

# AGREEMENT TO LEASE QUILT

THIS AGREEMENT TO LEASE QUILT ("Lease") is made and effective **6/12/23 [Date]**, by and between **City of Chattahoochee Hills, Georgia**, ("Lessor") and **Jan and Rick Davenport** ("Lessee").

Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

## 1. Lease.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described quilt: **CHBOT #47 "Everything's Ducky"** [Description of quilt – *i.e.*, by colors or number or some way to identify it] (hereinafter referred to as "Quilt"). See last page.

## 2. Term.

The term of this Lease shall commence on the execution of this Lease and shall expire Twenty-four (24) months thereafter.

## 3. Delivery and Installation. (Select one)

  
\_\_\_\_\_  
Lessee's  
Initials

Lessor shall be responsible for the delivery and installation of the Quilt on the Lessee's building or other structure as set forth herein; **Laurie Searle & Sam Smith on behalf of the City.** Lessor shall not be responsible or liable for any damage to Lessee's property due to the installation of the Quilt.

OR

\_\_\_\_\_  
Lessee's  
Initials

Lessee shall install the Quilt on the building or other structure they own as set forth herein at their own expense: \_\_\_\_\_. Installation shall be guided by Lessor. Lessor shall not be responsible or liable for any damage to Lessee's property due to the installation of the Quilt.

## 4. Rent.

Lessee shall not owe any rent to Lessor as the display of the Quilt is intended to help foster interest in the City of Chattahoochee Hills and help promote tourism in the area. If Lessee fails to maintain the Quilt as set forth in Section 7 and after receiving notice from the Lessor of such, Lessee shall remove the quilt as in item 9.

**5. Use.**

Lessee shall have the right to take photographs and videos of the Quilt and shall permit others to do the same from public space outside of the Lessee's private property. Lessee shall not assess a fee to anyone who wishes to take photographs or videos of the Quilt. Lessee shall not have any copyright to the Quilt and cannot use the Quilt as a part of any trade mark or service mark during the term of this Lease.

**6. Right to Lease.**

LESSOR WARRANTS THAT LESSOR HAS THE RIGHT TO LEASE THE QUILT, AS PROVIDED IN THIS LEASE.

**7. Repairs.**

Lessee shall not alter the Quilt in any manner and shall not deface or permit others to deface the Quilt. If the Quilt is defaced or altered, Lessee shall promptly notify Lessor, and Lessor shall remove the Quilt.

**8. Loss and Damage.**

A. If the Quilt is lost or damaged due to Lessee's ordinary negligence or to the act of a third party or act of nature, Lessee shall be free from any liability for such loss.

B. If the Quilt is lost or damaged due to the gross negligence or intentional acts of Lessee, Lessee shall pay to Lessor the sum of \$300 and shall permit Lessor onto Lessee's property to remove the quilt.

**9. Surrender; Right to Purchase.**

Upon the expiration or earlier termination of this Lease, Lessee shall either:

- (a) return the Quilt to Lessor or permit Lessor onto its property to remove the Quilt which shall be in good repair and condition, ordinary wear and tear resulting from proper use thereof alone excepted; or
- (b) purchase the Quilt from Lessor at a price of \$25.

**10. Indemnity.**

Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Quilt, including without limitation the delivery, possession, use, or return of the Quilt.

**11. Right to Enter Property.**

If Lessee fails to properly maintain the Quilt or otherwise fails to properly display the Quilt, the Lessor shall have the right:

- A. To take possession of the Quilt, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession.
- B. To terminate this Lease.
- C. To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

**12. Ownership.**

The Quilt is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. If the Lessee opts to purchase the quilt at the end of the contract (item 9b), then the quilt becomes the sole and exclusive property of the Lessee.

**13. Entire Agreement.**

This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

**14. Notices.**

Service of all notices under this Agreement shall be sufficient if given personally or mailed certified, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

*If to Lessor:*

City of Chattahoochee Hills  
 ATTN: City Manager  
 6505 Rico Road, Suite A  
 Chattahoochee Hills, GA 30268

*If to Lessee:*

**Jan and Rick Davenport**  
**[Lessee]**  
  
**8120 Jones Ferry Rd**  
**Chattahoochee Hills, GA 30268**

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**[Lessee's Address]**

**15. Assignment.**

Lessee shall not assign this Lease or its interest in the Quilt without the prior written consent of Lessor. If Lessee sells the real property upon which the Quilt is located, Lessee shall either return the Quilt to the Lessor prior to the closing of such sale or enter into an assignment of this Lease with the purchasers of the real property, subject to the approval of the Lessor.



