



Premises. This policy shall provide at least the following limits: bodily injury \$1,000,000 each person, \$1,000,000 each occurrence and property damage \$500,000 each occurrence. In addition to Lessee, the policy shall also name Lessor as an additional insured at the cost of Lessee. Lessee shall, upon demand, deliver to Lessor from time to time a certificate or other evidence that this public liability insurance coverage is being maintained by Lessee.

- 6. INDEMNITY** Lessee shall indemnify and hold harmless Lessor, its elected officials, employees, and agents from all suits, actions or claims from any character, including costs and attorney fees, brought because of injuries or damages received or sustained by any person, persons, or property on account of the performance of this lease or on account of or in consequence of any neglect, negligence or because of any act or omission or misconduct of Lessee or agents from any claims or amounts arising and recovered under any law, ordinance, order or decree.
- 7. UTILITIES** Lessee agrees to pay all charges for electricity, gas, heating, fuel, water, sewer or charges, and any other utility charges used in the Premises.
- 8. EXAMINATION OF PREMISES** Lessee agrees that it has examined and is familiar with the condition of the Premises and will accept the Premises in its present state of condition and repair unless otherwise agreed upon in this lease.
- 9. POSSESSION** If this lease is signed by all the parties before the Premises become ready for occupancy and Lessor cannot acquire or deliver possession of the Premises by the time the term of this lease is anticipated to begin, Lessee agrees to waive any claim for damages, including but not limited to, any incidental or consequential damages due to such delay and Lessor waives any rentals due until possession is delivered to Lessee. If Lessee is to finish the leased Premises itself and the Premises are not ready for occupancy at the time designated for this lease to begin, Lessee will, nevertheless, pay rent according to the lease dates set forth in this Agreement.
- 10. ALTERATIONS** Lessee, after receiving written permission from Lessor's agent, may make certain alterations, additions and improvements to the Premises. All additions, including, but not limited to, carpet, tile, wall covering, ceiling tile, shelving, partitioning, doors, and

fixtures will become part of the leased Premises and will remain intact at the end of this lease.

Office furniture and trade fixtures which are readily removable without injury to the Premises may be removed at the end of this lease provided all other conditions of the lease have been satisfied. Any injury to the floors, walls or ceilings caused by removal of such trade fixtures will be repaired at Lessee's expense by Lessee at the time that such trade fixtures are removed.

**11. REPAIRS BY LESSOR**

Lessor agrees to maintain the structural components of the buildings to include the roof, exterior walls (exclusive of glass, plate glass doors, and door mountings) and foundations. Lessor is under no obligation to inspect the Premises to find defects.

Lessee will at once report to Lessor any defective condition known to Lessee which Lessor is required to repair. Failure to report such defects shall make Lessee responsible to Lessor for any liability incurred by Lessor by reason of such defect.

**12. REPAIRS BY LESSEE**

Lessee agrees to keep and maintain the Premises at its sole expense in a good state of condition and repair except those items referred to in Paragraph 11. Lessee also agrees to keep all fixtures pertaining to the heating, air conditioning, ventilating, electrical, plumbing and sprinkler system (if any) in good order and repair at its sole expense.

Lessee also agrees to redecorate, paint, and renovate the Premises as may be necessary to keep them in proper condition and good appearance. If any portion of the leased Premises is on the ground level, Lessee agrees to keep the sidewalks on front of the ground level portion clean and free of obstruction.

Lessee agrees to return the Premises at the end of the lease term in at least as good condition as Premises were when first leased, normal wear and tear excepted.

**13. SIGNS**

Lessee may place or attach to the Premises signs or other such identification as needed after receiving written permission from Lessor. Any signs or other form of identification allowed must conform to City or County ordinances governing at the time.

Any damage caused to the Premises by Lessee's erecting or removing such signs will be repaired promptly by Lessee at Lessee's expense.

Lessee also agrees to have any window or glass identification completely removed and cleaned at its expense promptly upon vacating the Premises.

- 14. KEYS** Lessor will give Lessee at least one key to the Premises at the beginning of this lease. Lessee agrees to account for all keys provided or duplicated and to return all keys to Lessor at once at the end of the lease period. Lessee agrees that Lessor or his Agent may keep a master key or passkey to the Premises. When the Premises were leased, \_\_\_ key(s) were given to Lessee.
- 15. PERSONAL PROPERTY** All personal property moved into the Premises by Lessee shall be at the risk of Lessee or the owners of the personal property. Lessee agrees that Lessor shall not be liable for any damage, loss, or theft of personal property from any cause.
- 16. TRASH REMOVAL** Lessee agrees to keep the entire Premises clean at all times, both inside and out (to include parking areas) at its sole expense.
- 17. ABANDONMENT** Lessee agrees not to abandon or vacate the Premises during the period of this lease without Lessor's prior written approval.
- 18. DEFAULT** Lessee agrees to pay rent at the time, in the amount, and in the manner as agreed upon in Paragraph 3 of this lease. Lessee also agrees that rent shall be due at the specified time without any notice, bill, reminder, or demand from Lessor or Lessor's Agent.

