
- 2. TERM.** The initial term of this Lease, hereinafter called the "TERM", shall commence on {insert base term of lease} at the Base Rent as hereinbelow defined, and will continue pursuant to Paragraph 4 within unless, however, sooner terminated as herein defined.
- 3. BASE RENT.** As full consideration for the leased Premises and access thereto, Tenant covenants and agrees to pay rent, hereinafter called "Base Rent", to Landlord, at the above-stated business address, or at such other address or addresses as may be designated in writing from time to time by the Landlord, for the Premises beginning not later than five (5) working days from Tenant's occupancy, use and inventory stocking of the Premises in anticipation and preparation for conducting a commercial business therefrom, and continuing during the Term the total based monthly rental, due and payable in advance on or before but not later than the first (1st) day of each and every calendar month as follows: {use chart below if applicable, ex. if rate changes}

<u>Period</u>	<u>Monthly Base Rent</u>


Tenant shall pay to Landlord promptly all rent when it is due and payable, without demand and without offset, deduction, or counterclaim.

**4. RENEWAL/EXTENSION.** ~~{Delete paragraph if no extension offered}~~ Provided that Tenant is not then in uncured default under this Lease and shall have fully complied with all its terms and conditions, except as modified in writing by the parties, and subject to the right of Landlord and Tenant, respectively, to terminate the tenancy, this Lease shall renew, upon notice given by Tenant to Landlord and Landlords approval within sixty (60) days of the terms expiration, **for two (2) additional one (1) year periods.** Tenant waives all succeeding opportunities for renewal by terminating any one renewal period. During any such renewal or extension term, the provisions of this lease shall continue to apply.

**5. LIMITATIONS ON LIABILITY.** Landlord shall not be liable to Tenant, nor shall Tenant be entitled to any abatement of rent for Landlord's failure to furnish, or delay in furnishing, any service described within, whether such failure or delay is caused by repairs, renewals, or improvements or by any strike, lockout, or other labor controversy, or by any accident, ordinary negligence of Landlord or its employees, or casualty whatsoever, or by the act or failure to act, or default of Tenant or any other person whomsoever and whether the reason therefore and the act cause thereof is within or without the control of Landlord; nor shall Landlord be liable for any act, default, or negligence of any employee of Landlord in reference to such services; and no such failure or delay to furnish any service or services by Landlord or any failure to act or negligence of Landlord's employees shall be an actual or constructive eviction of Tenant, nor shall any such event operate to relieve Tenant from the prompt and punctual performance of each and all the covenants to be performed herein by Tenant; nor shall Landlord be liable to Tenant for damage to person or property caused by defects in the cooling, heating, electric, water, elevator, sewer, or sewage, or other apparatus or system. Landlord shall not be liable for the theft, mysterious disappearance, or loss of any property of Tenant whether from the Premises or any other part of the Building. Landlord shall not be liable to Tenant or any other person on account of any event, happening, or occurrence within the Premises. Landlord shall not be liable for any such interference, disturbance, or breach whether caused by another tenant of Landlord or any other person, nor shall Tenant be relieved from any obligation herein because of such interference, disturbance, or breach.

Tenant hereby releases Landlord from any claims for damage to any person or to the Premises and the Building, and to the fixtures, personal property, Tenant's improvements and alterations of either Landlord or Tenant in or on the Premises and the Building, which arise from, or are alleged to arise from Tenant's use of the Premises.

Landlord shall not be liable to Tenant for excluding any person from the Premises or Building during times other than the regular hours established in this Lease, or for admission of any person to the Premises or Building at any time, or for damages or loss or theft resulting therefrom which affect any person, including Tenant.

