

March 23, 2021- 1st Reading
April 13, 2021 – Presented for Approval

1 **2021-19 (2nd READING): TO AUTHORIZE THE CITY MANAGER TO EXECUTE**
2 **LEASE AGREEMENTS FOR CERTAIN CITY-OWNED PROPERTIES KNOWN**
3 **AS CHARLIE’S PLACE BUSINESS INCUBATOR UNITS AS PART OF THE**
4 **CHARLIE’S PLACE BUSINESS INCUBATOR PROGRAM.**

5 **Applicant/Purpose:** Staff / to authorize the City Manager to execute lease agreements and
6 subsequent lease renewals for city-owned properties known as Charlie’s Place.

7
8 **Brief:**

- 9 • Section 5-7-260 of the S.C. Code of Laws lists acts of municipal government that are required
10 by law to be done by ordinance.
11 • Those acts of the municipal council shall be by ordinances which:
12 (1) Adopt or amend an administrative code or establish, alter or abolish any municipal department:
13 office or agency;
14 (2) Provide for a fine or other penalty or establish a rule or regulation in which a fine or other
15 penalty is imposed for violations;
16 (3) Adopt budgets, levy taxes, except as otherwise provided with respect to the property tax levied
17 by adoption of a budget, pursuant to public notice;
18 (4) Grant, renew or extend franchises;
19 (5) Authorize the borrowing of money;
20 (6) Sell or lease or contract to sell or lease any lands of the municipality; and
21 (7) Amend or repeal any ordinance described in items (1) through (6) above.
22 • In matters other than those referred to in this section council may act either by ordinance or
23 resolution.
24 • No changes since 1st reading.

25
26 **Issues:**

- 27 • None. This ordinance complies with the provisions of S.C. Code Section 5-7-260.
28

29 **Public Notification:** Normal meeting notification.

30
31 **Alternatives:**

- 32 • Modify proposed ordinance
33 • Deny ordinance
34

35 **Financial Impact:** Current monthly rent per unit is \$250.00
36

37 **Manager’s Recommendation:**

- 38 • I recommend 1st reading (3/23/2021)
39 • I recommend approval (4/13/2021).
40

41 **Attachment(s):** Proposed Ordinance

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

**CITY OF MYRTLE BEACH
COUNTY OF Horry
STATE OF SOUTH CAROLINA**

**TO AUTHORIZE THE CITY MANAGER TO
EXECUTE LEASE AGREEMENTS FOR CERTAIN
CITY-OWNED PROPERTIES KNOWN AS
CHARLIE'S PLACE BUSINESS INCUBATOR
UNITS AS PART OF THE CHARLIE'S PLACE
BUSINESS INCUBATOR PROGRAM**

WHEREAS, in 2002, the City of Myrtle Beach, with the encouragement of the community, purchased the property known as Charlie's Place for the purpose of preserving the significance of its history; and

WHEREAS, the City of Myrtle Beach recently completed a multi-year renovation of Charlie's Place to provide educational, social, and entrepreneurial opportunities for the community; and

WHEREAS, City Council has determined that it is in the best interest of the City and its citizens to lease some of the newly renovated units for use as part of the City's Business Incubator Program.

NOW, THEREFORE, BE IT ORDAINED by the governing body of the City of Myrtle Beach, in Council duly assembled, and by the authority of the same, that the City Manager is hereby authorized to execute lease agreements, and any subsequent lease renewals, at the rate and terms contained therein for certain properties known as Charlie's Place Business Incubator Units as part of the Charlie's Place Business Incubator Program.

This ordinance shall become effective upon its adoption.

BRENDA BETHUNE, MAYOR

ATTEST:

JENNIFER ADKINS, CITY CLERK

1ST READING: 3-23-2021
2ND READING: 4-13-2021



CHARLIE'S PLACE

MUSEUM & BUSINESS INCUBATORS

LEASE AGREEMENT

THIS AGREEMENT made this _____, day of _____, by and between the City of Myrtle Beach herein called "Landlord," and Jay Burgess, herein called "Tenant", currently residing at (address) 36 Foxcroft Lane, Myrtle Beach, South Carolina 29577 (contact #) 843-267-3818.

