

ORDINANCE NO.: 2016-048

Authorizing the City Manager to execute a Lease between the City of Columbia and the Catholic Charities of the Diocese of Charleston, Inc. for 1219 Laurel Street (Clean of Heart)

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2016, that the City Manager is authorized to execute the Lease between the City of Columbia and the Catholic Charities of the Diocese of Charleston, Inc., or on a form approved by the City Attorney, 1219 Laurel Street (Clean of Heart).

Requested by:

Assistant City Manager Gentry

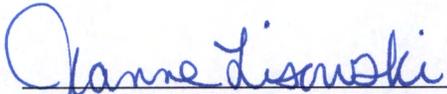
MAYOR

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

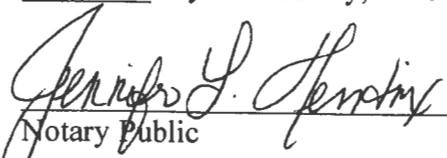
Final Reading:

LEGAL DEPARTMENT DRAFT

18. FURTHER THE AFFIANT SAYETH NOT.

SWORN TO BEFORE ME THIS
18th day of February, 2016


APRIL L. MERRILL

 (SEAL)
Notary Public

My commission expires 2/18/2025


U

STATE OF SOUTH CAROLINA)
) OFFICE LEASE
COUNTY OF RICHLAND)

This Lease is made as of the ___ day of March, 2016, between The City of Columbia ("Landlord") and Catholic Charities of the Diocese of Charleston, Inc. ("Tenant").

For and in consideration of the mutual covenants and promises contained herein, Landlord and Tenant covenant and agree as follows:

1. PREMISES.

(a) Landlord leases to Tenant and Tenant leases from Landlord that certain building located at 1219 Laurel Street in Columbia, South Carolina (the "Premises") indicated on Exhibit "A" attached hereto and made a part hereof. The Premises is a stand-alone building of approximately 1,080 square feet. The leased Premises also includes the exclusive use of two (2) parking spaces, numbered 70 and 71, as indicated on Exhibit A.

(b) This Lease is subject to the terms, covenants and conditions set forth, and the parties promise to keep and perform the same.

2. UTILITIES AND OTHER EXPENSES. Tenant shall contract and be responsible for and shall pay directly to each utility provider all sums due for water, sewer, electricity, natural gas, telephone and all other utilities serving the Premises. All repairs and maintenance of lighting fixtures and the employment of janitorial services are the Tenant's responsibility and expense.

3. TERM.

(a) The Initial Term of the Lease shall be one (1) year. The term shall commence on March 1, 2016 (the "Commencement Date"). The term shall end on February 28, 2017, or upon thirty (30) days written notice of termination from one party to the other, whichever first occurs.

(b) The parties may, by mutual agreement, extend the Term of this Lease in one (1) year increments, by a writing signed by both parties.

4. POSSESSION.

(a) Tenant is currently in possession of the Premises and shall be entitled to possession on the Commencement Date. If the Landlord, for any reason whatsoever, cannot deliver possession of the Premises to the Tenant by the Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, nor shall the expiration date of the term be in any way extended.

5. RENT.

Tenant shall pay to Landlord rent for the Premises as follows:

(a) Basic Monthly Rent. For the period of March 1, 2016 through June 30, 2016, the monthly rent paid by Tenant shall be \$716.63. Beginning on July 1, 2016 through the end of the Term of this Lease, the rent shall be \$752.46 per month.

6. USE.

(a) The Premises shall be used for Tenant's provision of laundry services and other legal uses related thereto, including parking therefor, and ancillary services and for no other use without Landlord's prior written consent, which shall not be unreasonably withheld.

(b) Tenant is solely responsible for providing and maintaining any necessary security personnel and/or security equipment or systems for the safety and security of the Premises and Tenant's employees, agents, contractors, invitees, and licensees.

(b) Tenant shall permit no hazardous or dangerous objects, material or products to be located upon or generated, stored, transported to or from, disposed of or used on or within the Premises. Tenant shall have strict liability to Landlord for any loss or damage occasioned to Landlord as a result of such materials being brought, generated, used or located upon the Premises. Tenant shall not install any underground storage tanks on the Building or Land.

