

RESOLUTION NO. 29902

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT, IN SUBSTANTIALLY THE FORM ATTACHED, WITH DEW EDNEY, LLC, FOR OFFICE SPACE IN SUITE 905 OF THE EDNEY BUILDING, 1100 MARKET STREET, FOR A TERM OF FIVE (5) MONTHS, AT THREE THOUSAND DOLLARS (\$3,000.00) PER MONTH, FOR THE OCCUPANCY OF APPROXIMATELY ONE THOUSAND EIGHT HUNDRED FORTY-SEVEN (1,847') SQUARE FEET OF SPACE FOR USE BY THE OFFICE OF YOUTH AND FAMILY DEVELOPMENT FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM, FOR A TOTAL PROJECT COST OF FIFTEEN THOUSAND DOLLARS (\$15,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, that it is hereby authorizing the Mayor to enter into a Lease Agreement, in substantially the form attached, with Dew Edney, LLC, for office space in Suite 905 of the Edney Building, 1100 Market Street, for a term of five (5) months, at \$3,000.00 per month, for the occupancy of approximately 1,847 square feet of space for use by the Office of Youth and Family Development for the Low Income Home Energy Assistance Program, for a total project cost of \$15,000.00.

ADOPTED: April 30, 2019

/mem

LEASE

THIS LEASE is made and entered into as of this _____ day of _____, 2019 by and between **DEW EDNEY, LLC**, P.O. Box 1678, Chattanooga, TN 37401 ("Owner"), and the **CITY OF CHATTANOOGA**, a Tennessee municipal corporation with an address at 101 E. 11th Street, Chattanooga, TN 37402 on behalf of its Department of Youth and Family Development ("Tenant").

The following stipulations are hereby declared to be conditions of this Lease, and shall, unless otherwise expressly stated, be applicable at all times throughout the term of this Lease and any extensions thereof, and are mutually agreed upon:

1. **PREMISES:** Subject to all the terms, provisions and conditions herein contained Owner hereby leases to Tenant and Tenant hereby rents from Owner office space in the **Edney Building ("Building") being Suite 905, 1100 Market Street, Chattanooga, Tennessee 37402** shown on Exhibit A (the "Premises") being 1,847± SF of rentable space. In the event the Premises becomes unavailable for any reason, Owner shall have the right to relocate Tenant, at Owner's expense, to any other available space in the Building of substantially equal size and area and at the same rental as is set forth in this Lease.

2. **TERM:** The original term of this Lease shall commence on **May 1st, 2019** and shall expire on **September 30th, 2019** or on such earlier date upon which the Base Term shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this Lease or pursuant to law. If Tenant decides to extend lease for a longer term, Tenant shall notify Landlord sixty (60) prior to the expiration of this lease to secure the suite.

3. **RENT:** Tenant shall pay to Owner monthly rent in the amount of Three-Thousand Dollars (\$3,000.00) in advance on the first (1st) day of each month during the lease term. Owner shall have the right to adjust the rent upon thirty (30) days' written notice, provided, however, that the percentage increase shall not exceed the amount of three percent (3%) per calendar year. Rent to be remitted to Owner as follows: DEW EDNEY, LLC, in the form of mailed check or online through tenant portal of Appfolio. Rent shall be considered late after the fifth (5th) day of each month, and Owner reserves the right to charge late fees and/or withhold services if rent is late.

4. **SECURITY DEPOSIT:** As security for the performance of Tenant's obligations, Tenant shall deposit with Owner the sum of Three-Thousand Dollars (\$3,000.00) for first month's rent in lieu of a security deposit, upon execution of this Lease.

5. **UTILITIES, TAXES AND INSURANCE:** Owner shall pay the cost of utilities serving the Premises. Owner shall pay all real property taxes, assessments and governmental levies on the Premises. Owner shall pay all casualty and liability insurance on the Premises. Tenant shall be solely responsible for obtaining and maintaining, at Tenant's expense, fire, casualty and theft insurance covering Tenant's personal property placed or stored on the Premises.

6. USE OF PREMISES: No part of the Premises shall be used in any manner that violates the laws of the United States or Tennessee or any other applicable ordinance, regulation or law. Tenant shall comply with rules and regulations prescribed by the Owner applicable to the Premises. Tenant shall have the right to use the following amenities:

Shared kitchen
Conference Room
24-hour access via key card
Use of Game Room
Access to Rooftop

7. RIGHT OF ACCESS: Tenant shall permit Owner and Owner's agents to enter and examine the Premises, or to show the Premises to persons wishing to rent or purchase the same, or to make proper repairs or alterations.

8. MAINTENANCE AND REPAIRS: Tenant shall at Tenant's expense keep the Premises clean, neat and free of all trash or rubbish in a manner consistent with other similarly situated properties. Tenant shall immediately notify Owner of any defects, dilapidations, or dangerous conditions on the Premises. Owner shall maintain and keep in good repair the interior and exterior of the Premises.