1. Premises

Landlord hereby agrees to rent to Tenant and Tenant hereby agrees to lease from Landlord the premises known as: Charlie's Place Unit #6 1440 Carver Street Myrtle Beach, SC 29577 for the purpose of operation a business known as Naomi Productions as part of the City's business incubator program.

2. Term

Tenant understands this space is being leased as part of the City's business incubator program and the maximum potential lease duration is 36 months. The initial term of the lease is for 12 months beginning on May 1, 2021 with the option to renew for 2 additional 12 month terms. Tenant must notify Landlord of intent to renew at least 60 days prior to lease expiration. Option to renew is at the sole discretion of Landlord.

3. Rent

Tenant agrees to pay Landlord as base rent the sum of \$ 250.00 per month, due and payable monthly by the 5th day of each month during the initial term of this agreement. Rent must be received by 5:00 p.m. Tenant understands that the base rent sum for the 2 additional 12 month terms will be adjusted to reflect the current rental rate at the time of renewal.

4. Payment of Rent

Monthly rent payments may be paid by check or cash at the City's Services Building located at 921 N. Oak St. Myrtle Beach, SC 29577 during normal business hours.

5. Late Collection Fee

If rent is not received by the 5th of each month by 5:00 p.m., a thirty-five dollar (\$35) late fee will be added to that month's rent.

6. Bad-Check Servicing Charge

In the event the Tenant's check is dishonored, Tenant agrees to pay as additional rent the sum equal to thirty-five dollars (\$35) for each occurrence. This amount shall be in addition to all late fees, if check is not

paid prior to the 5th of the month. If, for any reason, a check is returned or dishonored, Landlord may require that all future rent payments will be cash or money order.

7. Security Deposit

The Tenant has deposited, and the Landlord acknowledges receipt of, two hundred dollars (\$200.00) as a security deposit. This security deposit is to guarantee the return of the premises to the Landlord in the same or better condition as when accepted by the Tenant, reasonable wear excepted, and to satisfy any obligations of the Tenant originally unfulfilled at the termination of this Lease Agreement, as specified herein. Satisfactory compliance with this section includes removing all trash and belongings of the Tenant. If any provision of this Lease Agreement is violated, the Security Deposit is forfeited.

The security deposit may not be applied by the Tenant as and for payment of any rent due the Landlord. Should the Tenant be responsible for damage and/or loss of value to the premises greater than the value of the security deposit, the Tenant hereby agrees to reimburse the Landlord for such loss immediately upon the presentation of a bill for said damage and/or loss.

The Landlord shall return the balance of said security deposit, if any, to the Tenant at the Tenant's forwarding address, upon vacating, return of keys to the Landlord and termination of this agreement according to other terms herein agreed. The deposit will be returned within thirty (30) days after the Tenant vacates the premises, along with an itemized statement as to the deductions, if any, from said security deposit. The security deposit must be paid in full prior to Tenants moving into building.

8. Condition of Premises

Tenant has examined the premises and is familiar with and accepts its present condition. If there is anything about the condition of the property that is not acceptable to Tenant, Tenant agrees to report it to Landlord within 3 days of taking possession of the property. Tenant agrees that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

9. Use of Premises

Tenant agrees to use the premises only as a commercial space as presented to the City in the application for his/her business. By no means may Tenant allow any additional persons to occupy premises beyond limit proposed by applicable law. Pets or animals may not be kept on the premises without Landlord's written permission. Tenant agrees to assume all responsibility for actions taken by any person entering the property. Landlord will hold Tenant solely responsible for all damages to property or for violations against this lease agreement.

10. Business Hours and Hours of Operation

Tenant agrees to provide Landlord with a schedule of business operating hours and abide by those hours. Tenant agrees that in no case shall business operating hours be earlier than 6:00 a.m. or later than 9:00 p.m.

11. Occupancy

Tenant agrees to maintain the commercial space as follows:

1. Comply with all obligations primarily imposed upon Tenant by applicable provisions of building codes materially affecting health and safety.
2. Keep the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit.
3. Dispose from the unit all rubbish, garbage, and other waste in a clean and safe manner and as described under the Solid Waste Collection provision of this agreement.
4. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in the premises.

5. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so.

Tenant acknowledges and agrees that overnight accommodations, alcohol consumption and food preparations are not allowed.

