

STATE OF NORTH CAROLINA

GUILFORD COUNTY

SPACE LEASE AGREEMENT AT:
6012 Liberty Rd.
Climax, North Carolina

THIS SPACE LEASE AGREEMENT ("Lease Agreement") is hereby made, entered into, and effective as of this 1st day of July, 2023, by and between **Southeast Volunteer Fire Department, Inc.**, a North Carolina corporation, hereinafter referred to as the "**LESSOR**," and **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "**LESSEE**," and also collectively referred to as the "Parties."

WHEREAS, according to the provisions set forth herein and for consideration received, the Parties hereby acknowledge that LESSEE shall lease from the LESSOR space located at 6012 Liberty Road, Climax, North Carolina (" the Property"), consisting of a bay within the body of the Fire Department and a 130 square foot room within the Fire Department, consisting of 706 total square feet, and share in the maintenance and use of 544 square feet of space within the Fire Department, further described in **Exhibit A**, which is attached hereto, together with access as stated below, and situated in Guilford County.

NOW, THEREFORE, the Parties agree to the following terms and conditions regarding lease of the subject Property, which shall be used solely for the installation, operation, housing, and maintenance of Paramedic Service functions:

1. Contract Term. The term of this Lease Agreement shall be for Five (5) years, beginning on July 1, 2023, and ending on June 30, 2028.

2. Rental Payment. The annual rental amount under this Lease Agreement shall be Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00), payable on the commencement date of this Lease Agreement and annually thereafter on each July 1 that this Lease Agreement remains in effect.

3. Notices. Except where otherwise stated herein, all notices, correspondence, and payments pursuant to this Lease Agreement shall be in writing and delivered personally or mailed or delivered to the following address for the Parties. Either Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing. Notices shall be sent to the following:

Notices to LESSEE:

Attention: Michael Halford
Guilford County Manager

9. LESSEE Repairs. LESSEE shall maintain its equipment in a good state of repair and in good operating condition, in accordance with good engineering practices and applicable governmental rules and regulations. In the event that inspection, maintenance or repairs to LESSEE's equipment are required, LESSEE shall use qualified technicians.

10. Lease of Property. LESSOR hereby leases to LESSEE the Property, which is included within the Fire Department located at 6012 Liberty Road, Climax, North Carolina (See **Exhibit A**), including rights of ingress and egress thereto suitable to LESSEE's intended use of the Property.

11. Use. LESSEE shall use the Property for the purpose of housing a Service vehicle and staff at times appropriate for such maintenance, housing and cohabitation.

12. Indemnification. To the extent permitted by law, LESSEE shall indemnify and hold LESSOR harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by LESSEE or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LESSOR or its employees or agents.

13. Insurance. The Parties acknowledge that LESSEE is self-funded for liability claims.

LESSOR does hereby agree to maintain limits of \$1,000,000 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000 aggregate limit, per location. This shall include personal injury, premises and/or operations, independent products and/or completed operations.

Guilford County Named As An Additional Insured

LESSOR's Commercial General Liability coverage shall name Guilford County Attn: Emergency Services, P.O. Box 3427, Greensboro, NC 27402 as an additional insured certificate holder. LESSOR's insurance shall be primary and non-contributory and include a waiver of subrogation as to Guilford County.

14. Removal of Improvements. Title to all improvements constructed or installed by LESSEE on the property shall remain in LESSEE, and all improvements constructed or installed by LESSEE shall at all times remain the property of LESSEE, regardless of whether such improvements are attached or affixed to the Property. LESSEE, upon termination of this Lease Agreement, shall, within a reasonable period, remove all improvements, fixtures and personal property constructed or installed on the Property by LESSEE and restore the Property to its original condition, reasonable wear and tear excepted.

15. Quiet Enjoyment. LESSOR covenants that LESSEE, on paying the rental and performing the covenants, terms and conditions required of LESSEE contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to LESSEE by virtue of this Lease Agreement.

16. Opportunity to Cure. If LESSEE shall fail to pay any rental or other amounts payable under this Lease Agreement when due, or if LESSEE should fail to perform any other of the covenants, terms or conditions of this Lease Agreement, prior to exercising any rights or remedies against LESSEE on account thereof, LESSOR shall first provide LESSEE with written notice of the failure and provide LESSEE with a ninety (90) day period to cure such failure. Similarly, if LESSOR should fail to perform any of the covenants, terms or conditions of this Lease Agreement, prior to exercising any rights or remedies against LESSOR on account thereof, LESSEE shall first provide LESSOR with written notice of the failure and provide LESSOR with a ninety (90) day period to cure such failure.

17. Governing Law. This Lease Agreement shall be governed and interpreted by and construed in accordance with the laws of the State of North Carolina. The Parties and any subcontractors will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. 143-129(j) and N.C.G.S. Chapter 64, Article 2, regarding E-Verify.

18. Miscellaneous. This Lease Agreement cannot be modified except by a written modification executed by LESSOR and LESSEE in the same manner as this Lease Agreement is executed. The headings, captions and numbers in this Lease Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Lease Agreement. Wherever appropriate in this Lease Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Lease Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE; and no verbal or oral agreements, promise statements, assertions or representations by LESSOR or LESSEE or any employees, agents, contractors or other representations of either, shall be binding upon LESSOR or LESSEE. This Lease Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

19. Survival. The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

20. Disclaimer of Warranties/Assumption of Risk. LESSEE acknowledges that it is entirely responsible for determining the suitability of the Property for its purposes, has had sufficient opportunity to do so, relies only on its own observations and conclusions as to the suitability of the Property, assumes all risks related to the Property's current and future suitability, and disclaims any duty on the part of LESSOR, or LESSOR's agents or employees, to inform LESSEE of facts relevant to the suitability of the Property. In the event that the Property is, or at any time becomes unsuitable for LESSEE's purposes, LESSEE's sole remedy is to discontinue habitation on the Property and cancel this Lease Agreement.

21. Severability. If any provision of this Lease Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Lease Agreement shall remain in full force and effect.

22. Headings/Titles/Wording. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Lease Agreement are for convenience purposes only and shall not be used to interpret or construe the provisions of this Lease Agreement. The terms "Contract" and "Lease Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment," and "Exhibit," have the same meaning and may be used interchangeably throughout this document.

23. Entire Agreement. This Lease Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire Lease Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Lease Agreement shall not be modified except by a writing subscribed to by all the Parties.

(The remainder of this page is intentionally left blank.
This Lease Agreement continues on the following page.)

EXHIBIT A
Description of Property



Guilford County has exclusive use of:
Bay #1 = 706sqft
Bedroom = 130sqft

Guilford County also has non-exclusive use of the restroom and kitchen common area = 544sqft