

STATE OF SOUTH CAROLINA)
)
COUNTY OF SALUDA)

ORDINANCE NO. 10-20

AN ORDINANCE TO ENTER INTO A LEASE CONTRACT WITH RALPH SHEALY, DBA, SALUDA STANDARD SENTINEL, FOR TEMPORARY OFFICE SPACE AT THE SALUDA COUNTY ANNEX BUILDING

WHEREAS, Saluda County owns the Saluda County Annex Building, and

WHEREAS, Ralph Shealy, dba Saluda Standard Sentinel, needs temporary office space to only insert advertising material in papers; and

WHEREAS, In order to contract with Ralph Shealy, dba Saluda Standard Sentinel, it is necessary to enter into a lease for the temporary use of an office at the Saluda County Annex Building.

NOW, THEREFORE BE IT ORDAINED, by the Saluda County Council that the lease attached hereto as Exhibit 1 between Saluda County and Ralph Shealy, dba Saluda Standard Sentinel be adopted and the temporary office space described therein be leased to Ralph Shealy, dba Saluda Standard Sentinel.

DONE IN COUNCIL DULY ASSEMBLED AND BY THE AUTHORITY OF SAME.

ATTEST:

SALUDA COUNTY COUNCIL

Karen T. Whittle
Clerk to Council

BY: _____
Raymond G. Strawbridge
Its Chairman

First Reading:
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT I

DRAFT

LEASE OF PROPERTY

This Lease of Property (“Property”) between Saluda County (“Lessor”), and Ralph Shealy, an individual residing in Saluda, South Carolina, dba Saluda Standard Sentinel, (“Lessee”), is made effective this ___ day of _____, 2020 (the “Effective Date”).

SECTION ONE – BASIC LEASE TERMS

1.01. **Leased Property.** Subject to the terms and conditions hereafter expressed, Lessor hereby leases to Lessee the following real property (the “Leased Property”), to wit:

One room at the rear right hand side of the County Annex Building located on South Main Street, Saluda South Carolina.

1.02. **Term.** The term of the Lease shall be from the Effective Date until April 30, 2021, (the “Term”).

1.03. **Rent.** Lessor agrees to lease the Leased Property to Lessee for the Term of this Lease for a total amount of \$25.00 per month (the “Rent”). Rent shall be due and payable on _____, 2020, and the first of each month thereafter.

1.04. **Right to Withdraw Property.** Lessor reserves the unilateral terminate the lease if, in Lessors sole discretion, there is a County need for the leased space.

SECTION TWO – CARE OF PROPERTY

2.01. Lessee shall use the Leased Property in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, use of and maintenance of the Leased Property. Leased Property shall be used only for the purpose of collating add inserts into newspapers. Only Ralph Shealy is allowed on the leased premises for this purpose.

SECTION THREE – RISK OF LOSS OR DAMAGE

3.01. Lessee hereby assumes all risk of loss of and damage to the Leased Property from any cause.

SECTION FOUR – INSURANCE

4.01. Lessee shall provide an adequate amount of General Liability Insurance covering the Lease Property.

SECTION FIVE – INDEMNITY OF LESSOR

5.01. Lessee agrees to indemnify and hold Lessor harmless of and from any and all claims of any kind or nature arising from Lessee's use of the Premises during the Term hereof, and Lessee hereby waives all claims against Lessor for damage to goods, wares, merchandise or for injury to persons in and upon the Leased Property from any cause whatsoever.

SECTION SIX – ASSIGNMENT

6.01. Lessor's Right to Assign. Lessor may assign, transfer, pledge or hypothecate this Lease, the Leased Property or any part thereof, or any interest therein, without the consent of the Lessee.

6.02. Lessee's Right to Assign. Without the prior written consent of the Lessor, Lessee shall not (a) assign, transfer, pledge or hypothecate this lease, the property or any part thereof, or any interest therein; (b) sublet or lends the property or any part thereof, with the exception listed below; or (c) permit the property or any part thereof to be used by anyone other than Lessee or Lessee's employees.

SECTION SEVEN – LESSOR'S RIGHT TO ENTER

7.01 Lessor shall at all times have the right to enter the Leased Property.

SECTION EIGHT – TAXES

8.01 Lessor shall pay all property taxes now and hereafter owing on the Leased Property.

SECTION NINE – MAINTENANCE OF THE PROPERTY

9.01 The Lessee shall maintain the leased property in a clean and habitable condition. At no time will any paper, boxes, trash or any other type of material be allowed to accumulate in the leased property.

SECTION TEN — DEFAULT OR VIOLATION

11.01. Lessor may terminate this lease at any time for any reason.

SECTION ELEVEN – CHOICE OF LAW

12.01 This Lease shall be governed by and construed under the laws of the State of South Carolina.

In witness whereof, the parties have executed this Lease effective the day and year first above written.

SIGNATURE PAGE TO FOLLOW

DRAFT

WITNESSES:

SALUDA COUNTY

Karen T. Whittle, Clerk to Council
Saluda County

Raymond G. Strawbridge
Its Chairman

Ralph Shealy

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