Tenant warrants that he/she will meet above conditions in every respect and acknowledges that failure to comply with the obligations herein stipulated will be considered grounds for termination of this agreement and loss of any or all deposits.

12. Alterations

Tenant shall make no alterations, additions, improvements, or rewiring in or to the leased premises without the consent of Landlord. Any alterations or improvements upon the premises, made by either party, shall become the property of the Landlord. Fixtures and office furniture shall be installed so as to be readily removable without injury to the premises. Said fixtures and furniture shall be removed from premises at the end of the lease or become part of the premises and property of Landlord.

The Tenant specifically agrees that walls within the leased premises into which tacks, nails, screws and any other fastening devices have been driven or affixed will be restored to their original condition upon termination of this agreement. Tenant also acknowledges that they will pay to repair any damage from water, rain, wind, hail, tornadoes, hurricanes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow of water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc. and any other damage caused by Tenant or Tenant's guest(s).

13. Signs

Tenant shall place no signs, notices, pictures, or advertising matter upon the exterior of the buildings or the grounds at Charlie's Place without prior written consent of Landlord.

14. Tenant Parking

Tenant shall have use of the parking lot for the parking of vehicles owned and operated by the Tenant and/or customers during Tenant's normal business hours.

15. Use of Equipment

The space is rented with use of the following equipment in main building: coffee pot and limited use of copy machine.

Tenant understands that Wi-Fi services will be provided in the main building and may provide limited "guest usage" for Tenant. However, extent of Wi-Fi service capabilities are unknown at this time and Landlord therefore makes no representations or assurances as to the availability of Wi-Fi services.

16. Utilities

Landlord shall pay all charges for electrical and water/sewer service. Tenant understands and accepts that restroom facilities are provided in the main building and jointly utilized by all Tenants, guests and visitors of Charlie's Place.

17. Roof, Pest Control and Termite Alert

Landlord will provide termite and pest control. Tenant agrees to notify Landlord immediately of any roof leaks, water spots, or any pest or termite activity.

18. Solid Waste Collection

Tenant understands that Landlord will provide Tenant with one (1) roll cart container to be serviced one time per week for garbage collection only and is included in the monthly rent. Tenant is responsible for

placing roll cart within 5 feet of the edge of the street pavement no earlier than 6:00 p.m. the day before collection and no later than 6:00 a.m. the day of collection. Roll carts are to be returned to their designated location after collection on the same day not later than 11:00 p.m. Any solid waste collection service needs that exceed one (1) container serviced once per week will be the responsibility of the Tenant. Yard debris and bulk material collection service is not provided.

19. Right of Entry

Landlord without being liable for trespass or damages, shall have the right to enter leased premises during reasonable hours to examine or make repairs, additions or alterations to premises. This right to enter also extends to Landlord's agents, contractors and/or representatives. Landlord, whenever practicable, shall give a 24-hour notice of Landlord's intent to enter the premises.

20. Non-assignment of Rental Agreement

Tenant agrees not to assign this agreement, nor to sub-let any part of the property.

21. Maintenance and Repairs

Landlord shall repair and maintain the foundation, roof, outer walls, HVAC systems, and any structural members of the leased premises. Tenant is responsible for any repairs necessary to maintain the interior of the leased premises as well as all costs to repair damage caused by Tenant or Tenant's, agents, employees, or guest(s) to any of the common areas utilized by Tenant.

22. Rules and Regulations

Landlord reserves the right at any time to make further rules and regulations as in the Landlord's judgement may be necessary for the safety, care, appearance, and cleanliness of the premises.

23. Legal Obligations

Tenant hereby acknowledges that Tenant has a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities it may have. Tenant agrees that Tenant will be fully liable for any back rent owed.

24. Attorney's Cost

If court action is sought by either party to enforce the provisions of the lease agreement, attorney's fees and costs may be awarded to the prevailing party in the court action.

25. Repair policy

The Tenant shall use customary diligence in care of the Premises. The Tenant will be financially responsible for damages directly caused by the Tenant or the Tenant's guest(s).