(c) Tenant shall continuously and uninterruptedly from and after its occupancy: (i) operate and conduct within the Premises the business that it is permitted to operate with any and all licenses and permits as may be required and in compliance with all rules, regulations, ordinances or laws then in effect, and conduct under the provisions hereunder, except during any period the Premises are untenable due to fire or other casualty; (b) maintain and keep the Premises in a neat, clean and orderly condition.

7. SECURITY DEPOSIT.

NONE.

8. ALTERATIONS AND IMPROVEMENTS.

(a) Tenant shall not, without Landlord's prior written consent, which consent will not be unreasonably withheld, make any structural alterations, additions or improvements in, on or about the Premises. Tenant shall provide to Landlord, prior to commencement of improvements, copies of the plans and specifications for such improvements. Tenant covenants that any such improvements and alterations shall be made in a workmanlike manner and in compliance with all applicable federal, state and municipal laws and regulations.

(b) Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the Lease, except Landlord can elect within thirty (30) days before

expiration of the Term(s), to require Tenant to remove any alterations that Tenant has made to the Premises. If Landlord so elects, Tenant, at its cost, shall restore the Premises to the condition designated by Landlord in its election before the last of the Term(s).

(c) At Landlord's option, Tenant shall be required to remove any improvement erected or made by Tenant which was not approved by Landlord as part of the Tenant's original tenant improvements. Tenant shall repair any damage to the Premises caused by such removal.

9. LIENS.

(a) Tenant shall keep the Premises and the Building and Land free from any liens arising out of work performed, materials furnished or obligations incurred by Tenant and shall indemnify, hold harmless and defend Landlord from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Tenant. If Tenant desires to contest the claim of any mechanic's lien, Tenant shall: (1) post a release bond issued by a responsible corporate surety as prescribed by law, and (2) promptly pay or cause to be paid any and all sums awarded to the claimant on its suit. If Tenant fails to bond off or satisfy any mechanic's lien, then Landlord, in addition to any other rights and remedies it may have under this lease or at law or in equity, may (but shall not be obligated to) discharge said lien by: (1) paying the claimant an amount sufficient to settle and discharge the claim, (2) posting a release bond, or (3) taking such action as Landlord may deem appropriate, and Tenant shall pay to Landlord on demand (and as Additional Rent hereunder) all costs incurred by Landlord in settling and/or discharging such lien (including reasonable attorneys' fees and bond premiums).

(b) Landlord or its representatives shall have the right to go upon and inspect the Premises at all reasonable times and shall have the right to post and keep thereon notices of non-responsibility or such other notices that Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Tenant shall provide Landlord at least ten (10) days' advance written notice of its intention to commence any work that might give result in a lien described in this Section.

10. ASSIGNMENTS AND SUBLEASES.

(a) Tenant shall not assign, sublease or encumber this Lease or permit the Premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law without prior written consent of Landlord and Landlord's lender, which consent shall not be unreasonably withheld.

(b) No assignment or sublease releases the Tenant of its obligations or alters the primary liability of the Tenant to pay the rent and to perform all the Tenant's other obligations under this Lease, except as may be specifically provided herein.

(c) Amendments or modifications of this Lease subsequent to permitted assignment or sublease without notice to and consent of Tenant will not relieve the Tenant of any liability under this Lease.

11. SIGNS.

Tenant may install signs on the Premises and in designated Common Areas in the Building and Land only as permitted in the Rules and Regulations attached as Exhibit "B" hereto, as they may be amended by Landlord from time to time. At Landlord's request, all signs and symbols installed by Tenant shall be removed by Tenant at the termination of this Lease.

12. DAMAGE OR DESTRUCTION.

(a) If the Premises are damaged or destroyed, the Landlord may cause the property to be repaired or restored. If repair or restoration is made, Landlord shall repair and reconstruct the Premises to be in substantially the same condition as its condition prior to said damage or destruction to the extent permissible under then-existing law. In connection with such repair, Landlord and Tenant covenant and agree to immediately execute any and all documents necessary to make available to Landlord all proceeds of insurance, subject to the claims of the mortgagee or beneficiary of a deed of trust given by Landlord. This Lease shall remain in full force and effect and the rental payable hereunder shall not abate during such repair and restoration, except for space which cannot be occupied prior to the repair and restoration.

(b) If repair restoration is not made, then either party may elect to cancel and terminate this Lease by giving written notice of its election to the other party within thirty (30) days after the date of such damage. In such event, all insurance proceeds may be retained by Landlord.