9. FIRE OR CASUALTY DAMAGE; CONDEMNATION: If the Premises are (i) damaged or destroyed by fire or casualty, (ii) condemned and ordered to be torn down by properly constituted governmental authorities, or (iii) wholly or partially taken by right of eminent domain, to an extent that Tenant's use of the Premises is substantially impaired, the Tenant may immediately vacate the Premises. In the event of a taking as described in (iii) above, Tenant shall not be entitled to any part of any award that may be made for such taking nor to any damages thereof.

10. SURRENDER: Tenant shall surrender possession of the premises to Owner upon the termination of the Lease, in a state of order and repair as good as on the commencement of the Lease, reasonable wear and tear and damage from casualty excepted. Tenant shall remove all of Tenant's personal property at Tenant's expense. If Tenant causes any damage to the Premises in removing Tenant's property, Tenant shall pay for all repairs.

11. DEFAULT: Should Tenant violate any term or condition of this Lease and fail to cure the violation within fourteen (14) days, Owner shall then have the right to terminate this Lease; provided, however, that any such termination shall not bar Owner's right of recovery of rent or damages for breach of this Lease, nor shall the receipt of rent after breach of this Lease be deemed a waiver nor estop Owner from terminating this Lease and/or recovering damages. If Tenant shall at any time be in default hereunder, and if Owner shall deem it necessary to engage attorneys to enforce Owner's rights hereunder, Tenant shall reimburse Owner for the reasonably expenses incurred thereby, including but not limited to court costs and reasonable attorney's fees.

12. ASSIGNMENT; SUBLETTING: Tenant may not sublet the Premises or assign this Lease without the prior written consent of Owner, which Owner may withhold in its sole discretion.

13. RIGHT TO MORTGAGE: Owner may encumber the Premises by deed of trust or otherwise, and upon such terms and conditions as Owner may desire, and any such deeds of trust so given shall be superior to this Lease and the rights of Tenant herein.

14. NOTICES: Any written notice required by this Lease shall be deemed to be given if delivered personally or mailed by registered or certified mail to the parties at the addresses listed below, or such other address provided by a party pursuant to this paragraph. A notice hereunder shall be effective two (2) days after being postmarked and placed in the U.S. Mail or on the date delivered personally.

If to Owner:

Dew Edney, LLC
P.O. Box 1678
Chattanooga, TN 37401

If to Tenant:

City of Chattanooga
Attn: Real Property of ECD
101 E. 11th Street, Suite G4
Chattanooga, TN 37402

Copy to:

City of Chattanooga
Office of the City Attorney
100 E. 11th Street, Suite 200
Chattanooga, TN 37402

15. GENERAL: This Lease constitutes the entire agreement between the parties and no oral statement shall be binding. This Lease shall inure to the benefit of and shall be binding upon the heirs, legatees, legal representatives, and successors and assigns of the parties, subject to all the terms, conditions and contingencies set forth. Failure of Owner to insist upon strict compliance with the terms of this Lease shall not constitute a waiver of any violation. If any provision of this Lease is invalid under applicable law, such provision shall be ineffective to the extent of such invalidity only, without invalidating the remainder of this Lease.

IN WITNESS WHEREOF, the Owner and Tenant have caused this Lease to be executed the day and date first above written.

OWNER:

DEW EDNEY, LLC

By: _____

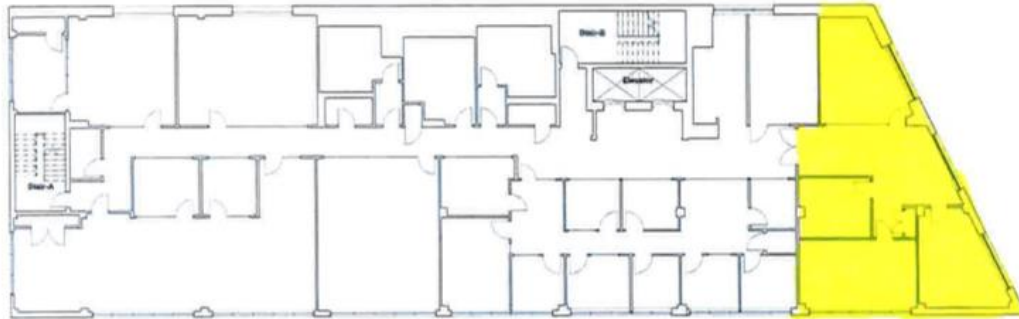
TENANT: CITY OF CHATTANOOGA

By: _____

ANDY BERKE

Mayor

Exhibit A



KNOW
YOUR
SPACE

info@knowyourspace.com
www.knowyourspace.com
Chattanooga TN

URBAN STORY
VENTURES



The Edney
Innovation
Center

LEVEL 9 - Suite 905: 1,846.9 SF

Project number	10-4-002	A109A
Date	11/05/2018	
Drawn by	CW & JO	
Checked by	PS	
Scale 1/16" = 1'-0"		

30.11.2018 2:58:44