

CITY OF AUBURN

Whistlestop Shops Application



Parks Director (770)963-4002 Ext 230

Last Name:	First Name:	
Business Name:		
Address:		
City:	State:	Zip:
Email:		
Primary Phone:	Secondary Phone:	
Intended Days of Operation: S M T W Th F S	Intended Hours:	

Price per 8' x 12' Shop- tenant provides display, etc.

TERMS AND CONDITIONS

By signing the application below, I agree to abide by the following Terms and Conditions:

- ___ I acknowledge and agree that neither the city of Auburn, the Downtown Development Authority, nor employees are responsible for any personal injuries, property damage, illness, or death. I agree to indemnify and hold harmless the city, the Downtown Development Authority, and their agents and employees from all such claims.
- ___ I understand that the city does not guarantee any particular location, number of guests or visitors, or uninterrupted access of utilities. If access is to be interrupted, the city will provide notice in advance.
- ___ I agree to keep my assigned area free of debris and to place trash and recyclables in appropriate containers
- ___ I agree to follow all directives of city personnel and law enforcement personnel regarding the operation of the space assigned to me
- ___ I understand that if I fail to abide by any of these Terms and Conditions, I may be required to remove myself and my belongings any my contract may be terminated
- ___ I understand that the submission of this application does not guarantee approval of rental contract. Upon application approval, a formal lease will be required.

Signature: _____ Date: _____
 Print Name: _____ Title: _____

TYPE OF PRODUCT: Describe your product line in as much detail as possible (you may attach additional sheets and photographs. You may be asked to provide sample products for review by committee. _____

Send your completed application to:

City of Auburn, Whistlestop Shops 1369 Fourth Ave., Post Office Drawer 1059, Auburn, GA 30011

Questions? Contact Parks Director (770-963-4002 ext 230 or email parksdirector@cityofauburn-ga.org)

STATE OF GEORGIA

COUNTY OF BARROW

LEASE

THIS AGREEMENT made this _____ day of _____, 20__ between the CITY OF AUBURN, GEORGIA DOWNTOWN DEVELOPMENT AUTHORITY (hereinafter "Landlord") and _____, (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and the City of Auburn have created Whistlestop Shops in downtown Auburn for the purposes of promoting certain limited retail uses in the Downtown area; and

WHEREAS, Landlord wishes to lease certain property described herein to Tenant;

WHEREAS, Tenant wishes to accept and occupy the Shop on the property "as is";

NOW, in consideration of the mutual promises contained herein, it is agreed as follows:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, all that portion of the improved property which is shown and designated as Shop No. _____ on that plat attached hereto and incorporated herein by reference.

2. Term. The term of this Lease shall be _____ months, from _____, 20__ to _____, 20__ unless sooner terminated by the parties.

3. Rent and Security Deposit. Tenant shall pay Landlord the sum of \$_____ per month rent for the use and occupancy of the premises. Rent shall be due and payable in advance on the first calendar day of each month. In the event any payment due from Tenant is not made by the tenth (10th) calendar day of the month, then Tenant shall pay Landlord a late fee of \$50.00, in addition to all other payment and charges due hereunder. Tenant shall pay a security deposit of \$_____ upon execution of the Lease. Landlord shall have no obligation to keep the security deposit in a separate account and shall be entitled to co-mingle the security deposit with its other funds. If any of the rents herein reserved or any other sums payable by Tenant to Landlord shall be overdue and unpaid, or should Landlord make any payment on behalf of Tenant, or

should Tenant fail to perform any of its obligations under this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply said security deposit, or so much thereof as may be necessary to compensate Landlord, toward the payment of rent or additional rent or loss or damage sustained by Landlord by reason thereof, and Tenant shall forthwith upon demand restore said security deposit to the original sum deposited. Should Tenant comply with all its obligations under this Lease and return keys and leave the premises in a clean condition without any damages, said deposit shall be returned to Tenant at the end of the Lease Term.

4. Use of the Premises. It is understood by the parties hereto that Tenant shall use the premises for retail sales of _____ and no other purposes.

5. Construction, Alterations, Repairs. Tenant shall not make any modifications, alterations and repairs to the Shop space or attached any fixtures or permanent attachments to the Shop. Tenant shall maintain the premises in good condition at all times during the term of this Lease and any extensions or renewals thereof.

6. Insurance. Tenant shall maintain renters insurance on his or her operations in leased premises in at least the amount of \$_____ per claim. Landlord and the City of Auburn, Georgia shall be named as additional insureds. Tenant shall provide Landlord with certificates of insurance evidencing such coverage, together with proof of premium payment, at least once each year. Tenant shall secure a provision in each policy of insurance requiring that at least thirty (30) days written notice be given to the Landlord by the insurance carrier prior to cancellation of any policy.