26. Damage or Destruction of Premises

If premises are totally destroyed by fire or other casualty, this lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by fire or other casualty, rental shall abate in such proportion as use of premises has been lost to Tenant. Landlord shall restore premises to substantially the same condition as prior to damage as speedily as practicable, whereupon full rental shall commence.

27. Damage to Personal Property

All personal property, merchandise, fixtures and equipment placed or moved into the leased premises shall be at the risk of Tenant or the owners of such property, merchandise, fixtures and equipment, and Landlord

shall not be liable for any damages, loss of theft of said personal property, merchandise, fixtures, or equipment, from any cause whatsoever.

28. Release

Tenant hereby releases Landlord and forever waives Tenant's claims against Landlord for any and all claims, causes of action, damages, demands, penalties, and expenses, including reasonable attorney fees and court costs that arise out of this Agreement and/or Tenant's use of the premises. Tenant intends this to be a complete and total release of all claims, whether known or unknown, and this Agreement shall be construed as broadly as the law allows to accomplish this stated intention. Tenant represents and agrees that no legal action of any kind will be taken against Landlord by Tenant in connection with this Agreement and/or Tenant's use of the premises.

29. Indemnity

Tenant shall indemnify, defend and hold harmless Landlord from any and all liabilities, claims, causes of actions, demands, losses, penalties, damages, and expenses arising out of or related to the use and/or misuse of the premises by Tenant or Tenant's agents, employees and/or guests. Tenant shall also indemnify, defend and hold harmless Landlord from any and all claims, causes of actions, demands, losses, penalties, damages, obligations, costs, and liabilities that Landlord may incur or suffer as a result of Tenant's breach of any provision, covenant, or warranty in this Agreement. The indemnity obligations of this paragraph shall include indemnity for reasonable attorney fees and other litigation costs incurred.

30. Key and Lock Policy

Landlord shall provide Tenant with two keys per lock and the Tenant is responsible for accounting for all keys provided or duplicated and shall return all keys of leased premises to the Landlord upon termination or cancellation of this lease. Landlord shall retain a master key or pass key to the premises, including all security locks and systems. Tenant shall not change or install new locks or security systems without written approval from the Landlord.

31. Tenant Cooperation

Tenant agrees to cooperate with Landlord/agent in showing property to prospective Tenant, prior to termination of occupancy.

32. Renter's Insurance

Landlord recommends that Tenant purchase renters insurance at their own expense sufficient to cover themselves and their property from damage or injury caused by fire, theft, burglary, breakage, and electrical connections and hereby relieves the Landlord of all risks that may be insured thereunder. Tenant acknowledges that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

33. Liability Insurance

Tenant shall not carry any stock of goods or do anything in or about the leased premises which will in any way restrict or invalidate any insurance coverage of the leased premises.

Tenant shall keep in full force and effect, at Tenant's expense, commercial general liability insurance insuring against bodily injury, including death, and property damage, in an amount not less than one million (\$1,000,000). Tenant's liability insurance policy shall be endorsed to name the Landlord as an additional insured. Tenant's liability insurance policy shall provide a third party notice of cancellation endorsement by which the insurer agrees that such policy shall not be cancelled except after thirty days written notice to Landlord or its designee and a ten (10) day notice for non-payment of premium. Tenant may not have occupancy to the subject property until the Landlord receives required proof of liability insurance in proper form.

34. Abandonment

If Tenant leaves the premises unoccupied for 30 days without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid, the Landlord has the right to take immediate possession of the property and to bar the Tenant from returning. Landlord will also have the right to remove any property that the Tenant has left behind and store and/or dispose of it at Tenant's expense in accordance with State Law.

35. Disclosure of Landlord Agent

The Landlord, the City of Myrtle Beach, may be represented at various times by its employees or agents, who will carry identification. Landlord's address is: 937 Broadway Street, Myrtle Beach, SC 29577.

36. Contact Information

Tenant agrees to provide Landlord with an up to date phone number, email address, home address, and to notify the Landlord should that contact information change.

37. City, County, or State Violations

Tenant is responsible for paying any and all violation fees issued against the business for non-compliance with local or state violations.

38. Waiver

All rights given to Landlord by this agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

39. Legal Binding

Tenant hereby states that they have the legal right to sign this agreement.