It is mutually agreed that any one or more of the following enumerated events shall constitute and be referred to as a "Default":

- (A) If Lessee fails to pay rent at the time, in the Amount, and in the manner agreed upon and remains in default for ten (10) days after the stated time; or
- (B) If Lessee fails to perform any of the terms or provisions of this lease other than paying rent when due, and fails to cure such default within ten (10) days after receiving written notice of default from Lessor or Lessor's Agent; or
- (C) If Lessee abandons the Premises; or
- (D) If any materialman's, mechanic's or other lien is filed against the leased Premises in connection with any

improvements, alterations, or additions made by Lessee pursuant to Paragraph 10 of this lease and Lessee is responsible for the cost of the improvements, alterations, or additions but allows the lien or liens to stand against the leased Premises and does not secure the discharge of the property from such liens by filing an appropriate bond pursuant to applicable law. If Lessee does file a bond and elects to contest the liens, there shall be no default pending final determination of such disputed matter; then, and in any of the above events, Lessor at its option may at once terminate this lease by giving written notice to Lessee. (Notice to terminate in any of the above events may also be given by Lessor's attorney or Agent.)

Upon such termination by Lessor, Lessor or its Agents shall have the right to enter the Premises, by force if necessary without being liable for trespass, forcible entry or other tort, to re-take possession of the Premises, remove all persons and personal property of Lessee if Lessor so desires.

If termination occurs under any of the above events, Lessee agrees to grant to Lessor a lien (in addition to any statutory lien or right to distress that may exist) on all of Lessee's personal property in or around the Premises to secure payment of rent and performance of the other conditions of this lease which are in default.

Lessee also agrees to pay all attorney's fees and all other expenses incurred by Lessor while enforcing any of the obligations of this lease.

**19. RIGHT OF RE-ENTRY OR TO DECLARE FULL RENTAL DUE**

In the event of a default as described in Paragraph 18 above, then Lessor, besides any other rights or remedies it may have, may at Lessor's option (a) declare the full rental for the entire term immediately due and payable without prejudice to any other remedies in law or equity available to Lessor, or (b) have the immediate right of re-entry and take possession of the demised Premises immediately and to hold the Premises with the full right to recover from Lessee all past due rents and any and all damages, including attorney's fees, as a result of the default. Lessor on re-entry may require that all persons exit the Premises and that all property be transported to and stored at a public warehouse or elsewhere at the cost and for the account of Lessee. Additionally, Lessor shall be able to utilize all other rights and remedies available to Lessor under the laws of the State of South Carolina.

**20. RIGHT TO RE-LET**

Should Lessee default as set out in Paragraph 18, Lessor may elect to re-enter the leased Premises and attempt to re-let the Premises. Lessor's only responsibility shall be to offer the Premises for rent and make the usual and normal efforts to re-let the Premises. Lessee shall be liable for any deficiency between the amount of rental received, if any, and the amount which Lessee is obligated to pay under this lease and for any other damages, including attorney's fees, suffered by Lessor.

**21. RIGHT TO TERMINATE**

Either party may terminate this Lease Agreement by giving notice to the other party at least ninety (90) days prior to the date of termination. Furthermore, in addition to Lessor's right to re-enter and re-let the Premises, Lessor may elect, upon a default, to terminate this Lease Agreement immediately. In such event, this lease shall be regarded as cancelled as of the date Lessor serves notice of Lessor's election to terminate to Lessee. Lessee shall remain liable to Lessor for all rentals, charges and payments accrued to the time of such termination.

Lessor's right to terminate this lease is in addition to and not in lieu of any other rights or causes of action that Lessor may have against Lessee because of a default by Lessee. If Lessor does not elect to terminate the lease as above provided, then Lessor shall utilize and pursue such other rights as it may have against Lessee under the other terms of this lease, the laws of the United States or the City, County and State in which the leased Premises are located.

**22. DAMAGE TO OR DESTRUCTION OF PREMISES**

Lessee shall notify Lessor or its agent at once in the event of any fire or other casualty to the leased Premises. If the leased Premises are totally destroyed by fire or other casualty or damaged to such an extent that they become wholly unfit for occupancy under existing building codes and regulations, then this lease may be terminated by either party by giving written notice within thirty (30) days after the occurrence of such fire or other casualty.

