

ORIGINAL  
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ORDINANCE NO.: 2024-001

*Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and One Columbia for Arts and Culture for 932 square feet of office space located at Taylor Street Garage, 1600 Assembly Street*

BE IT ORDAINED by the Mayor and City Council this 6<sup>th</sup> day of February, 2024, that the City Manager is hereby authorized to execute the Lease Agreement between the City of Columbia and One Columbia for Arts and Culture for 932 square feet of office space located at Taylor Street Garage, 1600 Assembly Street, or in a form to be approved by the City Attorney, between the City of Columbia and One Columbia for Arts and Culture, for the terms and conditions therein contained.


Requested by:

Assistant City Manager Gentry

Approved by:

  
City Manager

Approved as to form:

  
City Attorney

  
Mayor

ATTEST:

  
City Clerk

Introduced: 1/23/2024

Final Reading: 2/6/2024

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF RICHLAND         )

LEASE AGREEMENT

This Lease Agreement made this \_\_\_\_\_ day of January, 2024, by and between City of Columbia (“Landlord”) and One Columbia for Arts and Culture (“Tenant”).

In consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Landlord hereby demises and rents to Tenant and Tenant hereby leases from Landlord 932 square feet of office space located at Taylor Street Garage, 1600 Assembly Street, Columbia, SC 29201, described below upon the terms, covenants and conditions hereinafter contained.

1.     **Leased Premises.** The leased premises known as 932 square feet of office space located at Taylor Street Garage, 1600 Assembly Street, Columbia, SC 29201, in the City of Columbia, County of Richland, State of South Carolina (hereinafter referred to as “Premises”).
2.     **Term.** The term of this Lease shall be five (5) years beginning on the date that possession of the office space is provided to the Tenant.
3.     **Renewal Option.** This lease is renewable upon written consent and agreement by both parties.
4.     **Rental Amount.** The office space shall be leased at no charge to the tenant.
5.     **Materials and Supplies.** Tenant shall provide for their own office material and supplies.
6.     **Furniture and equipment:** Office furniture is the property of the landlord (i.e, desk, bookshelf, chairs, phone and printer) and must remain in good condition throughout term of lease. Any items/equipment that the City leaves in the facility is the property of the City. One Columbia can provide an itemized list of all items they wish to remain at the facility and the City can remove any item that is not necessary for the function of the facility.

Tenant, at its sole cost and expense, shall comply with and shall cause the premises to comply with all federal, state and local statutes, laws, regulations and ordinances and shall be

responsible for obtaining all required permits and certificates necessary to conduct its business in the premises.

Tenant covenants and agrees to perform all obligations on its part to be performed hereunder including, without limitation, the obligation, to conduct its business on the premises in a dignified manner and to maintain the premises in a clean and orderly condition. Failure of Tenant to perform its obligations as aforesaid shall give Landlord the right to terminate Lease Agreement if Tenant shall not have commenced compliance with the written notice of Landlord within twenty-four (24) hours after receipt thereof and, upon such termination of Lease, Landlord may reenter the premises and shall have no further obligations hereunder.

In the event of an uncured breach of any of the covenants or provisions hereof, Tenant shall have, in addition to the remedies above, the right to invoke any remedy available at law or in equity.

7. **Termination.** Notwithstanding any other provision in this lease, either party may terminate this lease upon thirty (30) days written notice to the other party. Upon such termination, neither party shall have any further obligation to the other party and this lease shall be null and void.

Landlord: City Manager  
City of Columbia  
P.O. Box 147  
Columbia, SC 29217

Tenant: One Columbia for Arts and Culture  
1013 Duke Avenue  
Columbia, SC 29203

Either party may designate a different address for receipt of notices by written notification to the other party. Any notice under this lease shall be deemed to have been given at the time it is placed in the mail with sufficient postage prepaid.

8. **Entire Agreement.** The parties further agree that this written lease expresses the entire agreement between the parties and may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of such change is sought. All prior negotiations and representations of the parties are merged herein and are void and unenforceable unless contained in this agreement.

9. **Captions.** The captions contained herein are for convenience and reference only and shall not be deemed as part of this lease or construed in any manner to limit or amplify the terms and provisions of this lease to which they relate.

10. **Utilities.** One Columbia agrees to arrange for and pay all services for any and all utilities required by the tenant for their specific use of the Premises. In no event shall the landlord be liable for any interruption or failure in the supply of any utility or services.

11. **Maintenance and Repair by Landlord.** The landlord shall be responsible for the costs of maintenance and repair of the following components of the Premises.

- a) Structure of the Premises
- b) HVAC replacement and maintenance
- c) Exterior lighting
- d) The Landlord will provide the Tennant with four keys to the facility that are restricted and cannot be duplicated without consent of the Landlord.