7. Sublease. Tenant shall not be allowed to sublease the premises without the written consent of the Landlord.

8. Destruction by Fire or other Casualty. In the event that the building described herein shall be totally destroyed by fire or other casualty, Tenant shall not be required to rebuild. Instead, Tenant may elect, within sixty (60) days after the date of loss, to terminate this Lease. All of the insurance proceeds shall belong to Landlord. In the event of a complete loss and termination of the Lease, the rent shall cease to be payable as of the date of loss. Landlord shall not be required to return any rent to Tenant. In the event of a

partial loss, the rent shall be reduced by the same percentage as the percentage of the building which is unusable. Tenant shall be responsible for carrying insurance on its inventory, goods and contents from any loss. Neither Landlord nor the City of Auburn shall be responsible for any loss of Tenant's inventory, goods or other personal property during the term of this Lease.

9. Indemnification. Tenant does hereby covenant and agree with Landlord and the City of Auburn that it will indemnify and hold Landlord and the City harmless from and against any and all liability, damages, penalties or judgments arising from injury to person or property sustained by anyone in and about the leased premises due to any acts or acts of omission or commission of Tenant, or Tenant's officers, agents, servants, employees, contractors or assignees. Tenant shall, at its own cost and expense, defend against any and all suits or actions (whether just or unjust) which may be brought against Landlord because of any such above-mentioned matter, claim or claims. Neither the Landlord nor the City shall be responsible or liable for any damage to any personal property, inventory, equipment, or for any injury to any person or persons, at any time on the leased premises, including any injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, customers or assignees, except as may result from the sole negligence of Landlord or Landlord's officers, agents, servants, employees, assignees or contractors.

10. Inspection. Landlord shall have the right to enter upon the premises at any reasonable hour to inspect for compliance with the terms of this Lease.

11. Rules and Regulations. Tenant shall comply with all rules and regulations promulgated by the Landlord for Whistlestop Shops, all environmental laws, orders and regulations of federal, state, county and municipal authorities, and with any directive issued pursuant to law by any public officer thereof, which shall impose any order or duty upon Tenant pertaining to use or occupancy of the leased premises by Tenant, its assignees or subleases. Landlord may terminate this Lease upon ten (10) days written notice for any violation of the Rules and Regulations promulgated by the Landlord. A copy of the current Rules and Regulations are attached hereto as Exhibit "A" and incorporated herein by reference. The parties acknowledge and agree that the Landlord may amend the rules from time to time during the term of this Lease and such amendments shall be effective and binding on the date designated by the Landlord.

12. Trash. Tenant shall store all trash, debris and all other waste materials in a fireproof container, and normal office waste paper and other normal office trash in waste baskets within the leased premises. In no event shall any trash, debris or waste materials be stored outside the building.

13. End of Term. Upon expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the leased premises, broom clean, in good order and condition, reasonable wear and tear and damage by fire or other casualty excepted.

14. Notices. Any notice required to be given to Landlord shall be in writing and sent certified mail, return receipt requested, at the following address:

City of Auburn, Georgia Downtown Development Authority
P.O. Box 1059
Auburn, Georgia 30011
Attention: City Planner

Copy to: Robert Jackson Wilson
10 Lumpkin Street
Lawrenceville, Georgia 30046

Any notice required to be given to Tenant shall be in writing and sent certified mail, return receipt requested, at the following address:

Phone: _____

15. Waiver. Any failure by either party to enforce any right arising hereunder shall not be deemed a waiver of such right.

16. Amendments. This Agreement may only be modified by a written amendment signed by both parties. An oral modification shall not be binding on either party.

17. Captions. The captions preceding the paragraphs of this Lease are inserted only as a matter of convenience and for reference purposes, and in no way define, limit or describe the scope of this Lease, nor

the intent of any provision of this Lease.

18. Default. The following shall be events of default on the part of Tenant under the terms of this Lease:

- (a) failure to pay rent or added rent when due;
- (b) failure to comply with any law, regulation, policy or order of any lawful governmental authority;
- (c) failure to comply with any lease provision contained herein;
- (d) vacating or abandoning the premises or;
- (e) violating any of Landlord's rules and regulations related to Whistlestop Shops.

In the event of default, Landlord shall give written notice of default to Tenant, specifying the nature of the default. Tenant shall have ten (10) days from the date of notice to cure any. If Tenant fails to cure the default within the specified time, Landlord may terminate this Lease and remove Tenant by summary proceedings or otherwise.

The obligation of Tenant to pay rent for the remainder of the term shall continue after removal. Landlord may re-rent the premises and apply the rents, first to the cost of removing Tenant, including reasonable legal fees and court cost, next to the cost of refurbishing the space, last to the rent due by Tenant. Tenant shall remain liable for any deficiency. Landlord may re-rent the property for a lower rent and/or a longer term without releasing tenant from its obligation to pay rent as specified herein.