(c) If Landlord, pursuant to the terms hereof, elects to repair, replace, reconstruct or rebuild the Premises as provided above, Landlord shall diligently commence and carry out such repair or replacement as soon as practicable.

(c) If the Lease is terminated under this Section, the effective date of termination under the provisions hereof shall be the date of damage. Upon such termination, all parties shall be released from all further liability hereunder except that Landlord shall refund to Tenant any prepaid rent or similar sums as may be properly applied to the period after the effective date of termination; and Tenant shall pay Landlord all sums that it may be obligated to pay to Landlord up to and including the effective of termination.

(d) Tenant agrees to immediately replace broken or damaged glass of the same quality in conformity with building code requirements.

13. INSURANCE.

(a) At all times from and after the first date of Tenant's entry or occupancy of the Premises, Tenant shall procure and maintain in full force and effect, the following policies of insurance:

(1) Comprehensive public liability and property damage, and business interruption insurance covering the demised Premises. Said insurance shall: (1) be placed with

companies licensed to do business in the state where the Premises are located; and (2) placed with companies with a Best's rating of "A" or better and indicated to be of sufficient size to qualify for Best's designation VI. The liability policy shall be a policy of combined Single Limit, Bodily Injury and Property Damage insuring both Tenant, Landlord, and Landlord's designees pursuant to Section 13(d) against any liability arising out of the ownership, use, occupancy or maintenance of the demised Premises in an amount not less than One Million (\$1,000,000.00) Dollars.

(2) Workers' Compensation insurance in the amount required by the State of South Carolina for the benefit of Tenant's employees.

(3) Property insurance covering any peril generally included in the classification "special perils" (f/k/a "all risks") covering all personal property and improvements owned by or installed by Tenant and located on the Premises, in an amount not less than the full replacement cost thereof. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease is terminated pursuant to Section 12 above.

(4) Insurance covering the full replacement cost of all plate glass on the Premises.

(b) Tenant shall pay its pro rata share of the premiums for the property damage and liability insurance policies on the Building and Land maintained by Landlord for Landlord's protection; such share to be determined in accordance with Section 5(b) above.

(c) With respect to any risk covered by property damage insurance, Tenant hereby waives any rights it may have against Landlord on account of any loss or damage occasioned to Tenant, its respective property, the demised Premises or its contents, or to other portions of the building, and Tenant, on behalf of its insurance companies, waives any right of subrogation that it may have against Landlord.

(d) All policies of insurance maintained by Tenant shall name Landlord, its mortgagees and designees as "additional insureds". Said policies shall provide that such insurance shall not be modified or terminated without at least thirty (30) days prior written notice to the Landlord and any other loss payee. Prior to the effective date of such insurance or any renewal or replacement thereof, Tenant shall provide Landlord with a copy of the policy or policies evidencing the insurance coverage required by this paragraph.

14. HOLD HARMLESS.

(a) Tenant shall save and hold Landlord harmless from any claim, action, damage, or other loss, including reasonable attorneys' fees, arising or resulting from the execution of this Lease, the possession or occupation of the Premises by Tenant, the negligence of Tenant or Tenant's employees, agents or invitees. Landlord shall save and hold Tenant harmless from any claim, action, damage, or other loss, including reasonable attorneys' fees, arising or resulting from the negligence of Landlord or Landlord's employees or agents.

15. CONDEMNATION.

(a) If the Premises or any portion thereof are taken under the power of eminent domain, or sold by Landlord under the threat of the exercise of said power (all of which is herein referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If more than twenty-five (25%) percent of the floor area of the Premises is taken by condemnation, either Landlord or Tenant may terminate this Lease, as of the date the condemning authority takes possession, by notice in writing of such election within twenty (20) days after Landlord shall have notified Tenant of the taking, or, in the absence of such notice, then within twenty (20) days after the condemning authority shall have taken possession.

(b) If this Lease is not terminated by either Landlord or Tenant, then it shall remain in full force and effect as to the portion of the Premises remaining, provided the rent shall be reduced in the proportion that the square feet taken within the Premises bears to the total square feet of the Premises. In the event this Lease is not so terminated, then Landlord agrees, at Landlord's sole expense, to restore the Premises to a complete unity of equivalent quality, character and access as existed prior to the condemnation, as soon as practicable.