**6. REPAIRS.** During the Term of this Lease or any Renewal/Extension hereof, Landlord shall maintain and repair the premises, and then only if not brought about by any act of neglect of Tenant or Tenant's invitees. However, Landlord shall have no duty to Tenant to make any improvements to the Premises

*except structural repairs necessary for safety and tenantability, and then only if not brought about by any act or neglect of Tenant, or Tenant's invitees. Landlord shall have the right to enter the Premises at such times as Landlord deems necessary to inspect and examine same, to make such repairs, additions, alterations, and improvements as Landlord desires to make to the Premises or Building, to exhibit the Premises to prospective purchasers or tenants, and for the purpose of removing anything from the Premises which does not conform to this Lease. Landlord shall also be allowed to take any and all needed materials into and through the Premises that may be required to make such repairs, additions, alterations, and improvements, all without being liable to Tenant in any manner therefore. While such work is being performed in, on, or about the Premises, the rent provided herein shall in no wise abate, and Tenant waives any claim and cause of action against Landlord for damages by reason of loss or interruption to Tenant's business and profits therefrom because of the prosecution of any such work or any part thereof.*

**7. TENANT'S DUTIES.** *Tenant agrees that Tenant shall:*

- a. Maintain and pay all charges for garbage collection services or other sanitary services rendered to the leased Premises or used by Tenant in connection therewith. If Tenant fails to maintain and pay charges for garbage collection or other sanitary services, Tenant will be deemed in breach of contract and contract will be void.*
- b. Indemnify Landlord against any loss, damage, or expense to the Premises and to the heating, cooling, water, electric, sewer, or sewage, and other apparatus and systems, including, without limitation, wires and lights, and to any part of the Building including fixtures and appurtenances arising due to any act or neglect of Tenant, Tenant's employees, agents, or visitors. Tenant agrees that its use of electrical current shall never exceed the capacity of existing feeders, risers, or wiring installation. Only after approval, in writing by the Landlord, any and all additional electrical wiring shall be performed by an electrical contractor or otherwise supervised by such contractor, and Tenant shall bear the whole expense of such additional materials and installation.*
- c. Make no structural changes, alterations or additions in or to the Premises, including by illustration and not limitation installation and/or attachment of security items and equipment without first obtaining Landlord's written consent, and Landlord reserves the right to approve designers, contractors, and sub-contractors who will perform work in the Building. All such work, including erections, additions, fixtures, and leasehold improvements, whether temporary or permanent in character, except only the moveable office furniture of Tenant, which are made or placed in or upon the Premises either by Tenant or Landlord, shall be the Landlord's property and shall remain upon and in the Premises at the termination of this Lease whether by lapse of time or otherwise, all without compensation or payment to Tenant. Notwithstanding the granting of Landlord's written consent to any such work, Tenant agrees that if Landlord so requests, Tenant will remove all or any part of such improvements before the termination of this Lease, and restore the Premises to its former condition. If Tenant makes any structural change in the Building, then Tenant shall be liable for all damages and injuries caused thereby, notwithstanding the granting to Tenant of Landlord consent. Tenant agrees to pay the cost of all repairs, alterations, and additions performed by Tenant, to suffer no liens to be placed against the Building on account thereof, and to indemnify Landlord against all claims which arise in connections therewith.*
- d. Before the termination of this Lease, remove from the Premises and the Building all of Tenant's personal property which this Lease allows Tenant to remove, and surrender the Premises, and the keys thereto, to Landlord in the same condition as existed at the beginning of the Term of this Lease, with only the effects of natural wear and tear and such casualty as is covered by insurance excepted. Tenant has the affirmative duty to perform, and pay the cost of, all restoration work required to conform to the provisions of the Paragraph 7, and the provisions hereof shall survive the termination*

*of this Lease. Such property of Tenant as Tenant fails to remove either from the Premises or the Building after the termination of this Lease shall be considered as abandoned by Tenant and may be disposed of by Landlord in any manner whatsoever, without accounting to Tenant for same or being liable in any way to Tenant for such disposition.*

- e. Not use the Premises for any illegal purpose or violate any statute, regulation, rule, or order of any governmental body, nor create or allow to exist any nuisance or trespass, nor do any act in or about the Premises, nor bring anything on or in the Premises or the Building which will in any way increase the rate of insurance on the Premises or the Building, nor deface or injure the Premises or Building. Tenant agrees that Tenant will not at any time overload the floor of the Premises. Tenant agrees that Landlord shall have the right to prescribe the weight, position, and manner of installation of heavy articles such as safes, machines, filing systems, and cabinets, and other equipment which Tenant may use in the Premises. Installation of articles and equipment shall be done in such a manner as to not cause or create unnecessary loads on the Building's floor. In no event shall weight be placed upon any floor by Tenant so as to exceed a load of 50 pounds per square foot without the prior written approval of Landlord which approval, if granted, shall not constitute a release of Tenant from liability therefore.*
  