40. Other Requirements

Tenant understands that as part of the Incubator Program they are required to provide the following in order to qualify to lease the space:

- a. A business plan which shows the business is financially feasible and has the potential to grow and operate on a long-term basis in Myrtle Beach.
- b. No outstanding fees, taxes, or utility bills owed to the City.
- c. A resident of Horry County and/or operating their existing business in Horry County.
- d. An established business or hobby business having completed at least 25 transactions over the last year with non-relatives. (Flexible depending on industry.)
- e. Established social media accounts such as Facebook, Instagram, and an up-to-date Google listing.
- f. An E-commerce or landing page website.
- g. Hold a City of Myrtle Beach business license.
- h. Obtain all proper state, county or city permits.

Tenant will also be required to do the following during their lease and participation in the incubator program:

- a. Maintain Regular Hours
- b. By the end of the incubation period have taken classes in:
 1. Finance
 2. Customer Service

- 3. Branding
- 4. Marketing
- 5. Consult with a local attorney and accountant at some time during the incubation period

Tenant will provide the City with evidence of participation in these activities (ex. attendance certificate) or demonstrate prior educational experience in these fields.

41. Termination

Failure to comply with the provisions of this lease agreement and/or Incubator Program requirements will be considered a violation of the terms of this agreement and may result in termination of this agreement by Landlord upon thirty (30) days written notice.

Tenant may terminate this lease agreement upon thirty (30) days written notice. Tenant agrees and understand that all provisions of this agreement remain in full force and effect during the 30-day written notice period.

42. Full Disclosure

The Tenant signing this lease agreement hereby states that all questions about this lease agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this lease agreement is acknowledgment and that he/she has received a signed copy of the lease agreement.

Accepted this ___ day of _____.

OWNER:
The City of Myrtle Beach

By: Fox Simons, City Manager Date

Witness _____ Date

TENANT:
Jay Burgess, Naomi Productions

Jay Burgess

Signature _____ Date

Witness _____ Date



CHARLIE'S PLACE

MUSEUM & BUSINESS INCUBATORS

LEASE AGREEMENT

THIS AGREEMENT made this _____, day of _____, by and between the City of Myrtle Beach herein called "Landlord," and Amber Jenkins, herein called "Tenant", currently residing at (address) 1111 King Street, Myrtle Beach, South Carolina 29577 (contact #) 843-333-0445.

1. Premises

Landlord hereby agrees to rent to Tenant and Tenant hereby agrees to lease from Landlord the premises known as: Charlie's Place Unit #8, 1440 Carver Street Myrtle Beach, SC 29577 for the purpose of operation a business known as Braids By Ber as part of the City's business incubator program.

2. Term

Tenant understands this space is being leased as part of the City's business incubator program and the maximum potential lease duration is 36 months. The initial term of the lease is for 12 months beginning on May 1, 2021 with the option to renew for 2 additional 12 month terms. Tenant must notify Landlord of intent to renew at least 60 days prior to lease expiration. Option to renew is at the sole discretion of Landlord.

3. Rent

Tenant agrees to pay Landlord as base rent the sum of \$ \$250.00 per month, due and payable monthly by the 5th day of each month during the initial term of this agreement. Rent must be received by 5:00 p.m. Tenant understands that the base rent sum for the 2 additional 12 month terms will be adjusted to reflect the current rental rate at the time of renewal.

4. Payment of Rent

Monthly rent payments may be paid by check or cash at the City's Services Building located at 921 N. Oak St. Myrtle Beach, SC 29577 during normal business hours.

5. Late Collection Fee

If rent is not received by the 5th of each month by 5:00 p.m., a thirty-five dollar (\$35) late fee will be added to that month's rent.

6. Bad-Check Servicing Charge

In the event the Tenant's check is dishonored, Tenant agrees to pay as additional rent the sum equal to thirty-five dollars (\$35) for each occurrence. This amount shall be in addition to all late fees, if check is not

paid prior to the 5th of the month. If, for any reason, a check is returned or dishonored, Landlord may require that all future rent payments will be cash or money order.