(c) As between Landlord and Tenant, all awards for the taking of any part of the Premises or any payment made under the threat of the exercise of power of eminent domain shall be the property of Landlord, whether made as compensation for diminution of value of a leasehold or for the taking of the fee or as severance damages; provided, however, that Tenant shall be entitled to any award for relocation expenses, loss of or damage to Tenant's trade fixtures, tenant improvements and removable personal property.

16. TENANT'S PERSONAL PROPERTY.

(a) All personal property, including trade fixtures owned or leased by Tenant and used upon the Premises in Tenant's business operation, shall be at the risk of Tenant.

(b) Tenant may remove its personal property, including trade fixtures not permanently affixed, at any time, provided that Tenant shall repair any damage to the Premises caused by such removal or by the original installation of said personal property. If, after thirty (30) days' written notice from Landlord to repair such damage, Tenant does not repair the same, Landlord may repair the damage at Tenant's expense. No property permanently affixed to the Premises, or which may not be removed without causing substantial damages to the Premises, may be removed without Landlord's prior written consent.

(c) Tenant shall pay all personal property taxes and any additional assessed property taxes due to leasehold improvements made by Tenant during the Term of the Lease or any extensions and/or renewals thereof.

17. DEFAULT AND REMEDIES.

(a) The doing of any of the following by Tenant shall constitute an event of default under the terms of this Lease:

(1) Failure of the Tenant to pay rent or any sums due as Additional Rent required to be paid hereunder (where such failure continues for five (5) days after written notice thereof by Landlord to Tenant); or

(2) Failure to perform as required or conditioned by any of the covenants and agreements contained in this Lease within a reasonable time, but in no event later than twenty (20) days after written notice by Landlord to Tenant specifying wherein Tenant has failed to perform such obligations; provided, however, that if the nature of Tenant's obligation is such that more than twenty (20) days are required for performance, then Tenant shall not be in default if Tenant commences performance within such period and thereafter diligently prosecutes the same to completion; or

(3) The subjection of any right or interest of Tenant to attachment, execution, or other levy, or to seizure under legal process, if not released within thirty (30) days; or

(4) An assignment by Tenant for the benefit of creditors; or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenants as bankrupt, or for extending time for payment, adjustment, or satisfaction of Tenant's liabilities, or reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceedings, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated, or otherwise permanently stayed or terminated within sixty (60) days after the assignment, filing, or other initial event; or

(b) Upon the occurrence of an event of default by the Tenant, Landlord, at its sole option, in addition to any other rights or remedies provided by law or equity, may do any one or more of the following:

(1) Landlord may terminate this Lease, retake possession of the Premises, and recover from Tenant: (a) the amount of the unpaid rent which was earned at the time of termination; (b) the amount by which (1) the unpaid rent for the initial term, or renewal term if the breach occurs during such renewal term, which would have been earned for the balance of the then-current term after termination exceeds (2) the amount of such rent, if any, obtained by Landlord from re-letting the Premises and/or Equipment for the balance of the then-current term or the amount of the rental loss Tenant proves could have been reasonably avoided, whichever is greater; and (c) any other amounts necessary to compensate Landlord for all damage or detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom. Nothing contained herein shall be deemed to limit any other rights or remedies of the Landlord.

(2) Landlord may maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(3) If Tenant fails to make or perform any required payment or act, Landlord may do so for Tenant's account. Tenant shall pay to Landlord on demand all amounts so paid by Landlord and all incidental costs and expenses (including reasonable attorney's fees and expenses) incurred in connection with the payment or performance, including interest thereon at the maximum legal rate, from the date the payment is made or the costs and expenses are incurred.

(4) Landlord may recover its legal fees and costs of enforcing this Lease or otherwise arising as a result of any default by Tenant.

(5) Landlord may pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of South Carolina.

(c) As a precondition to pursuing any remedy under this Section for alleged default by the Tenant, the Landlord shall give notice of the default to the Tenant. Each notice of default shall specify the alleged event of default and the intended remedy. After expiration of the applicable time for curing a particular default, the Landlord may, at Landlord's election, make any payment required of Tenant under this Lease, or perform or comply with any covenant or condition imposed on Tenant under this Lease. Any amount so paid or the cost of such performance, shall be deemed Additional Rent payable by Tenant with the next succeeding installment of rent. No such act shall constitute a waiver of default or render Landlord liable for any loss or damage resulting from any such act.