- f. Give Landlord written notice at least sixty (60) days in advance of the date on which Tenant may desire to assign this Lease or sublet the Premises or any part hereof, which notice shall specify the name and business of the proposed assignee or sublessee, the amount and location of the space affected, the proposed effective date of the subletting or assignment, and the proposed rental to be paid to Tenant by such subtenant or assignee. Landlord shall then have a period of thirty (30) days following receipt of such notice within which to notify Tenant in writing that Landlord elects either (1) to terminate this Lease as to the space so affected as of the date so specified by Tenant, in which event Tenant will on that date be relieved of all further obligations to pay rent hereunder as to such space, subject to the right of Tenant to withdraw its request for permission to assign or sublet in order to avoid termination of the Lease by Landlord, or (2) to permit Tenant to assign or sublet such space, in which event if the proposed rental rate between the Tenant and sublessee is greater than the rental rate of the Lease, then such excess rental shall be deemed additional rent owed by Tenant to Landlord under this Lease, and the amount of such excess shall be paid by Tenant to Landlord in the same manner that Tenant pays the Base Rent hereunder and in addition thereto, or (3) to withhold consent, which consent may not be unreasonably withheld, to Tenant's assignment or subleasing such space and to continue this Lease in full force and effect as to the entire Premises. As illustration and not limitation, if Landlord withholds consent because Tenant's proposed subtenant is a competitor either of Landlord or of the State, or because in the Landlord's judgment such subtenancy would make the Building less attractive to other tenants of the Building, then in any such event Landlord's withholding of such consent shall not be deemed unreasonable. If Landlord should fail to notify Tenant in writing of such election within said thirty (30) day period, Landlord shall be deemed to have elected option (3) above. No assignment or subletting by Tenant shall relieve Tenant of any obligation under this Lease, it being expressly understood and agreed that in any such circumstances, Tenant shall continue to be fully bound and obligated unto Landlord for performance of this Lease in its entirety and to its Term and any renewal, including payment of all monies rightfully due and owing Landlord thereunder. Any attempted assignment or sublease by Tenant without the written consent of Landlord having been first had and obtained shall be void.*
  
- g. At Tenant's sole cost and expense, comply with all statutes, regulations, rules, ordinances, and order of any governmental body, department or agency thereof, which shall now or hereafter, from time to time, be established applicable to Tenant as they relate to the Premises including, without limitation, the Americans With Disabilities Act of 1990 ("ADA"), and shall take, as otherwise provided herein, all*

action necessary to cause the Premises, as determined by Tenant to be necessary or required for compliance with the ADA, shall be performed by Tenant at Tenant's expense, with Landlord's written consent as provided herein. To the extent that Landlord's obligations under Title II of said Act require Landlord to make modifications to common areas of the Building under Landlord's control, Tenant agrees to cooperate in good faith with Landlord's efforts to comply with Title II.

- h. Indemnify and hold harmless from any liability whatsoever, including reasonable attorney's fees, imposed on Landlord by any other tenant in the Building or by any other person whomsoever is caused by, or claimed on account of, any act or neglect of Tenant or its agents or employees.
- i. Report immediately in writing to Landlord any defective condition in or about the Premises or the Building which is known to Tenant.

- 8. INDEMNIFICATION.** It is expressly understood and agreed that Landlord is under no obligation to insure Tenant's possessions or property. Tenant assumes all risk of loss in regard to all its property or inventory located on the Premises (or in the Building), and will hold Landlord harmless for all claims thereto, whether by Tenant or Third Parties whose property or possessions are on the Premises (or in the Building) because of Tenant's acts.