12. **Maintenance, Repair, and Services by Tennant.** The tenant shall be responsible for the costs of maintenance and repair of the following components of the Premises.

- a) The tenant shall be responsible for the maintenance and repair of all remaining components of the Premises.
- b) The tenant shall be responsible for all specialty services needed. Including, but not limited to janitorial services, pest control, solid waste removal, and parking.
- c) The City of Columbia is not aware of any mold or asbestos at this facility. Should any demolition be required this must be approved prior to construction and all material must be tested to confirm there is no asbestos or mold present.
- d) There are no parking spaces allotted with this leased space. Tennant would need to make any parking arrangements as required.

13. **Liability Insurance.** During the full term of this Agreement or any renewal or extension thereof, One Columbia shall, at its sole expense, procure and maintain in full force Public Liability Insurance (Comprehensive General Liability or Commercial General Liability) including Contractual Liability Insurance, with a combined personal injury and property damage limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate, insuring against all liability of the tenant and its representatives arising out of and in connection with the tenant's use or occupancy of the Premises. Said insurance policy shall name the City of Columbia as an additional insured, and the policy shall provide that it not be canceled for any reason unless and until the landlord is given thirty (30) days' notice in writing by the insurance company of the pending cancellation. Tenant's insurance company shall provide the landlord with a certificate of insurance indicating the terms and condition of the policy.

14. **Tenant's Licenses, Personal Property Taxes and Insurance.** Tenant shall be responsible for the payment of its business license fees and costs, and any and all taxes and assessments on its personal property, which it locates within the Premises, including, but not limited to furniture, fixtures, equipment, and merchandise. Tenant shall carry, at its own expense, insurance to cover all of its personal property, including, but not limited to, trade fixtures, and equipment, and merchandise and art exhibits located on or within the Premises. All of the tenant's personal property on or within the Premises shall be and remain at the tenant's sole risk, and the landlord shall not be liable whatsoever for and damages, loss, or casualty of such property, unless caused by the willful acts or misconduct of the landlord.

15. **Right of Entry.** The landlord and its agents may, after giving tenant's manager prior notice and provided they are, at tenant's option, accompanied by a representative of the tenant, enter the Premises at any reasonable time for the purpose of inspecting the leased office space, performing its obligations under this Agreement, performing any work which the landlord elects to undertake for the safety and preservation, benefit or welfare of the Premises or its occupants, for performing any work which the landlord elects to undertake made necessary by reason of the tenant not fulfilling this Agreement.

Except for negligence on the part of the landlord, the tenant shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage of the tenant by reason of making such inspections, visits, repairs or the performance of any such work, so long as such actions on the landlord's part are not unreasonable.

16. **Assignment.** Neither party shall have the right to assign its rights or obligations under this Agreement.

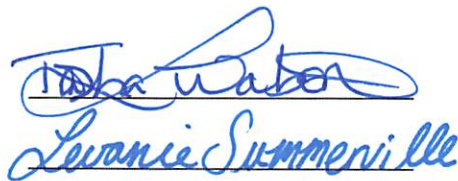
17. **Liability, Indemnity and Hold Harmless.** Except in the case of injury or damage due to negligent actions, omissions, or willful misconduct of, or breach of any representation, warranty, or obligation hereunder by the landlord, its agents, employees, or invitees, the tenant shall indemnify the landlord and the landlord's agents and hold them harmless from and against any and all claims, actions, damages, liability and expense, including reasonable court costs and attorney's fees, in connection with loss of life, personal injury and/or damage to the tenant's property arising from or out of the occupancy or use by the tenant of the Premises or occasioned wholly or in part by any act or omission of the tenant, its agents, contractors, visitors, customers, vendors, invitees, or employees.

18. **Quiet Possession.** It is understood and agreed that subject to the terms of this Agreement, and to all covenants, additions, easements, and liens of record, the tenant, performing and observing the covenants hereof, may peacefully use and enjoy the Premises throughout the duration of the Agreement without any interruption by the landlord, its successors or assigns.

19. **Authorization.** Each individual executing this Agreement on behalf of a corporation or partnership represents and warrants that he or she has been authorized to do so by such entity.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals:

WITNESSES:

  
Levanie Summerville

**LANDLORD:** City Manager  
City of Columbia  
P.O. Box 147  
Colombia, S.C. 29217

APPROVED AS TO FORM  
  
Legal Department City of Columbia, SC  
12/20/2023

By:   
Its: City Manager



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

WITNESSES:

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

**TENANT:** One Columbia for Arts and Culture  
1013 Duke Avenue  
Columbia, SC 29203

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

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