(d) Landlord shall not be considered to be in default under this Lease unless: (1) the Tenant has given to Landlord and any mortgagee on the Premises written notice specifying the default; (2) the Landlord has failed for thirty (30) days to cure the default; (3) and the Lender or mortgagee has failed for an additional thirty (30) days to cure the default, if it is curable, or institute and diligently pursue reasonably corrective action for noncurable defaults or is taking steps with due diligence to obtain the legal right to enter the leased Premises and cure the default.

18. REMEDIES CUMULATIVE.

Upon any breach, any and all rights and remedies which either party may have under this Lease or by operation of law or equity, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other. No such right or remedy whether exercised by said party or not, shall be deemed to be in exclusion of any other right or remedy, and any two or more of all such rights and remedies may be exercised at the same time or separately as desired.

19. CONDUCT OF TENANT'S ACTIVITIES; COMPLIANCE WITH LAW.

(a) Tenant shall use the Premises for the purpose of providing laundry services. During the Term of this Lease and any renewals and/or extensions hereof, Tenant shall only use the Premises for the purpose of providing laundry services, unless the prior written consent of Landlord is obtained. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

(b) Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction, restrictive covenants of record, ordinances or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.

20. ACCESS BY LANDLORD.

(a) Landlord shall have access to the Premises for purposes of inspection at all reasonable and necessary times upon reasonable notice to inspect the Premises for any purpose connected with the repair, improvement, cure and management of the Premises and to perform any work or other act found necessary on such inspection.

21. MAINTENANCE AND REPAIR.

(a) By taking possession of the Premises, Tenant will be deemed to have accepted the Premises in their "AS IS", "WHERE IS" condition on the date of delivery of possession. Tenant acknowledges that Tenant has inspected and hereby accepts the Premises in their present condition and configuration as suitable for Tenant's intended operations in the Premises. Tenant agrees that the Premises and other improvements are in good and satisfactory condition as of when possession was taken. Tenant further acknowledges that no representations as to the condition or repair of the Premises nor promises to alter, remodel or improve the Premises have been made by Landlord or any agents of Landlord and that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose.

(b) Except as otherwise specifically provided in this Lease, Tenant shall at its expense keep the Premises and its property thereon in good condition and repair; and shall at its expense provide all other necessary repairs to the Premises not specifically made the Landlord's responsibility under this instrument. Such repairs shall include but are not limited to the following:

(1) Electrical. Electrical systems and fixtures are Tenant's responsibility to maintain in good condition.

(2) Plumbing. Plumbing systems and fixtures are Tenant's responsibility to maintain in good condition.

(3) HVAC. Tenant shall be responsible for all minor maintenance to the air conditioning, heating and ventilation equipment such as filters and regular cleaning due to Tenant's use of the Premises.

(4) Doors and glass. Tenant shall maintain all doors of any composition and all glass throughout the Premises in good condition.

(5) Pest Control. Tenant shall be responsible for all pest control inspection and treatment.

(6) Fire suppression. Tenant is responsible to maintain in good condition, conduct minor and major repairs, replacement and/or installation of the fire alarm and fire suppression systems.

(7) Trash dumpster. Tenant is responsible for any and all trash collection and/or dumpster service on-site. Landlord does not maintain nor will contract for trash collection or dumpster service on behalf of Tenant.

(c) Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in the same condition as received or thereafter placed with the Landlord's approval or as herein authorized, broom clean, ordinary wear and tear and damage by fire, earthquake, or other casualty excepted.

(d) Landlord shall be responsible for the maintenance and repair the following, except for any repairs required by reason of the acts of Tenant, its employees, agents, invitees, licensees, or contractors that are not covered by the insurance required by Landlord hereunder:

(1) Structural. Landlord shall maintain and repair all structural portions of the Premises including the roof, the foundation, the outside walls, and the structural parts of the building except for all doors and glass, which are Tenant's responsibility.

(2) Parking lot and driveways. Landlord shall maintain the parking lot and driveways on the Premises.

(3) HVAC. Landlord shall be responsible for any minor or major repair or replacement of components, labor, and installation of the current air conditioning, heating and ventilation equipment. Tenant agrees to maintain proper filter replacement and cleaning servicing of the current air conditioning, heating and ventilation equipment.