The Premises are to be used and enjoyed at the sole risk of Tenant. Tenant hereby waives, releases, discharges, relinquishes, and agrees to indemnify, protect, save harmless, the State of Georgia (including the State Tort Claims Trust Fund and other self-insured funds) and all of its State entities, the Georgia Building Authority (as Landlord) and all respective officers, employees, directors, and agents of and from any and all claims, demands, liabilities, losses, costs, or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorney's fees, growing out of, or otherwise happening in connections with this Lease, due to any act or omission (whether intentional or negligent) on the part of the Tenant, Tenant's agents, employees, or others working at the direction of Tenant or on Tenant's behalf, or due to any breach of this Lease by the Tenant or due to the application or violation of any pertinent Federal, State, or local law, rule, or regulation by the Tenant.

This indemnification applies whether: (a) the activities involve third parties or employees or agents of the Tenant or State entity (Landlord); (b) the State or Landlord is partially or wholly responsible for this situation giving rise to the claim; or (c) a claim results in a monetary obligation that exceeds any contractual commitment; provided, however, this indemnification does not apply to the extent of the sole negligence of the Landlord or State of Georgia and their respective officer or employees. This indemnification extends to the successors and assigns of the Tenant, and this indemnification survives the termination of the Lease and the dissolution or, to the extent allowed by law, the bankruptcy of the Tenant. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund (the "Fund") established and maintained by the State of Georgia Department of Administrative Services ("DOAS"), the Tenant agrees to reimburse the Fund for such monies paid out by the Fund. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Fund, the Tenant and Tenant's insurers waive any right of subrogation against the State of Georgia, its officers, employees and agents, the Fund, and insurers participating thereunder, to the full extent of this indemnification.

- 9. INSURANCE CERTIFICATES.** The Tenant shall procure the insurance policies at the Tenant's own expense and shall furnish the Landlord an insurance certificate listing the Landlord as the certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the Tenant includes contractual liability coverage to insure the indemnity agreement as stated. Also, the certificate shall require thirty (30) days written notice to Landlord before cancellation or other change. In addition, the insurance certificate must provide the following:

- a. *Name and address of authorized agent;*
- b. *Name and address of insured;*
- c. *Name of insurance company;*
- d. *Description of coverage in standard terminology;*
- e. *Policy number;*
- f. *Policy period;*
- g. *Limits of liability;*
- h. *Name and address of Landlord as certificate holder;*
- i. *Acknowledgement of notice of cancellation to the Landlord;*
- j. *Signature of authorized agent;*
- k. *Telephone number of authorized agent; and*
- l. *Details of special policy exclusions in comments section of Insurance Certificate*

*The Tenant also agrees to purchase and have the authorized agent state on the Insurance Certificate that the following types of insurance coverage have been purchased by the Tenant: (a) Commercial General Liability Insurance Policy ("CGL"), (b) Workers' Compensation Insurance, and (c) Builders Risk Insurance. This coverage and the respective requirements are further described hereinbelow.*

**10. INSURANCE REQUIREMENTS.**

- a. *Commercial General Liability Insurance Policy. The Tenant shall procure and maintain a primary Commercial General Liability Insurance Policy, including products and completed operations liability and contractual liability coverage, covering bodily injury, property damage liability, and personal injury with liability limits with liability limits of One Million Dollars (\$1,000,000.00) per occurrence and of Two Million Dollars (\$2,000,000.00) in the general aggregate, and a commercial umbrella excess liability policy, on an "occurrence basis" with limits of Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. The policy or policies shall name the officers, agents, and employees of the State of Georgia as additional insured, by only with respect to claims, which are not covered by the Georgia Tort Claims Act, O.C.G.A. 50-21-20 et seq. (Supp. 1992). The CGL policy must provide primary limits over any other liability policy provided by the State for any claims not covered by the Georgia Tort Claims Act. However, the CGL policy must indemnify the State for any claims covered by the Georgia Tort Claims Act. The policy or policies must be on an "occurrence" basis unless waived by the State. The CGL policy shall include contractual liability coverage, which shall be endorsed to state that indemnity obligations specified in this Lease are insured by the carrier. The CGL policy purchased by the Tenant must be issued by a company authorized to conduct business in the State of Georgia or by a company acceptable to the State if the company is an alien insurer. The CGL policy must be endorsed to include separate aggregate limits per project, venture, or business undertaking.*