19. Termination. Landlord may terminate this Lease for convenience by giving Tenant fourteen (14) days written notice of such termination.

20. Background Check. Tenant shall provide Landlord written consent and information sufficient to allow Landlord to conduct a background investigation for Tenant and his or her employees on the premises. The Lease is contingent upon clear results, acceptable to the Landlord, of a thorough background investigation.

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

LANDLORD

**CITY OF AUBURN, GEORGIA
DOWNTOWN DEVELOPMENT
AUTHORITY**

By: _____ (SEAL)
Downtown Development Authority
Member

Attest: _____
Downtown Development Authority
Member

TENANT

By: _____ (SEAL)
Print Name: _____

CITY OF AUBURN

Whistlestop Shops



Parks Director (770) 963-4002 Ext 230

Rules for Tenants

These rules and regulations have been adopted to secure your comfort and safety, while maintaining a quality working environment.

1. Rent payments, whether whole or partial, which are ten (10) days delinquent cause administrative expenses to the Landlord. A LATE PAYMENT FEE OF \$50.00 WILL THEREFORE BE CHARGED ON ALL RENT UNPAID AS OF THE _____ DAY OF THE MONTH OF DELINQUENCY. CHECKS RETURNED BY YOUR BANK AS "NOT PAID" FOR ANY REASON WILL BE SUBJECT TO A \$25.00 CHARGE. THE RENT SHALL BE DECLARED OWING FROM THE DATE FIRST DUE AND ALL LATE CHARGES SHALL BE ENFORCED. NO EXCEPTIONS WILL BE MADE TO THIS RULE
2. Tenants shall perform no redecoration, maintenance repairs or replace equipment without the written approval of the Landlord. Call Josh Campbell for all repairs or service 770-963-4002 x 206.
3. Tenants shall not throw or sweep any items or debris from any window or door.
4. Only occupants listed on the application for tenancy and lease shall occupy the shop. Any deviation from this shall automatically terminate this lease/rental agreement.
5. Tenant shall not store any combustible, flammable or explosive substance on or about the premises.
6. Tenant shall not make any changes in electrical wiring nor overload the electrical systems nor run any exposed wires for electrical appliances or fixtures in violation of the building code or any ordinance where said premise is located.
7. No additional or replacement locks of any type will be installed on any door without the written permission of Landlord.
8. Tenants shall keep shop area free of debris, trash and clutter. All items shall be kept clear of water heaters, furnaces, electrical panels and plumbing systems.
9. No garbage or other refuse shall be stored on the premises for extended periods of time. All garbage and refuse shall be disposed of in a timely manner in trash receptacles provided by the City of Auburn.
10. No signs, notices or advertisements shall be attached or displayed by tenants on or about the premises with permission. Call Michael Parks at 770-963-4002 x 230 for more information on banners and signs.
11. The following items shall not be considered as natural wear and tear to the premises, but shall be considered as damage to the premises and subsequently the cost of repair will be deducted from any security deposit.
 - A. Holes in walls and woodwork.
 - B. Careless care of paint in the Shop.
 - C. Spray painting or marking on interior/exterior walls.
 - D. Damage to utility pipes, wiring, plumbing, light fixtures, or any other fixture or appurtenances, walls floors or ceilings.
 - E. Damage done to seeded area and shrubs around apartment such as digging, uprooting, trampling, etc...
 - F. Water damage caused by overflow of sinks or by failure to close windows or doors during inclement weather, thereby exposing interior of shops to elements.
 - G. Broken windows/glass: windows, storm windows, storm doors, etc...
 - H. Failure of tenant to regularly clean and maintain floor.
12. Tenant shall keep the window glass clean at all times and shall not cover any window in any manner which, in the opinion of Landlord, detracts from the appearance of the building. Tenants shall observe all rules and regulations, which may be hereafter set forth by the landlord in reference to the use of the premises leased/rented here, in addition to these rules and regulations set forth herein. Landlord reserves the right, at their sole option, to amend or revoke any of these rules or regulations, in and all such amendments, revocations, or new rules and regulations shall become a part of this lease/rental agreement as of their effective date. Violation of these rules or regulations, or any part of them, by the tenant will be just cause for the landlord to invoke the remedies enumerated in the lease/rental agreement in regards to these rules and regulations or to declare a forfeiture of the lease/rental agreement as in any case of forfeiture. Any notice as to amending or revoking any of these rules or regulations in whole or in part, or to adopt new ones, shall be effective upon notice of same being sent to the tenant by the landlord in the form as set forth in this lease/rental agreement for serving of notices by landlord on tenant.
13. If for any reason you get locked out of your shop and a property manager has to open the house, there will be a \$50.00 charge during regular business hours and \$100.00 for after hours and weekends. If you request a complete lock change, the fee is \$25.00 per lock and \$35.00 an hour for labor. After hours, charges will double.