



**THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE
SOUTHERN CULTURAL HERITAGE FOUNDATION, AS “LESSOR” OR “SCHF”,
AND LESSEE, AS “LESSEE” OR “CITY OF VICKSBURG”**

WITNESSETH

TERM: SCHF agrees to rent to City of Vicksburg its two-story gymnasium, located on its premises at 1302 Adams Street on the corner of Clay and Adams Streets for the period from June 1, 2018 to July 31, 2018, subject to the conditions contained in this lease.

USE OF PREMISES: Lessee shall use the premise solely for Summer Programs. Lessee shall not sublease or assign the premises in whole or in part, to any other party, unless SCHF gives written consent to do so. The Lessee shall comply with State and local laws and shall not permit any act or conduct offensive or repugnant to public sentiment.

Rental fee:

1. The lessee will pay a rental fee of \$900 per month, for the use of the gymnasium.

~~A deposit is required in the amount of \$500 at the signing of the contract. The deposit is fully refundable if the rental property is left in good condition at the end of the lease, subject to review by the Executive Director or other representative of the Lessor.~~

Payment checks for rental fees shall be made payable to the Southern Cultural Heritage Foundation (SCHF) and shall be due in advance on the first (1st) day of every month, beginning June 1, 2018. There will be a \$30 fee assessed if the rent due is paid after the 5th of the month.

Any one of the following events shall constitute grounds for immediate default on this lease, at the SCHF's option:

- A. Failure to pay rent, insurance, or assessment due under this lease;
- B. Breach by lessee of any covenant or obligation of this lease.

On default, SCHF has the privilege to immediately reenter and take possession of the premises and shall be entitled to resort to all remedies available to it under the law or at equity and shall also be entitled to recover its reasonable attorney's fees.

Utilities:

2. Lessee is responsible for all utility charges associated with the leased property. Separate gas and electricity meters exist for the leased property. The billing for the electricity, gas, water, and sewer will be billed to SCHF. The SCHF will then submit the monthly utilities due for payment.

Care of Buildings:

3. Lessee acknowledges that the premises to be rented are of national historic significance and are identified as a Mississippi Landmark. As such, Lessee hereby agrees to rent the specified premises as they are, in full knowledge of the building(s) limitations.

Specifically:

- (a) Lessee may not use any heating or cooling device not provided or approved in writing by SCHF.



- (b) Lessee supervises any children allowed on the leased property. Lessee will be responsible for the health, safety, and well being of all children under its care and supervision.
- (c) Without SCHF consent, Lessee shall not put a hole (by any means: screw, nail, drill, etc.) in any part of the property. Lessee shall not adhere any product containing any form of glue to any part of the property.
- (d) No dollies and/or equipment shall be trucked, dragged, slid, or otherwise transported up and down the building stairs or across its floors in any manner that may cause damage by marring, scratching, breaking, etc.
- (e) Without written consent by SCHF, Lessee will not permit the painting or staining of any part of the building(s), or the posting of any material on the exterior or interior walls.
- (f) Lessee will not cause or permit the overloading of the electrical system.
- (g) Lessee shall provide assistance to physically challenged individuals who access the rented premises during the term of this agreement.
- (h) Lessee shall strictly enforce the no smoking policy within the building(s) and shall insure that all outside smoking is clear of the historic buildings.
- (i) Lessee shall immediately report property damage to the Executive Director of the SCHF or other designated representative.
- (j) Lessee shall maintain the premises in a clean condition.
- (k) Except for the improvements already approved, without written consent from SCHF, Lessee shall not alter the premises in any manner.

Indemnity:

- ~~4. Lessee hereby agrees to be responsible for all damages, losses, claims, causes of actions and demands whatsoever arising in any way whatsoever from the Lessee's use of the premises or arising in any way because SCHF has allowed Lessee to use the facility.~~

~~Lessee agrees to hold the SCHF harmless and to indemnify SCHF from any and all claims, demands, losses, damages to person or property, which in any way arise out of the Lessee being allowed to use the facility or claims from the Lessee's invitees, guests, employees, or anyone else claiming through the Lessee use of the facility. This hold harmless and indemnity will also cover all costs, expenses, and attorneys' fees SCHF may incur in defending against any claims, causes of action or demands.~~

Damage and Insurance:

5. Lessee shall be solely liable for damage to property and for injuries to persons arising in any way from Lessee being allowed to use the premises. Prior to being granted initial occupancy, Lessee will deliver to the Executive Director of the SCHF or other designated representative, at Lessee's cost, a policy of public liability insurance, listing SCHF as additional insured, sufficient in an amount to satisfy SCHF.

Premises Security:

6. Lessee acknowledges it is not relying on, and will not receive, any security protection whatsoever on the premises and shall be solely responsible for the security of all employees, volunteers, customers, and invited guest of the lessee.

Parking

7. All parking shall be in authorized areas on the street or in authorized parking lots. Lessee will assure that vehicular traffic flow does not interrupt the office and business workings of SCHF.



Inspection:

8. Lessee and its designated agents shall have the privilege, on reasonable notice to Lessee, to enter and inspect the premises.

Other Conditions:

9. If Lessee leaves equipment, props or other property in the rented facility, SCHF will not be responsible for their safekeeping. Lessee assumes the risk for damage to any property or equipment that is left on the premises.
10. If Lessee requires additional electrical work, including wiring and installation of telephone lines, plumbing, or other maintenance related to the rented property, Lessee is solely responsible for arranging and assuming all costs associated with said work contingent upon approval of the Executive Director or other representative of SCHF.
11. The provisions of this agreement are intended to protect and enhance the SCHF. Violation by Lessee of any of the preceding provisions is cause for immediate termination of this agreement and may cause for legal action by the SCHF if damage of property or persons is involved.
12. This agreement is executed on representation of each party hereto made to the other that the person signing has complete authority to act and bind designated parties.

IN TESTIMONY OF WHICH THIS AGREEMENT has been executed by the parties listed below on this the _____ Day of _____, 2018

LESSEE:

BY: _____

SIGNATURE: _____

ADDRESS: _____

PHONE: _____

LESSOR:

BY: _____

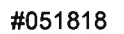
SIGNATURE: _____

FOR THE SCHF

1302 ADAMS STREET

VICKSBURG, MS 39180

(601) 631-2997



FOR: *Gymnasium rental*

[illegible]

If you have any questions concerning this invoice, contact Stacey Mahoney, 601-631-2997, stacey@southernculture.org