



**THIS CONTRACT is hereby made, entered into, and effective as of May 1, 2021, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “LESSOR,” and NC DEPT.OF AGRICULTURE & CONSUMER SERVICES, NC Forest Service hereinafter referred to as the “LESSEE,” and also collectively referred to as the “Parties.”**

**W I T N E S S E T H :**

WHEREAS, under GUILFORD COUNTY Contract No. 65941-02/17-256, the initial Lease Agreement dated May 1, 2017, it was expressly understood that LESSEE, the NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, on behalf of the NC FOREST SERVICE DIVISION, if not in default hereunder, shall have the option of renewing this Lease for up to one (1) additional one (1) year periods, provided that LESSEE notifies LESSOR in writing of LESSEE'S intention to renew the Lease within at least ninety (90) days prior to expiration of the current Lease term, and upon mutual Agreement of the Parties set forth in a written Agreement executed by both Parties; and,

WHEREAS, the Lease period was extended in Renewal Lease No. 1 (#670) on May 1, 2018, Renewal Lease No. 2 (#1424) on May 1, 2019 and Renewal Lease No. 3 (#1899) on May 1, 2020 and the tenancy provided expires on April 30, 2021.

NOW, THEREFORE, the Parties have agreed to renew this Lease for another one (1) year term, described as follows:

- 1. PROPERTY ADDRESS.** The property is referred to as 448 square feet of existing space in the building located at 3309 Burlington Road, Greensboro, North Carolina.
- 2. RENEWAL TERM.** In consideration of the continued services offered by the LESSEE and agreed to by the LESSOR, both have agreed to extend the term of the original Lease Agreement dated May 1, 2017, under the current terms and conditions. The new Lease term will begin on May 1, 2021 and end on April 30, 2022. This is the third one (1) year extension of the Lease, making this document Lease Renewal No. 4. All other rights, terms, conditions and considerations currently contained in the initial Lease Agreement shall remain in full force and effect, as revised herein.
- 3. RENTAL PAYMENT.** The rental amount under this Lease shall be \$10.00 per square foot of space, which translates to \$4,480.00 annually. Monthly rental payments of \$373.33 shall be paid to LESSOR by LESSEE no later than the 1st of each month at the address for GUILFORD COUNTY Property Management and Facilities Department. In the event of late payment, interest charges shall accrue at the rate of 18% per annum. This 1.5% late charge will be applied to monthly payments made after the tenth (10th) of each month. The required rental payments shall be made by LESSEE to LESSOR, without demand or monthly invoices being provided by LESSOR. Should receipt of LESSEE's rental payment to LESSOR be more than thirty (30) days late, the LESSEE will be considered to be in breach of this Lease Agreement and LESSOR may proceed to terminate this Lease as provided herein and subject to North Carolina law. All other rights, terms, and considerations currently contained in this Lease remain in full force and effect.

**4. ADDENDUM.** The terms of this Agreement may only be modified with a written Contract executed by both Parties.

**5. INSURANCE.** LESSOR agrees that the LESSEE'S decision to self-insure satisfies all insurance requirements of this Lease applicable to the LESSEE.

**6. JURISDICTION.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The LESSEE will comply with bid restrictions, if any, and applicable laws, including N.C. Gen. Stat. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

**7. PRIOR AGREEMENTS.** All other provisions of the initial Contract and subsequent modifications and revisions are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written agreement of the Parties, or terminated as provided herein.

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