- b. Workers' Compensation Insurance. To insure the statutory limits as established by the General Assembly of the State of Georgia, the workers' compensation policy must include Coverage B-Employer's liability limits in accordance with the following prescribed terms: (1) for Bodily Injury by Accident, the amount shall be five hundred thousand dollars (\$500,000.00) for each accident and (2) for Bodily Injury by Disease, the amount shall be five hundred thousand dollars (\$500,000.00) for each employee. (NOTE: a self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating that said self-insurer qualifies to pay its own workers' compensation claims.) Except as otherwise stated for Tenant's employees, the Tenant shall require all others performing work at Tenant's direction or on Tenant's behalf under this Lease to obtain an insurance certificate showing proof of Workers' Compensation Coverage.
- c. Builders Risk Insurance. Whichever the case under the circumstances, the contractor, sub-contractor, or Tenant shall provide, on new construction work or projects, construction additions, or facility alterations involving the Building or Premises, a Builder's Risk completed value form with all risk coverage. The policy therefore must identify and include the Landlord and contractor, sub-contractor, or Tenant (whichever the case) as named insured. The policy limit shall, at a minimum, be equal to the cost of the new construction, addition, or alteration project.

**11. DEFAULT.** In the event that any one or more of the following circumstances occurs: (a) The rent payable under this Lease is not paid at the time and place when and where due; (b) The Premises are deserted, vacated, or become unoccupied and in so being causes to occur a situation or circumstances which in the reasonable opinion of the Landlord, exclusively, is disadvantageous to Landlord from a business or legal perspective; (c) Tenant shall become insolvent, or transfer property in fraud of creditors; (d) Tenant shall make an assignment for benefit of creditors; (e) A receiver is appointed for any of Tenant's assets; or (f) Tenant breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent, or any of the rules and regulations now or hereafter established by Landlord to govern the operation of the Premises or Building, and shall not correct and cure such breach or failure to comply within five (5) days after written notice by Landlord of such breach or failure, then and thereafter Landlord shall have the option to do and perform any of the following in addition to, and not in limitation of, any other remedy or right permitted Landlord by law or by this Lease:

- a. Terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises to Landlord. If Tenant shall fail to surrender the Premises, Landlord may immediately obtain possession by filing for dispossessory pursuant to O.C.G.A. 44-7-50, et seq., without prejudice to any other remedy Landlord may have either by law or otherwise, for rent, back rent, damages, breach of contract, or otherwise, and Tenant agrees to pay all reasonable costs and attorney's fees of any such action, to include the cost of administrative collection or mitigation efforts or any loss or damage which Landlord may suffer by reason of such Lease termination, whether through inability to relet the Premises or through decrease in rent or by damages to the Premises, or otherwise;
- b. Endeavor to relet the Premises as the agent of Tenant and receive rent therefore, but Landlord is not obligated to do so; and in such event Tenant shall be liable to Landlord for any deficiency which may arise by reason of such reletting during the remainder of the Term, but not entitled to any surplus so arising, and Tenant shall be liable for the cost of all renovations, repairs, and redecorating which Landlord performs to relet the Premises.

Pursuit of any one of the above two remedies shall not preclude Landlord's pursuit of any other remedies provided in this Lease or provided otherwise by Law.