If the leased Premises, however, are damaged by fire or other casualty but may be repaired within ninety (90) days from the date of the damage (it being agreed that if such rebuilding or repairs cannot be completed within the 90-day period but Lessor commenced the rebuilding or repair work without unreasonable delay within the 90-day period and completes the rebuilding or repair with due diligence, such damage shall be deemed rebuilt or repaired within the 90-day period), then Lessor may notify

Lessee within thirty (30) days of the date of the fire or other casualty of its intention to rebuild or make such repairs and may enter and repair the Premises as quickly as reasonably possible. In this event, rent shall not be due while such rebuilding or repair work is being performed, but shall resume again as soon as the rebuilding or repairs are completed.

It is agreed that if the Premises are damaged only slightly due to fire or other casualty and still fit for occupancy, Lessor shall repair the damage as quickly as reasonably possible and Lessee shall continue to pay rent and uphold all other lease provisions.

Lessee agrees not to claim any compensation from Lessor or Lessor's insurance company because of any inconvenience, annoyance or business interruption arising from the damage, repair, rebuilding, or alteration of any portion of the building.

- 23. CONDEMNATION** If the whole or any part of the property of which the leased Premises are a part shall be condemned, taken by court decree or taken by any other lawful authority (including the power of eminent domain), Lessee shall have no claim or interest in any award of damages or other compensation for such taking.

If Lessor in his sole discretion determines that such taking shall render the Premises unfit for the purposes of this lease, the lease shall terminate on the date that possession is taken by public authorities and rent shall be paid through that date.

- 24. GOVERNMENTAL ORDERS** Lessee, at its sole expense, agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities as may apply to the business conducted by Lessee on the Premises.

- 25. ENTRY FOR REPAIRS, ETC.** Lessor may enter the Premises at reasonable hours and to make repairs required of Lessor under the terms of this lease, or to make repairs to Lessor's adjoining property, if any.

- 26. WAIVER OF RIGHTS** Lessee agrees that no waiver of any conditions of this lease by Lessor whether implied or in writing shall constitute any further waiver by Lessor of any other condition of this lease. The rights and remedies created by this lease are cumulative and the use of one remedy does not exclude or waive the right to the use of another.

- 27. TIME** Time is of the essence of this Agreement.

**28. NOTICES**

It is agreed that all notices regarding this lease shall be sent by certified or registered mail to:

(A) Notice to Lessor: Greenville County  
Attn: County Administrator  
301 University Ridge, Suite 2400  
Greenville, South Carolina 29601

(B) Notice to Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**29. LIENS**

Lessee agrees that Lessee will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other like items and will indemnify Lessor against all legal costs and charges, bond premiums for release of liens, including legal counsel fees reasonably incurred in and about the defense of any suit in discharging the said Premises or any part from any liens, judgments, or encumbrances caused by Lessee.

**30. QUIET ENJOYMENT**

Subject to the conditions of this lease, Lessor agrees that Lessee may peaceably have, hold and enjoy the Premises, without hindrance by Lessor or Lessor’s Agent.

**31. WRITTEN AGREEMENT**

This lease contains the entire agreement between the parties. It may be modified only by an agreement in writing signed by Lessor and Lessee.

**32. CAPTIONS**

The marginal captions contained here are for convenience and reference only and are not a part of this lease or to be construed as in any manner limiting or amplifying the terms and provisions of this lease.

**33. ASSIGNMENT AND SUBLETTING**

Lessee may not sublet, assign, encumber, or otherwise transfer this lease, any right or interest in this lease, the leased Premises, or the improvements on the leased Premises.

**34. OPTIONS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**35. ADDITIONAL PROVISIONS**

\_\_\_\_\_  
\_\_\_\_\_



**36. HOLD OVER  
TENANT**

If Lessee holds over and continues in possession at the conclusion of the lease term, or any extension of the term, without any written agreement as to such possession, Lessor shall agree to such possession by acceptance of additional monthly payments and Lessee shall be considered a Lessee from month to month at a rental amount equal to last payment made under the terms of the written lease and shall be subject to all other terms and conditions of this lease. Such tenancy may be terminated by either party upon the giving of 30 days notice in writing to the other party.

**37. SAVING CLAUSE**

In the event any provision of this lease is declared or determined to be invalid under the laws governing this lease, the remaining terms and conditions shall remain in full force and effect and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties named herein have set their hands and seals the year and day first above written.

**LESSOR:**

**GREENVILLE COUNTY**

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
Herman G. Kirven, Jr., Chairman  
County Council

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
Joseph M. Kernell  
County Administrator

Date: \_\_\_\_\_

**LESSEE:**

**SOUTH CAROLINA CHILDREN'S THEATRE**

\_\_\_\_\_

*Witness*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***NOTE: THIS IS A LEGALLY BINDING CONTRACT. IF NOT COMPLETELY UNDERSTOOD, WE RECOMMEND YOU SEEK COMPETENT ADVICE FROM YOUR ATTORNEY.***