7. Security Deposit

The Tenant has deposited, and the Landlord acknowledges receipt of, two hundred dollars (\$200.00) as a security deposit. This security deposit is to guarantee the return of the premises to the Landlord in the same or better condition as when accepted by the Tenant, reasonable wear excepted, and to satisfy any obligations of the Tenant originally unfulfilled at the termination of this Lease Agreement, as specified herein. Satisfactory compliance with this section includes removing all trash and belongings of the Tenant. If any provision of this Lease Agreement is violated, the Security Deposit is forfeited.

The security deposit may not be applied by the Tenant as and for payment of any rent due the Landlord. Should the Tenant be responsible for damage and/or loss of value to the premises greater than the value of the security deposit, the Tenant hereby agrees to reimburse the Landlord for such loss immediately upon the presentation of a bill for said damage and/or loss.

The Landlord shall return the balance of said security deposit, if any, to the Tenant at the Tenant's forwarding address, upon vacating, return of keys to the Landlord and termination of this agreement according to other terms herein agreed. The deposit will be returned within thirty (30) days after the Tenant vacates the premises, along with an itemized statement as to the deductions, if any, from said security deposit. The security deposit must be paid in full prior to Tenants moving into building.

8. Condition of Premises

Tenant has examined the premises and is familiar with and accepts its present condition. If there is anything about the condition of the property that is not acceptable to Tenant, Tenant agrees to report it to Landlord within 3 days of taking possession of the property. Tenant agrees that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

9. Use of Premises

Tenant agrees to use the premises only as a commercial space as presented to the City in the application for his/her business. By no means may Tenant allow any additional persons to occupy premises beyond limit proposed by applicable law. Pets or animals may not be kept on the premises without Landlord's written permission. Tenant agrees to assume all responsibility for actions taken by any person entering the property. Landlord will hold Tenant solely responsible for all damages to property or for violations against this lease agreement.

10. Business Hours and Hours of Operation

Tenant agrees to provide Landlord with a schedule of business operating hours and abide by those hours. Tenant agrees that in no case shall business operating hours be earlier than 6:00 a.m. or later than 9:00 p.m.

11. Occupancy

Tenant agrees to maintain the commercial space as follows:

1. Comply with all obligations primarily imposed upon Tenant by applicable provisions of building codes materially affecting health and safety.
2. Keep the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit.
3. Dispose from the unit all rubbish, garbage, and other waste in a clean and safe manner and as described under the Solid Waste Collection provision of this agreement.
4. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in the premises.

5. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so.

Tenant acknowledges and agrees that overnight accommodations, alcohol consumption and food preparations are not allowed.

Tenant warrants that he/she will meet above conditions in every respect and acknowledges that failure to comply with the obligations herein stipulated will be considered grounds for termination of this agreement and loss of any or all deposits.

12. Alterations

Tenant shall make no alterations, additions, improvements, or rewiring in or to the leased premises without the consent of Landlord. Any alterations or improvements upon the premises, made by either party, shall become the property of the Landlord. Fixtures and office furniture shall be installed so as to be readily removable without injury to the premises. Said fixtures and furniture shall be removed from premises at the end of the lease or become part of the premises and property of Landlord.

The Tenant specifically agrees that walls within the leased premises into which tacks, nails, screws and any other fastening devices have been driven or affixed will be restored to their original condition upon termination of this agreement. Tenant also acknowledges that they will pay to repair any damage from water, rain, wind, hail, tornadoes, hurricanes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow of water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc. and any other damage caused by Tenant or Tenant's guest(s).

13. Signs

Tenant shall place no signs, notices, pictures, or advertising matter upon the exterior of the buildings or the grounds at Charlie's Place without prior written consent of Landlord.

14. Tenant Parking

Tenant shall have use of the parking lot for the parking of vehicles owned and operated by the Tenant and/or customers during Tenant's normal business hours.

15. Use of Equipment

The space is rented with use of the following equipment in main building: coffee pot and limited use of copy machine.

Tenant understands that Wi-Fi services will be provided in the main building and may provide limited "guest usage" for Tenant. However, extent of Wi-Fi service capabilities are unknown at this time and Landlord therefore makes no representations or assurances as to the availability of Wi-Fi services.

16. Utilities

Landlord shall pay all charges for electrical and water/sewer service. Tenant understands and accepts that restroom facilities are provided in the main building and jointly utilized by all Tenants, guests and visitors of Charlie's Place.

