

# STANDARD COMMERCIAL LEASE CONTRACT – OLDE SOUTH PROPERTIES

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THIS LEASE, made this 1ST day of JUNE 2023, by and

Between PEACOCK, HAMRICK FAMILY LTD.P. first party, (hereinafter called "Landlord").

And ACCESS HEALTH TREATMENT CENTER/ INDIA JOHNSON second party, (hereinafter called "Tenant")

## Premises

1. The Landlord, for and in consideration of the rents, covenants, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenants, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called premises), to wit: 105 BRADFORD SQ., SUITES A & B, FAYETTEVILLE, GA. 30215.

No easement for light or air is TH in the premises.

## Term

2. To have and to hold the same for a term beginning on the 1ST DAY OF JUNE, 2023, and ending on the 31<sup>ST</sup> DAY of APRIL 2025 at midnight, unless sooner terminated as hereinafter provided.

## Rental

3. Tenant agrees to pay landlord, by payments to PEACOCK-HAMRICK F.L.P., Landlord, who negotiated this lease, at P.O.BOX 220, BROOKS, GA. 30205 promptly on the first day of each month in advance, during the term of this lease, a monthly rental of ONE THOUSAND NINE HUNDRED FORTY AND NO 100 DOLLARS (\$1940.00).

## Agent's

of

## Commission

~~and Landlord agrees to pay Agent as compensation for services rendered in procuring this lease, the first month's rent hereunder, and in addition thereto 0 percent ( 0 %) of all rentals thereafter paid by Tenant under this lease for the initial term~~  
this lease only. Landlord with consent of tenant, hereby assigns to Agent the first month's rent hereunder and 0 percent ( %) of all rentals paid under this lease for initial term only.

## Utility Bills

5. Tenant shall pay all phone, gas, water, and electricity bills for leased premises, that are used by Tenant in connection therewith. All trash pickup will be paid by Landlord.

## Use of Premises

6. Premises shall be used for METHADONE CLINIC purpose and no other. Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner go vitiate the Insurance or increase the rate of insurance on premises.

## Abandonment of Leased Premises

7. Tenant agrees not to abandon or vacate leased premises during the period of this lease, and agrees to use said premises for the purpose herein leased until the expiration hereof.

## Repairs by Landlord

8. Landlord agrees to keep in good repair the roof, foundations, and exterior walls of the premises, exclusive of all glass and exclusive of all exterior doors, and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence of Tenant, its agents, employees, or invitees. Landlord gives to Tenant exclusive control of premises and shall be under no obligation to inspect said premises. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defects.

## Repairs by Tenant

9. Tenant accepts the leased premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this lease and all renewals thereof, at its expense, maintain in good order and repair the leased premises, including the building and other improvements located thereon, except around those repairs expressly required to be made by Landlord. Tenant agrees to return said premises to Landlord at the expiration, or prior termination, of this lease in as good condition and repair as

when first received, natural wear and tear, damage by storm, fire, lightening, earthquake, or other casualty alone expected.

Destruction of  
or Damage to  
Premises

10. If premises are totally destroyed by storm, fire, lightening, earthquake, 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 any of such casualties, rental shall abate in such proportion as use of premises had been destroyed, and Landlord shall restore premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence.

Indemnity

11. Tenant agrees to indemnify and save harmless the Landlord against all claims for damages to person or property by reason of the use or occupancy of the leased premises, and all expenses incurred by Landlord because thereof, including attorneys' fees and court costs.

Governmental  
Orders

12. Tenant agrees, at his own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said premises. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then landlord or Tenant who is obligated to comply with such requirements is privileged to terminate this lease by giving written notice of termination to the other party, by registered mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

Condemnation

13. If the whole of the leased premises, or such portion thereof as will make premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between landlord and Tenant as of that date. Such termination, however shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority.

Removal  
Of fixtures

14. Tenant may (if not in default hereunder) prior to the expiration of this lease, or any extension thereof, remove all fixtures and equipment which he has placed in premises, provided Tenant repairs all damage to premises caused by such removal.