**12. POSSESSION.** If Landlord is unable to deliver possession of the Premises to Tenant at the commencement of the Term because of the retention of possession thereof by other parties than Landlord or because

*Landlord is unable for any reason by reasonable efforts to have the Premises ready for occupancy by Tenant, then Landlord shall not be liable to Tenant for damages, and this Lease shall not terminate; provided, however, that Tenant shall not have obligation to pay rent hereunder until possession of the Premises is delivered to Tenant.*

- 13. DAMAGE TO BUILDING.** *If during the Term the Premises or the Building is, because of fire or other peril, either destroyed or partially destroyed so as to render the Premises or Building wholly unfit for occupancy, and if in the judgment of Landlord the damage resulting cannot be repaired within sixty (60) days from such damage, or the Building or any part thereof is so injured or destroyed the Landlord shall decide to demolish, rebuild, or reconstruct the Building or any part thereof, this Lease shall, at the option of the Landlord, terminate from the date of such damage, destruction, or decision, and Tenant shall immediately surrender the Premises to Landlord, and in such event Tenant shall continue to owe and pay rent up to but not beyond the time of such surrender. If the Premises or the Building shall be slightly injured or damaged by fire or other peril so as not to render the Premises unfit for occupancy, Landlord shall repair such damage within a reasonable time after written notice to Landlord of such damage. If any such event stated in this Paragraph 13 occurs, Landlord shall not be liable to Tenant for inconvenience, annoyance, loss of profits, expenses, or any other type of injury or damage resulting from the repair of any part or all of the Premises or Building or for termination of this Lease as provided in this Paragraph 13. Tenant assumes the risk of any and all damage to its personal property in or on the Premises or Building from any peril whatsoever.*
- 14. GOVERNMENTAL REQUIREMENTS.** *If Landlord shall be required in order to maintain the Building as an office building, or otherwise, by any governmental authority to repair, alter, remove, construct, reconstruct, or improve any part or all of the Premises or Building, such action shall be made by and at Landlord's expense but shall not in any way affect Tenant's obligations under this Lease, and Tenant waives all claim for injury, damage, or abatement of rent because of such repair, alterations, removal, construction, reconstruction, or improvement; provided, however, if such action by Landlord shall render the Premises untenantable and if Landlord cannot complete such acts within sixty (60) days after notice to it to perform such acts by the governmental authority, Landlord may at its option upon written notice to Tenant delivered not later than seventy (70) days after the date of notice to Landlord by such governmental authority, may terminate this Lease, in which event rent shall be apportioned and paid up to and including the date the Premises became untenantable. If any such repairs, alterations, removal, construction, reconstruction, or improvement shall be required by Tenant's use or occupancy for any purpose other than to set forth in Paragraph 1 hereof, then such action shall be and by Tenant's expense.*
- 15. CONDEMNATION.** *If the Premises shall be taken by any authorized entity by eminent domain, this Lease shall terminate as of the date when possession thereof is taken by the condemning authority and all rights of Tenant in this Lease shall immediately cease and terminate. Tenant shall have no right or claim to any part of any award made to or received by Landlord for such taking, or against Landlord for such taking, or against Landlord for the value of any unexpired Term of this Lease.*
- 16. SUBORDINATION.** *Tenant acknowledges and agrees that Landlord is the owner of the Building, that all of the rights and undertakings of Tenant under this Lease are subject to the interest of, and inure to the benefit of Landlord, and that Landlord may assign its interest in this Lease or any part hereof or right hereunder; and if such assignment occurs, Tenant agrees that it shall be bound under this Lease to such assignee upon receipt of written notice thereof from Landlord. Upon Tenant's receipt of such notice Landlord shall then and thereafter be relieved of all liability under this Lease, and Tenant agrees to look solely to Landlord's assignee for the performance of Landlord's duties and obligations under this Lease. This Lease is subject to all mortgages and deeds to secure debt which may now or hereafter encumber the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. This*



*clause shall be self-operative and no further instrument or subordination need be required by the holder of any such security instrument. In confirmation of such subordination, however, Tenant shall at Landlord's request execute promptly any appropriate certificate or instrument which Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or instrument for and on behalf of Tenant. In the event of the enforcement of any of the remedies provided for by law or by such mortgage or deed to secure debt, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such enforcement, automatically become the Tenant of such successor in interest without interruption or change in the terms or other provisions of this Lease; provided, however, that such successor in interest shall not be bound by (i) any payment of rent or additional rent for more than one month in advance except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease or (ii) any amendment or modification of this Lease made without the written consent of the holder of any such security instrument after notice thereof is given to Tenant. Upon request by such successor in interest, Tenant shall execute and deliver an instrument or instruments confirming the attornment herein provided for.*

