



by the L.L.C. or its designee, as well as the grounds and lands surrounding the Premises.

**2. TERM AND LEASE AMOUNT.**

The term of this Agreement shall be for three (3) years commencing from the date of signature of this Agreement. The lease amount shall be set at the sum of Six Hundred Sixteen Dollars and Sixty-Six Cents (\$616.66) per month payable within ten (10) days of the first day of each month. The County may elect to pay the lease amount in yearly installments of Seven Thousand Four Hundred Dollars (\$7,400.00), with the first installment payable upon commencement of the lease and the remaining installments due at the anniversary date of the lease. Payment under this lease shall be the responsibility of the County.

This Lease and Use Agreement shall renew annually unless either the County or the L.L.C. has given written notice of termination to the other at least thirty (30) days prior to the expiration of this lease agreement date. Upon mutual agreement of all parties, this lease may be terminated with thirty (30) days' notice.

**3. USE OF THE PREMISES.**

All parties agree that the Premises shall be leased by the County and used by D.J.J. for administrative purposes in accordance with the mission of the agency. D.J.J. shall comply with all laws, ordinances, regulations, or orders now in effect or hereafter enacted or passed during the term of this Agreement. D.J.J. shall not engage in any activity that would suspend the real property tax exemption provided to the L.L.C. under S.C. Code Ann. § 12-37-220(b)(18) (Law. Co-op. 1976, as amended).

**4. REPAIRS.**

D.J.J. covenants that during its occupancy of the Leased Premises it will maintain the Leased Premises, in good order. It is fully understood that the L.L.C. and Piedmont Technical College have

the right to enter the Leased Premises, at any reasonable time, to inspect the condition of the premises, make repairs, and to take whatever steps are necessary to protect same. Upon termination of this Lease, D.J.J. will cease occupancy and surrender the Leased Premises to L.L.C. in as good condition as received, except for ordinary wear and tear. D.J.J. shall promptly notify Piedmont Technical College when repairs are needed and provide documentation of the issue.

**5. INSURANCE.**

D.J.J. shall maintain during the entire term of this Agreement, at its expense, public liability insurance covering D.J.J.'s operations on the Premises and the use and occupancy of the same, including any casualty insurance covering D.J.J.'s property upon the Premises, in a company or companies licensed to do business in the State of South Carolina, including the Insurance Reserve Fund of the Budget and Control Board, under policies in form reasonably satisfactory to the L.L.C., naming the L.L.C. as a lost payee. The policy or policies representing such coverage shall contain a provision that they may not be cancelled without first giving the L.L.C. ten (10) days prior written notice. A duplicate copy of the policy or policies, or a certificate of such insurance coverage, shall be delivered to the County and the L.L.C. Executive Director prior to the execution of this Agreement.

D.J.J. agrees that it will be responsible for any and all claims, demands, damages, liabilities and costs brought against it which directly or indirectly result from, or arise in connection with, any negligent act or omission of D.J.J., its agents, or employees, pertaining to its activities and obligations under this Agreement. Likewise, the L.L.C. agrees that it will be responsible for any and all claims, demands, damages, liabilities and costs brought against it which directly or indirectly result from, or arise in connection with, any negligent act or omission of the L.L.C., its agents, or employees, pertaining to its activities and obligations under this Lease.

D.J.J. shall hold County harmless for any above referenced claims and shall indemnify County for all damages suffered by County due to claims or damages outlined above or in Paragraph 6 of this Lease.

D.J.J. shall at all times during the term of this Lease maintain, with insurers authorized to do business in the State of South Carolina, fire insurance with extended coverage for the Premises in an amount not less than the actual replacement cost, including the cost of debris removal. A duplicate copy of said policy shall be delivered to L.L.C. at least ten (10) days prior to the expiration date of the preceding policy.

## **6. COMPLIANCE WITH ENVIRONMENTAL REGULATIONS**

As an inducement to the L.L.C. to enter into this Lease, D.J.J. represents and warrants to the L.L.C. and agrees with L.L.C. and L.L.C.'s successors and assigns, as follows:

D.J.J. will not violate, in connection with its occupancy, use, maintenance or operation of the Leased Premises and the conduct of the business related thereto, any applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, codes, licenses and permits of any and all governmental authorities relating to environmental matters, including by way of illustration and not by way of limitation, (a) the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, and the Toxic Substances Control Act; and, (b) all other applicable environmental requirements; and, (c) any and all amendments or extensions thereof. No hazardous or toxic materials, substances, pollutants, contaminants or wastes will be released during the term of this Lease into the environment in violation of any law or governing rule or regulation, or deposited, discharged, placed or disposed of at or on the premises, nor shall the premises be used at any time by any person as a waste disposal site.

**7. GENERAL PROVISIONS.**

The captions appearing in this Lease are inserted only as a matter of convenience and in no way amplify, define, limit, construe or describe the scope or intent of such sections of the Lease.

The printed provisions of this Lease and Use Agreement were drawn together by the County, D.J.J. and L.L.C., so that this Lease and Use Agreement shall not be construed for or against the County, L.L.C. or D.J.J., but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

Nothing herein contained shall be construed as creating any relationship between the parties nor cause either party to be responsible in any way for the acts, debts or obligations of the other.

Time is of the essence of this Lease, but no delay or failure of either party to exercise any right hereunder or to insist upon strict compliance with the terms and provisions hereof shall constitute a waiver of any right hereunder or a waiver of the right thereafter to insist upon strict compliance with the terms and provisions hereof.

This Lease and Use Agreement expresses the entire understanding of the parties.

This Lease and Use Agreement is binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the County, D.J.J. and the L.L.C. have duly executed this

Lease and Use Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

Edgefield County ("County")

\_\_\_\_\_  
It's Manager or Designee

SC Department of Juvenile Justice ("D.J.J.")

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

It's Manager or Designee

PTCF – Edgefield Properties, L.L.C. (“L.L.C.”)

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It's Manager or Designee