Cancellation of  
Lease by Landlord

15. It is mutually agreed that in the event the Tenant shall default in the payment of rent herein reserved, when due, and fails to cure said default within five (5) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if Tenant's effects should be levied upon or attached un process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at his option may at once or within six (6) months thereafter (but only during continuance of such default or condition), terminate this lease by written notice to Tenant; whereupon this lease shall end. After an authorized assignment or subletting of the entire premises covered by this lease, the occurring of any of the forgoing defaults or events shall affect this lease only if caused by, or happening to, the assignee or sub-lessee. Any notice provided in this paragraph may be given by Landlord, or his attorney, or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the premises to landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer of other tort.

Reletting by  
Landlord

16. Landlord, as Tenant's agent, without terminating this lease, upon Tenant's breaching contract, may at Landlord's option enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on re-letting.

Exterior Signs

17. Tenant shall place no signs upon the outside walls or roof of the leased premises except with the written consent of the Landlord. Any and all signs placed on the within leased premises by Tenant shall be maintained in compliance with rules and Regulations governing such signs, and the Tenant shall be responsible to Landlord for any damages caused by installation, use, or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

Entry for  
Carding, etc.

18. Landlord may card premises "For Rent" or "For Sale" thirty (30) days before the termination of this lease. Landlord may enter the premises at reasonable hours to exhibit same to prospective purchases or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

Effect of  
Termination  
Of Lease

19. No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

Mortgagee's  
Rights

20. Tenant's rights shall be subject to any bona fide mortgage for deed to secure debt which is now, or may hereafter be, placed upon the premises by Landlord.



No Estate In Land 21. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

Attorney's Fees 22. If any rent owing under this lease is collected by or through an attorney at law, Tenant agrees to pay ten percent (10%) thereof as attorney's fees. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this lease. Tenant hereby assigns to Landlord his homestead and exemption.

Rights Cumulative 23. All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

Service of Notice 24. Tenant hereby appoints as his agent to receive service of all dispossession or distraint proceedings and notices thereunder, and all notices required under this lease, the person in charge of leased premises at the time, or occupying said premises; and if no person is in charge of, or occupying said premises, then such services or notice may be made by attaching the same on the main entrance to said premises. A copy of all notices under this lease shall also be sent to Tenant's last known address, if different from said premises.

Waiver of Rights 25. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

In the sum Time of Essence 26. Time is of the essence of this agreement.

Definitions 27. "Landlord" is used in this lease shall include first party, his heirs, representatives, assigns, and successors in title to premises. "Tenant" shall include second party, his heirs and representatives, and if this lease shall be validly assigned or sublet, shall include also Tenant assignees or subleases, as to premises covered by such assignment or sublease. "Agent" shall include third party, his successors, assigns, heirs, and representatives, "Landlord", "Tenant", and "Agent", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

Special Stipulations In so far as the following stipulations conflict with any of the foregoing provisions, the following shall control

28. Upon signing of this Lease, the security deposit in the sum of Eighteen Hundred and no/100 Dollars from the previous lease will be transferred to the current lease.

29. Tenant is hereby granted one (2) year option upon 90 days written notice prior to the end of the current term. The term of said renewal shall be for two years beginning June 1, 2025 and ending May 31, 2027 at a rental rate of \$1,980.00 per month.

30. All signage must be approved by Landlord.

31 All HVAC, electric, water, and phone service is the sole responsibility of the Tenant.

This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

Signed, sealed and delivered as to Landlord, in the presence of:



(Landlord) PEACOCK-HAMRICK F. L. P.

BY:

(Landlord)

Douglas S. Hamrick  
DOUGLAS S. HAMRICK, GENERAL PARTNER



Notary Public

Signed, sealed and delivered as  
to Tenant, in the presence of

Shacari Woodard

Shacari Woodard 6/14/23

Notary Public

Signed, sealed delivered as  
to Agent, in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Shacari Woodard  
NOTARY PUBLIC  
Henry County, GEORGIA  
My Commission Expires 07/28/2025

(Tenant) ACCESS HEALTH TREATMENT CENTER/ INDIA JOHNSON

(Tenant) BY: \_\_\_\_\_  
INDIA JOHNSON

India Johnson 6/14/23

(Agent)

(Agent) By: \_\_\_\_\_