23. WAIVER.

Waiver of a breach of any provision of this Lease by any party in any particular instance shall not be deemed a waiver of any other breach of this Lease.

24. ESTOPPEL CERTIFICATES.

At any time and from time to time, within thirty (30) days after notice of request by the Landlord, the Tenant shall execute, acknowledge, and deliver to the Landlord, or to such other recipients as the notice shall direct, a statement certifying that the Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent and other charges have been paid in advance, and any other information relating to the status of this Lease requested by Landlord.

25. RULES AND REGULATIONS.

(a) Tenant shall faithfully observe and comply with the reasonable rules and regulations that the Landlord may from time to time promulgate. The current Rules and Regulations are attached hereon as Exhibit "B". Landlord reserves the right from time to time to make all reasonable modifications to said rules.

(b) Landlord shall have the right to adopt a nondiscriminatory, uniform policy for the parking facilities in the Common Areas.

26. QUIET ENJOYMENT.

(a) So long as Tenant is not in default, Landlord warrants and covenants that, during the term of the Lease and any extended term Tenant shall have the exclusive right and possession and the quiet enjoyment of the Premises and shall have, hold and enjoy the Premises without interference by Landlord.

(b) This Lease does not grant any rights to light, view or air over property adjacent to the Premises, and any diminution or shutting off of light, view or air by any structure that may be erected adjacent or attached to the Building shall not affect this Lease or impose any obligation or liability upon Landlord.

27. SUBORDINATION.

At the option of the Landlord, this Lease shall be subordinate to the lien of any first mortgage, deed of trust, debentures or other encumbrances which may hereafter be made or created covering the leased Premises or any property of which the Premises are a part; provided that the mortgagee (or beneficiary under a deed of trust) agrees to recognize this Lease in the event of foreclosure, if Tenant is not in default hereunder. Tenant shall, upon the written request of Landlord, make, acknowledge, and deliver all instruments requested by Landlord which are necessary to effect the subordination of this Lease.

28. BINDING EFFECT.

This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and/or assigns.

29. SITUS.

This Lease shall be construed according to the law of the State of South Carolina, the courts of which shall have exclusive jurisdiction of any dispute hereunder.

30. NOTICES.

All notices shall be in writing and deemed to have been duly served within 48 hours after mailing, if sent by certified mail to the following addresses:

Landlord: The City of Columbia
Attn: City Manager
PO Box 147
Columbia, SC 29217

Tenant: Catholic Charities of the Diocese of Charleston, Inc.
c/o The Catholic Diocese of Charleston
1662 Ingram Road
Charleston, SC 29407
ATTN: CFO

31. CORPORATE AUTHORITY.

Each individual executing this Lease on behalf of a party hereto represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said party in accordance with a duly adopted resolution of the duly constituted boards or councils of said entity or in accordance with the organizational or operating documents of said entity, and that this Lease is binding upon said entity in accordance with its terms.

32. GENERAL PROVISIONS.

(a) Entire Agreement. This Lease constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties.

(b) Time. Time is of the essence in this Lease.

(c) Successors and Assigns. The covenants and conditions contained, herein subject to the provisions of assignment and sublease, apply to and bind heirs, successors, and personal representatives of the parties.

(d) Duty to Surrender. Upon the expiration or termination of this Lease, the Tenant shall surrender possession of the Premises in good, broom clean condition.

(e) Gender and Pronouns. Wherever the context requires, the masculine gender shall include feminine and neuter. Wherever the contest requires, plural shall include singular and vice versa.

(f) Nondiscrimination. Landlord and Tenant covenant for themselves, their successors and assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, sex, marital status, national origin, ancestry, age or physical handicap or in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises herein leased, and Tenant and any person claiming under or through Tenant shall not establish or permit any such practice or practices of discrimination or segregation with respect to the selection, number, use or occupancy subtenants, licensees, vendees, patients or customers in the Premises.

33. ATTACHMENTS AND EXHIBITS.

Attached to this Lease are the following Exhibits:

1. Exhibit "A" - Legal Description of the Premises
2. Exhibit "B" - Rules and Regulations

The parties agree that each attachment is a part of this Lease and is incorporated herein reference and the same shall be initialed by the parties.

DATED the date first set forth above.