- 17. NO RENEWAL.** *Upon any termination or upon the expiration of the Term or the renewal extensions thereto, Tenant's tenancy hereof shall be terminated by the mere passage of time without further writings or other formalities. If Tenant remains in possession of the Premises after such expiration, without any new written lease having been executed between Landlord and Tenant, Tenant shall be a tenant at sufferance and not a tenant at will, notwithstanding that Tenant has paid any rent, nor shall any other act constitute a renewal of this Lease nor constitute any lease for any additional period. There shall be no renewal of this Lease nor any other entitlement to possession of the Premises by Tenant after the expiration of the Term and the extensions thereto by operation of law, and Tenant hereby waives any right of possession that may exist under present law and all laws which may be hereinafter enacted, to the fullest extent it is possible for Tenant to do so.*
- 18. NOTICES.** *Any written notice required or allowed by this Lease to either Landlord or Tenant shall be deemed delivered three (3) days after mailing (whether or not received) when mailed by registered mail deposited, postage prepaid, in any United States Mailbox or by certified mail return receipt requested when deposited, postage prepaid, in a United States general or branch post office, properly addressed to either of the parties at their respective address as stipulated herein before.*
- 19. TERMINATION BY TENANT.** *Notwithstanding any other provision herein contained that speaks to the termination of this Lease with or without cause, Tenant shall have the right and privilege to terminate this Lease at any time during its Term or any extension thereof for any reason whatsoever by providing Landlord with written notification, via United States Certified Mail-Return Receipt Requested, at least thirty (30) days in advance of termination. Thereafter, this Lease shall terminate and end without further writings or other formalities, and provided that all outstanding duties and obligations of the respective parties rightfully due and owing up to the effective date of termination of the Lease, including the payment of all rents, shall have been performed to the satisfaction and acceptance of the receiver party to such performance. If Tenant remains in possession of the Premises after such termination, Tenant shall be a tenant at sufferance and not a tenant at will, notwithstanding that Tenant has paid any rent, nor shall any other act constitute a renewal of this Lease nor constitute any lease for any additional period. There shall be no renewal of this Lease nor any other entitlement to possession of the Premises by Tenant after such termination by operation of law, and Tenant hereby waives any right of possession that may exist under present law and all laws, which may hereafter be enacted, to the fullest extent possible for Tenant to do so.*

20. **TERMINATION BY LANDLORD.** *Except as otherwise set out within, Landlord shall have the right to terminate this Lease with or without cause by providing Tenant with not less than thirty (30) days prior written notice of termination.*
21. **NO WAIVER.** *The failure of either party to this Lease to insist upon the performance of any of the terms and conditions of this Lease, or the waiver of any breach of any of the terms and conditions of the Lease, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.*
22. **WAIVER.** *Tenant hereby waives and renounces for Tenant any and all homestead or exemption rights which he may have under or by virtue of the Constitution and laws of the United States, Georgia, and any other State as against any debt Tenant may owe Landlord under this Lease and hereby transfers, conveys, and assigns to Landlord all homestead or exemption rights which may be allowed or set apart to Tenant, including such as may be set apart in any bankruptcy proceeding, to pay any debt Tenant may owe Landlord hereunder. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay to Landlord the amount of the actual cost of collection, including but not limited to attorneys' fees. Tenant hereby waives Tenant's right to a trial by jury of any issues arising in any action or proceeding in any way connected with this Lease or Tenant's use or occupancy of any part of the Premises or Building. Tenant waives the benefits of all existing and future rent control legislation and statutes and similar governmental rules and regulations, whether in time of war or not, to the extent permitted by law.*
23. **NO CONVEYANCE; ASSIGNMENT.** *No estate shall pass out of Landlord on account of the execution of this Lease; Tenant has only a usufruct which is not subject to levy and sale. Tenant may assign or sublet the Premises pursuant to the terms and conditions set forth in Paragraph 7(f) hereof.*
24. **PRESERVATION OF CLAIMS.** *The termination of the privilege of the Lease shall not operate to cut off any claims or cause of action in favor of Landlord which accrued or arose prior to the effective date of such termination.*
25. **TIME OF THE ESSENCE.** *All time limits stated herein are of the essence of the Lease. A reference to day, month, or year shall mean calendar day, month, or year unless otherwise specifically indicated.*
26. **INVALIDITY; GOVERNING LAW.** *If any clause or provision of this Lease or other rules and regulations are or become illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity effective during the Term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless such invalidity is essential to the rights of both parties, in which the latter event Landlord or Tenant has the right to terminate this Lease by written notice to the other party. This Lease shall be construed under, and governed by, the laws of the State of Georgia.*
27. **CAPTIONS.** *The captions appearing immediately preceding the text of each of the paragraphs of the lease are for the purpose of convenience only and shall be completely disregarded in construing the Lease.*
28. **SEVERABILITY.** *If any provision of this Lease or any part hereof should be ruled void or unenforceable or contrary to public policy by any court, then the remaining part of such provision and all other provisions of this Lease shall survive and be, and any invalid portion shall be construed or reformed to preserve as much of the original words, terms, purpose, and intent as shall be permitted by law.*
29. **PRONOUNS.** *The words "Landlord" and "Tenant" as used herein shall include the respective contracting party, whether singular or plural, and whether the individual, masculine or feminine, or a partnership, joint*

