

Edit 4/23/2020

NORTH CAROLINA

DAVIDSON COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_ day of July, 2020, by and between The City of Thomasville, a body politic, organized and existing under the laws of the State of North Carolina, hereinafter called Lessor, and Thomasville City Board of Education, a/k/a Thomasville City Schools, a body politic, organized and existing under the laws of the State of North Carolina, hereinafter called Lessee;

WITNESSETH:

That the Lessor, for and in consideration of the rents and other consideration as hereinafter stated, leases and lets to the Lessee for the following term and upon the following conditions, the premises known as Cushwa Stadium, and adjacent parking lots, 201 Stadium Drive, Thomasville, Davidson County, North Carolina; the premises known as Finch Field, and adjacent parking lots, 1220 National Highway, Thomasville, Davidson County, North Carolina; and the premises known as Doak Park, and adjacent parking lots, 301 W Main Street Thomasville, Davidson County, North Carolina, all hereinafter referred to as the "Premises".

1. The term of this lease shall be for three years beginning the 1st day of July 2020 and terminating on the 30th day of June 2023.

2. Lessee shall pay to the Lessor the following:

For annual use of these three facilities for regular season and Playoff Varsity Football, JV Football and Middle School Football (Cushwa Stadium) as well as Varsity and JV Baseball (Finch Field), and Girls Softball games (Doak Park). This also includes Graduation Ceremonies at Cushwa Stadium (if available).

Total Cost of the lease is \$15,000 per year payable in 10 monthly installments of \$1,500.00 per month (August – May)

3. Lessor shall provide to Lessee upon the premises at Cushwa Stadium and Finch Field a verified working electronic scoreboard and a verified working public address system. The Lessor will provide verification to the Lessee prior to each use of aforementioned facilities by the Lessee.

4. Lessor shall mow and maintain the premises and all areas in and outside the premises.
5. Lessor shall clean all rest rooms prior to all football games, baseball games, softball games, and other events sponsored by Lessee.
6. Lessor shall clean the premises following each game and event sponsored by Lessee.
7. Lessor shall be responsible for all pest control on the premises.
8. Lessee shall be responsible for the staffing of the Cushwa Stadium area for all football games and events sponsored by Lessee. This includes at a minimum: Field Gate Supervisors, Gate Keepers and Off -Duty police officers.
9. Lessee shall provide to Lessor a football, baseball, softball and other event schedule not less than thirty (30) days prior to the beginning of each football season, baseball season, and softball season each year in which this lease is in effect. Lessor may use the premises during the term of this lease so long as said use shall not interfere with the football, baseball, softball and other event schedule provided to Lessor by Lessee.
10. Lessor shall have the exclusive right to operate and retain all proceeds received from the concessions facilities from all food and drinks during all Thomasville City Schools sponsored football and baseball games (no such options exist at softball facilities). Lessor agrees that it shall not sell any alcoholic beverages in said concession facilities. Lessee shall not allow patrons to bring food, beverages, or coolers inside the outermost fence of the football stadium (Cushwa) or baseball fields (Finch Field). Lessor shall provide all personnel and equipment to operate said concession facilities and shall be solely responsible for, and hold Lessee harmless from, any and all injury and/or damage to person or property occurring in said concession facilities or resulting from the consumption of said concessions.
11. Lessee shall have the exclusive right to retain all proceeds received from the sale of all novelties during games.
12. Lessee shall retain all proceeds from ticket sales from all football, baseball and softball games and other events sponsored by Lessee.
13. Lessor shall retain all advertising proceeds generated by the scoreboard and fencing at Cushwa Stadium. Lessee may temporarily hang booster club and sponsors banners on the fence during events.
14. Lessee shall have the exclusive radio broadcast rights and privileges for football, baseball, softball and other events sponsored by Lessee.

**15.** The parties agree that there shall be no weapons allowed upon the premises during football, baseball, or softball games, or other events sponsored by Lessee, concealed or otherwise. Excepted from this ban are handguns brought into the parking lot or lots only, by concealed handgun permit holders, said weapons limited to handguns kept in a closed compartment or container within the person's locked vehicle, in compliance with North Carolina General Statutes §14-269 and §14-269.2. Lessor agrees to post, ~~or to allow Lessee to post,~~ in conspicuous locations and at all entrances into the premises that no weapons, concealed or otherwise, shall be allowed upon the premises during games or events sponsored by Thomasville City Schools except as set out above and in compliance with North Carolina General Statutes §14-269 and §14-269.2.

**16.** The parties agree that the use of tobacco products shall be prohibited according to North Carolina General Statute § 115C-407 while facilities are under the use of the Lessee, a public school unit in North Carolina. The Lessee (Thomasville City Schools) agrees to provide signage (“sandwich board”) to that effect in conspicuous locations at all entrances to the premises during games or events sponsored by Thomasville City Schools.

**17.** There shall be no parking lot activities prior to games and/or post game. Activities may be held in shelters surrounding the football stadium (Cushwa). Shelters can be reserved through Thomasville City Parks and Recreation Department. The lone exception will be for the game designated as HOMECOMING. Activities for this one specific game will be provided through the Thomasville Bulldog Booster Club in conjunction and collaboration with Thomasville City Schools.