WITNESSES:

LANDLORD:

THE CITY OF COLUMBIA

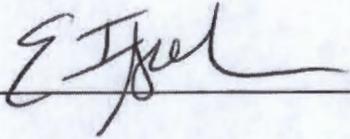
By: _____
Name: _____
Title: _____

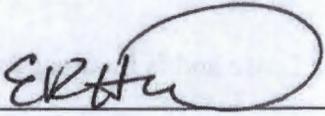
APPROVED AS TO FORM


Legal Department City of Columbia, SC

DATED the date first set forth above.

WITNESSES:





TENANT:

CATHOLIC CHARITIES OF THE
DIOCESE OF CHARLESTON, INC.

By: 

Name: John L. Barker

Title: Treasurer

EXHIBIT "A"

EXHIBIT "A"

1. The undersigned hereby certifies that the following is a true and correct copy of the original as the same appears in the records of the undersigned:

2. The undersigned further certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the undersigned:

3. The undersigned further certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the undersigned:

4. The undersigned further certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the undersigned:

5. The undersigned further certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the undersigned:

6. The undersigned further certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the undersigned:

7. The undersigned further certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the undersigned:

8. The undersigned further certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the undersigned:

9. The undersigned further certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the undersigned:

10. The undersigned further certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the undersigned:

EXHIBIT "B"

RULES AND REGULATIONS

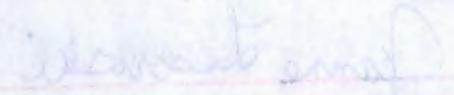
Tenant covenants with and for the benefit of Landlord:

1. To give to Landlord prompt written notice of any significant accident, fire or damage occurring on or to the Premises.
2. To keep the Premises sufficiently heated to prevent freezing of water in pipes and fixtures.
3. Not to burn, place or permit any rubbish or merchandise in the outside areas adjoining the Premises, except as provided herein. Tenant shall deposit its trash only (which may not include hazardous materials) in the common trash receptacles and shall participate in and comply with any procedures established for the collection, sorting, separation and recycling of waste products, garbage, refuse and trash.
4. To keep the Premises clean, sanitary and free from offensive odors and from insects, vermin and other pests.
5. To park Tenant's vehicles and to require Tenant's employees, contractors, subcontractors, and concessionaires to park their vehicles only in those portions of the parking area designated for that purpose by Landlord.
6. To conduct its business in the Premises in a diligent and dignified manner, to refrain from using any sales promotion device or practice that would tend to mislead or deceive the public or detract from the reputation of the Building and other businesses located therein and keep the Premises in first class condition in accordance with the highest standards of operation of similar businesses.
7. To comply with any and all reasonable rules and regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided such rules and regulations are in writing and are not in conflict with the terms and conditions of the Lease.
8. To install and maintain such fire extinguishers and other safety equipment as applicable law may require.
9. Except as otherwise provided in the Lease, Tenant shall not place, affix or maintain any signs, advertising placards, names, insignia, trademarks, descriptive material or any other similar item or items outside, on or within twenty-four inches (24") of the front of Tenant's Premises, the glass panes and supports of the Premises windows, or any window, door, roof or exterior boundary of the Premises, except such signs as Landlord shall approve in writing.

10. Tenant shall not display, paint or place, or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area of the Land or cause any handbills or other advertising devices to be distributed in the Building or Land.

11. Tenant shall not display or sell merchandise, or place portable signs, devices or any other objects in the Common Area and Tenant shall not solicit or distribute materials in any manner in the Common Area, without Landlord's prior written approval, which may be granted or withheld in Landlord's sole discretion.

12. Tenant shall not erect an aerial or antenna on the roof or exterior walls of the Premises.

APPROVED AS TO FORM

Legal Department City of Columbia, SC

ADDENDUM TO CONTRACT
TO PROVIDE INSURANCE

TENANT: Catholic Charities of the Diocese of Charleston, Inc.
(includes the Bishop of Charleston, A Corporation Sole)

LANDLORD: The City of Columbia

DATE OF CONTRACT: _____

CONTRACT (Description of Contract): Office Lease Agreement – Property located 1219 Laurel Street
Columbia, South Carolina

Tenant agrees to defend, protect and hold harmless the above named Landlord against and from all claims arising from the negligence of Tenant or any of its agents, officers, employees or volunteers for claims arising from the above identified Contract and arising from Tenant negligence. For purposes of this agreement, the above named Tenant includes the Bishop of Charleston, A Corporation Sole.