venture, business trust, corporation, or other entity as well as the heir, personal representatives, successors, and assigns of such respective party, and where the context so requires or permits, shall be construed to include the officers, employees, partners, agents, servants, and contractors of the party.

**30. SPECIAL STIPULATIONS.** This Lease includes the following added provisions:

- a. Except as otherwise provided for hereinbelow, Tenant acknowledges and agrees that Tenant is leasing the Premises on an "As-is, Where-is" basis and that Landlord shall have no obligation whatsoever to make any improvements, repairs, or modifications to the Premises at any time prior to or during the Term of this Lease.
- b. From time to time during the Term of this Lease or any Renewal thereof, Landlord may perform or have performed on its behalf repairs, renovations, alterations, improvements, changes, or modifications to the Building and Tenant acknowledges that such activity will likely temporarily interfere with Tenant's quiet use and enjoyment of the Premises. Landlord shall make reasonable efforts to minimize any inconvenience and disruption to Tenant, but in no event shall Landlord be liable to Tenant in any manner therefore. While said work is being prosecuted on or about the Premises, the rent provided herein shall in no wise abate, and Tenant waives any claim and cause of action against Landlord for damages by reason of loss or interruption to Tenant's business and profits therefrom because of the prosecution of any such work or any part thereof.
- c. Any approval granted Tenant by Landlord in conjunction with the operation of this Lease shall not constitute a release from liability in the particular matter to which the approval shall apply.
- d. All plans and specifications associated with Tenant's occupancy and use of the Premises and involving the equipment, structures, and materials as set out herein, and whether for the purpose of changes, alterations, or modifications of earlier or existing placements or arrangements of the Premises, shall be subject to review and approval by Landlord prior to their implementation.
- e. Tenant shall place and erect no exterior signing in and about the Premises without prior consent of Landlord.

**31. ENTIRETY.** This lease embodies the entire understanding of Landlord and Tenant and there are no further or other leases, agreements, or understandings, written or oral, in effect between Landlord and Tenant, relating to the subject matter hereof. This Lease may be amended or modified only by an instrument of equal formality signed by both Landlord and Tenant.

**IN WITNESS WHEREOF,** Landlord and Tenant have caused this Lease to be duly executed in duplicate counterparts, each of which shall be deemed to be an original, the day and year first above written.

"Landlord"

"Tenant"

**GEORGIA BUILDING AUTHORITY**

**{INSERT TENANT NAME}**

By: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Notary Public: \_\_\_\_\_

Notary Public: \_\_\_\_\_

*My Commission Expires:* \_\_\_\_\_

*(Notary Seal)*

*My Commission Expires:* \_\_\_\_\_

*(Notary Seal)*