17. Roof, Pest Control and Termite Alert

Landlord will provide termite and pest control. Tenant agrees to notify Landlord immediately of any roof leaks, water spots, or any pest or termite activity.

18. Solid Waste Collection

Tenant understands that Landlord will provide Tenant with one (1) roll cart container to be serviced one time per week for garbage collection only and is included in the monthly rent. Tenant is responsible for

placing roll cart within 5 feet of the edge of the street pavement no earlier than 6:00 p.m. the day before collection and no later than 6:00 a.m. the day of collection. Roll carts are to be returned to their designated location after collection on the same day not later than 11:00 p.m. Any solid waste collection service needs that exceed one (1) container serviced once per week will be the responsibility of the Tenant. Yard debris and bulk material collection service is not provided.

19. Right of Entry

Landlord without being liable for trespass or damages, shall have the right to enter leased premises during reasonable hours to examine or make repairs, additions or alterations to premises. This right to enter also extends to Landlord's agents, contractors and/or representatives. Landlord, whenever practicable, shall give a 24-hour notice of Landlord's intent to enter the premises.

20. Non-assignment of Rental Agreement

Tenant agrees not to assign this agreement, nor to sub-let any part of the property.

21. Maintenance and Repairs

Landlord shall repair and maintain the foundation, roof, outer walls, HVAC systems, and any structural members of the leased premises. Tenant is responsible for any repairs necessary to maintain the interior of the leased premises as well as all costs to repair damage caused by Tenant or Tenant's, agents, employees, or guest(s) to any of the common areas utilized by Tenant.

22. Rules and Regulations

Landlord reserves the right at any time to make further rules and regulations as in the Landlord's judgement may be necessary for the safety, care, appearance, and cleanliness of the premises.

23. Legal Obligations

Tenant hereby acknowledges that Tenant has a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities it may have. Tenant agrees that Tenant will be fully liable for any back rent owed.

24. Attorney's Cost

If court action is sought by either party to enforce the provisions of the lease agreement, attorney's fees and costs may be awarded to the prevailing party in the court action.

25. Repair policy

The Tenant shall use customary diligence in care of the Premises. The Tenant will be financially responsible for damages directly caused by the Tenant or the Tenant's guest(s).

26. Damage or Destruction of Premises

If premises are totally destroyed by fire or other casualty, this lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by fire or other casualty, rental shall abate in such proportion as use of premises has been lost to Tenant. Landlord shall restore premises to substantially the same condition as prior to damage as speedily as practicable, whereupon full rental shall commence.

27. Damage to Personal Property

All personal property, merchandise, fixtures and equipment placed or moved into the leased premises shall be at the risk of Tenant or the owners of such property, merchandise, fixtures and equipment, and Landlord

shall not be liable for any damages, loss of theft of said personal property, merchandise, fixtures, or equipment, from any cause whatsoever.

28. Release

Tenant hereby releases Landlord and forever waives Tenant's claims against Landlord for any and all claims, causes of action, damages, demands, penalties, and expenses, including reasonable attorney fees and court costs that arise out of this Agreement and/or Tenant's use of the premises. Tenant intends this to be a complete and total release of all claims, whether known or unknown, and this Agreement shall be construed as broadly as the law allows to accomplish this stated intention. Tenant represents and agrees that no legal action of any kind will be taken against Landlord by Tenant in connection with this Agreement and/or Tenant's use of the premises.

29. Indemnity

Tenant shall indemnify, defend and hold harmless Landlord from any and all liabilities, claims, causes of actions, demands, losses, penalties, damages, and expenses arising out of or related to the use and/or misuse of the premises by Tenant or Tenant's agents, employees and/or guests. Tenant shall also indemnify, defend and hold harmless Landlord from any and all claims, causes of actions, demands, losses, penalties, damages, obligations, costs, and liabilities that Landlord may incur or suffer as a result of Tenant's breach of any provision, covenant, or warranty in this Agreement. The indemnity obligations of this paragraph shall include indemnity for reasonable attorney fees and other litigation costs incurred.

30. Key and Lock Policy

Landlord shall provide Tenant with two keys per lock and the Tenant is responsible for accounting for all keys provided or duplicated and shall return all keys of leased premises to the Landlord upon termination or cancellation of this lease. Landlord shall retain a master key or pass key to the premises, including all security locks and systems. Tenant shall not change or install new locks or security systems without written approval from the Landlord.