Tenant agrees to provide a certificate of coverage to Landlord which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Tenant agrees to name Landlord as an additional protected person on its general liability coverage for the dates of the Term of Contract. Additional protected person status will provide coverage for Landlord for claims arising from Tenant's negligent acts associated with the Contract.

Tenant and Landlord agree that this Addendum to Contract overrides any insurance or indemnification language in conflict with this agreement when this Addendum is attached to an existing Contract whether or not the existing Contract has been previously signed or will be signed in the future.

Tenant:

Landlord:

Catholic Charities of the Diocese of Charleston, Inc.
(Includes Bishop of Charleston, A Corporation Sole)

The City of Columbia

BY: *John L. Barker*
NAME (Please Print) John L. Barker
TITLE Treasurer
DATE 6/1/2016

BY: _____
NAME (Please Print) _____
TITLE _____
DATE _____

This Addendum to Contract stands on its own as a legal contract between PARISH / SCHOOL and LANDLORD should this addendum not be incorporated or attached to a contract.

APPROVED AS TO FORM

Jeanne L. ...
Ed. 01/14
Legal Department City of Columbia, SC

REQUEST FOR CERTIFICATE OF COVERAGE



CATHOLIC MUTUAL GROUP
Tracy Bates, CRM
901 Orange Grove Road
Charleston, SC 29407
(843) 261-0472

LP#: _____
(Catholic Mutual will provide)

PROPERTY & LIABILITY

SEND TO: Tracy Bates, CRM FAX: 843-804-9408

E-MAIL: tbates@catholicmutual.org

NAME OF PARISH

REQUESTING CERTIFICATE: Catholic Charities of the Diocese of Charleston, Inc.

ADDRESS: c/o The Catholic Diocese of Charleston
901 Orange Grove Road Charleston, SC 29407

EMAIL ADDRESS : (MUST HAVE) Gcuervo@catholic-doc.org

CONTACT: Dcn. Gabriel Cuervo

PHONE: 843-255-7403 FAX: _____

NAME OF HOLDER: (WHO IS REQUESTING THE CERTIFICATE FROM THE PARISH)

The City of Columbia

ADDRESS: P.O. Box 147 Columbia, SC 29217 Attn: City Manager

CONTACT: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS : (MUST HAVE) _____

WAS CERTIFICATE DONE LAST YEAR, IF SO WHAT IS THE INFORMATION THAT IS CHANGING?

****Please make sure faxed materials are legible and complete (all pages).**

IF THERE IS AN AGREEMENT / LEASE / CONTRACT IT MUST BE ATTACHED.

WAS IT ALSO SENT TO TRACY BATES?: YES XX NO _____

DESCRIPTION & DATE(S) OF EVENT

Lease Agreement between The City of Columbia (Landlord) and Catholic Charities (Tenant) for property

located at 1219 Laurel Street, Columbia, SC

★ ***You must provide us with the Replacement Cost at the current replacement price for any Copiers / Machines that you need a Certificate for (not the cost of the lease).**

★ DESCRIPTION, **SERIAL NUMBER, CONTRACT #**, **VALUE & DATE(S) OF LEASED EQUIPMENT

REQUEST FOR QUOTATION OF COVERAGE

CENTRAL NATIONAL GROUP



10000 W. CENTRAL EXPRESSWAY
DALLAS, TEXAS 75243
TEL: (214) 424-1000

TO: _____
FROM: _____

PROPERTY & LIABILITY

1. Name of Insured: _____

2. Address: _____

3. City: _____ State: _____ Zip: _____

4. Description of Property: _____

5. Description of Operations: _____

6. Description of Hazards: _____

7. Description of Other Risks: _____

8. Description of Other Insurance: _____

9. Description of Other Coverage: _____

10. Description of Other Coverage: _____

11. Description of Other Coverage: _____

12. Description of Other Coverage: _____

13. Description of Other Coverage: _____

14. Description of Other Coverage: _____

15. Description of Other Coverage: _____

16. Description of Other Coverage: _____

17. Description of Other Coverage: _____

18. Description of Other Coverage: _____

19. Description of Other Coverage: _____

20. Description of Other Coverage: _____