**18.** Lessor shall pay all costs of utility services to the premises, including, but not limited to, water, electric, and gas services.

**19.** Lessor agrees to make all repairs required to the premises, said repairs are to be made in a good and workmanlike manner. Any areas deemed unsafe for use will be secured by the Lessor.

**20.** Lessee shall not assign this lease or sublet the premises in whole or in part without the prior written consent of Lessor, with the exception of any fees that Thomasville City Schools may assess for those pre-game/tailgating activities associated with HOMECOMING in #17 above.

**21.** Lessee shall not make any alterations, additions, or improvements in or to the premises without Lessor's prior written consent. All alterations, additions, and improvements upon the premises made by either Lessor or Lessee shall become the property of Lessor and shall remain upon and become a part of premises at the end of the tenancy hereby created.

22. Lessee shall not remove any items of personal property or other items furnished by Lessor.

23. Lessee shall be responsible to insure all of its personal property located or stored upon the premises against the risks of damage, destruction, or loss resulting from theft, fire, storm, and all other hazards and casualties. Lessor shall not be responsible for such damage, destruction or loss unless caused by the negligent or intentional acts of Lessor or his agents.

24. Lessee agrees to release and indemnify Lessor from and against liability for injury to the person or property of Lessor or to any employees of Lessor resulting from the negligent or intentional acts of Lessee or its agents. Lessor agrees to release and indemnify Lessee from and against liability for injury to the person or property of Lessee, its employees, invitees, guests, game participants and customers resulting from the negligent or intentional acts of Lessor its agents and/or employees.

25. Lessee shall obtain a Certificate of Liability Insurance in the amount of \$1,000,000.00 naming Lessor as an additional insured and shall provide a copy of same to Lessor.

26. Upon any termination of the tenancy created hereby, Lessee shall vacate the premises removing therefrom all its personal property and return to Lessor all keys to the premises.

27. In the event Lessee shall fail to perform any of the promises, duties, or obligations agreed to in this lease agreement and that failure shall continue for a period of thirty (30) days after notice of such failure from Lessor to Lessee, then Lessor shall, in addition to all other rights and remedies provided by law, have the right, without further notice and with or without legal process, immediately terminate this lease agreement and reenter the premises or to reenter and relet the premises without terminating this lease agreement and any future payments that may be due and payable from Lessee to Lessor shall be reduced by the amount of any lease payments Lessor may receive from a subsequent Lessee during the term of this lease agreement.

28. Upon any reentry pursuant to this paragraph, Lessor may, but shall not be obligated to, without liability to anyone for trespass or conversion, remove any personal property located in or about the premises and store such property at Lessee' expense. The personal property so removed shall be deemed abandoned if Lessee has not made a written demand therefor within thirty (30) days of Lessor's reentry. If Lessee makes such a demand, Lessor shall release such personal property to them upon payment by Lessee of the costs of removal and storage. If no demand is made, Lessor may discard the property without liability to anyone.

**29.** If Lessor employs an attorney to enforce its rights and remedies and Lessee hereby agrees to pay to the Lessor the reasonable attorney's fees, plus all other reasonable expenses incurred by it in exercising any of its rights and remedies in such event, should Lessor prevail.

**30.** If Lessor shall fail to perform any obligation imposed in this contract Lessee may employ an attorney to enforce its rights and remedies and Lessor hereby agrees to pay to the Lessee the reasonable attorney's fees, plus all other reasonable expenses incurred by it in exercising any of its rights and remedies in such event, should Lessee prevail.

**31.** The waiver of any breach of this Lease by either party shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this contract.

**32.** If any portion or portions of this Lease shall be determined to be unenforceable, the remainder of this agreement shall nevertheless remain in effect and enforceable.

**33.** This Lease contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. Any and all changes, additions or deletions hereto must be made in writing and signed by all parties.

**34.** This Lease shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

**35.** This agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Lessor and Lessee by and through their duly authorized representatives have hereunto set their hands and seals, the day and year first above written, in duplicate originals, a copy of which is retained by each party.

LESSOR

CITY OF THOMASVILLE

\_\_\_\_\_ (SEAL)                      Date \_\_\_\_\_

Raleigh York, Jr., Mayor

ATTEST:

\_\_\_\_\_ (SEAL)      Date \_\_\_\_\_

Wendy S. Martin—City Clerk

LESSEE

THOMASVILLE CITY SCHOOLS

\_\_\_\_\_ (SEAL)      Date \_\_\_\_\_

Dr. Cate Gentry, Superintendent TCS

\_\_\_\_\_ (SEAL)      Date \_\_\_\_\_

Mr. James Carmichael, Chairperson, TCS Board of Education

ATTEST:

\_\_\_\_\_ (SEAL)      Date \_\_\_\_\_

Johnnie Musgrave. Admin Assistant to the Superintendent and Board of Education

(SEAL)

NORTH CAROLINA

DAVIDSON COUNTY

I, \_\_\_\_\_, a Notary Public of the  
County \_\_\_\_\_ and State aforesaid, do hereby certify that  
\_\_\_\_\_ personally appeared  
before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

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

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

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