31. Tenant Cooperation

Tenant agrees to cooperate with Landlord/agent in showing property to prospective Tenant, prior to termination of occupancy.

32. Renter's Insurance

Landlord recommends that Tenant purchase renters insurance at their own expense sufficient to cover themselves and their property from damage or injury caused by fire, theft, burglary, breakage, and electrical connections and hereby relieves the Landlord of all risks that may be insured thereunder. Tenant acknowledges that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

33. Liability Insurance

Tenant shall not carry any stock of goods or do anything in or about the leased premises which will in any way restrict or invalidate any insurance coverage of the leased premises.

Tenant shall keep in full force and effect, at Tenant's expense, commercial general liability insurance insuring against bodily injury, including death, and property damage, in an amount not less than one million (\$1,000,000). Tenant's liability insurance policy shall be endorsed to name the Landlord as an additional insured. Tenant's liability insurance policy shall provide a third party notice of cancellation endorsement by which the insurer agrees that such policy shall not be cancelled except after thirty days written notice to Landlord or its designee and a ten (10) day notice for non-payment of premium. Tenant may not have occupancy to the subject property until the Landlord receives required proof of liability insurance in proper form.

34. Abandonment

If Tenant leaves the premises unoccupied for 30 days without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid, the Landlord has the right to take immediate possession of the property and to bar the Tenant from returning. Landlord will also have the right to remove any property that the Tenant has left behind and store and/or dispose of it at Tenant's expense in accordance with State Law.

35. Disclosure of Landlord Agent

The Landlord, the City of Myrtle Beach, may be represented at various times by its employees or agents, who will carry identification. Landlord's address is: 937 Broadway Street, Myrtle Beach, SC 29577.

36. Contact Information

Tenant agrees to provide Landlord with an up to date phone number, email address, home address, and to notify the Landlord should that contact information change.

37. City, County, or State Violations

Tenant is responsible for paying any and all violation fees issued against the business for non-compliance with local or state violations.

38. Waiver

All rights given to Landlord by this agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

39. Legal Binding

Tenant hereby states that they have the legal right to sign this agreement.

40. Other Requirements

Tenant understands that as part of the Incubator Program they are required to provide the following in order to qualify to lease the space:

- a. A business plan which shows the business is financially feasible and has the potential to grow and operate on a long-term basis in Myrtle Beach.
- b. No outstanding fees, taxes, or utility bills owed to the City.
- c. A resident of Horry County and/or operating their existing business in Horry County.
- d. An established business or hobby business having completed at least 25 transactions over the last year with non-relatives. (Flexible depending on industry.)
- e. Established social media accounts such as Facebook, Instagram, and an up-to-date Google listing.
- f. An E-commerce or landing page website.
- g. Hold a City of Myrtle Beach business license.
- h. Obtain all proper state, county or city permits.

Tenant will also be required to do the following during their lease and participation in the incubator program:

- a. Maintain Regular Hours
- b. By the end of the incubation period have taken classes in:
 1. Finance
 2. Customer Service

- 3. Branding
- 4. Marketing
- 5. Consult with a local attorney and accountant at some time during the incubation period

Tenant will provide the City with evidence of participation in these activities (ex. attendance certificate) or demonstrate prior educational experience in these fields.

41. Termination

Failure to comply with the provisions of this lease agreement and/or Incubator Program requirements will be considered a violation of the terms of this agreement and may result in termination of this agreement by Landlord upon thirty (30) days written notice.

Tenant may terminate this lease agreement upon thirty (30) days written notice. Tenant agrees and understand that all provisions of this agreement remain in full force and effect during the 30-day written notice period.

42. Full Disclosure

The Tenant signing this lease agreement hereby states that all questions about this lease agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this lease agreement is acknowledgment and that he/she has received a signed copy of the lease agreement.

Accepted this ____ day of _____.

OWNER:
The City of Myrtle Beach

By: Fox Simons, City Manager Date

Witness Date

TENANT:
Amber Jenkins, Braids by Ber

Amber Jenkins

Signature Date

Witness Date