**16. Headings.**

Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

**17. Governing Law.**

This Lease shall be construed and enforced according to laws of the State of Georgia.

WITNESS THE SIGNATURES OF THE PARTIES TO THIS LEASE:

LESSOR:

CITY OF CHATTAHOOCHEE HILLS, GA

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

Tom Reed, Mayor

Date: \_\_\_\_\_

6/12/2023

LESSEE:

Sign: \_\_\_\_\_

Print Name: **Jan & Rick Davenport**

Phone: 404-867-1887

Date: \_\_\_\_\_

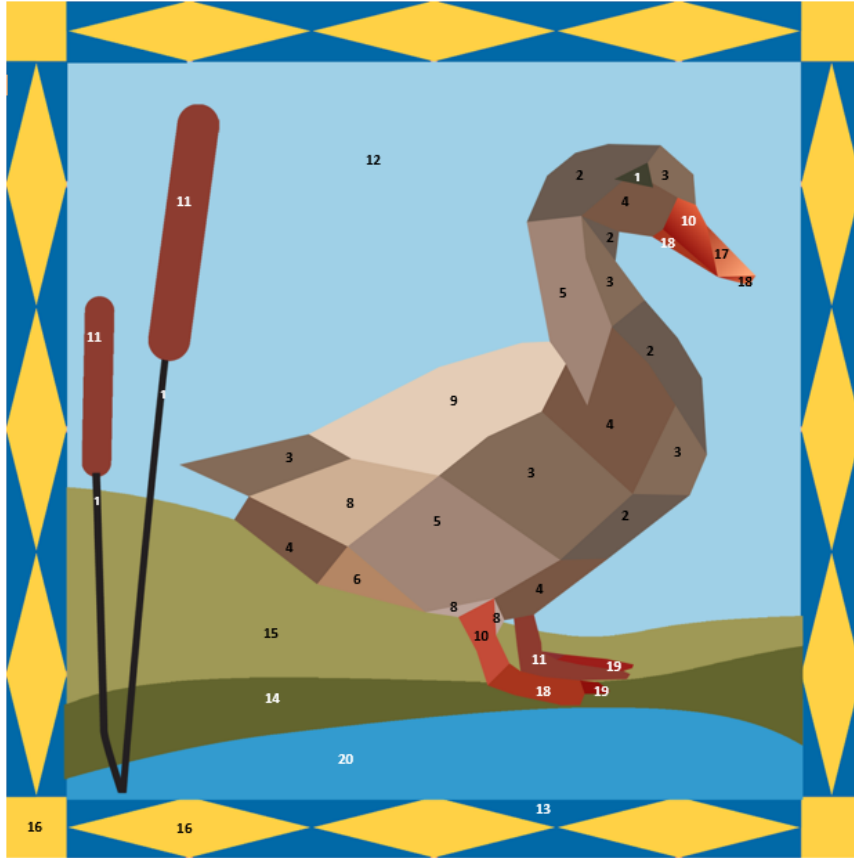
6.12.23

RETURN LEASE AGREEMENT TO:

Laurie Searle via email: [Lsearle@bellsouth.net](mailto:Lsearle@bellsouth.net) or to the following address:  
Laurie Searle, 12600 Whiteside Rd, Chatt Hills, GA 30268

# BARN QUILT SPECIFICATIONS

Pattern: "Everything's Ducky" (custom by Laurie Searle)  
 6x6 ft, painted on Aluminum Composite Panel



1	7D	New Black
2	6M	Mudslide 2006-9A
3	6L	Scented Candle 2006-9B
4	6H	Wooden Wagon 3001-7A
5	1J	Fudgesicle 2004-9C
6	1I	Café Miel 2008-7C
7	6J	Glamorous Taupe 2993-10A
8	1H	Maple Leaf 2008-8B
9	1G	Strawberry Malt
10	3Z	Terra Cotta Red 2004-3A

12	4W1	Perfectly Blue
13	4Y	Peek-a-boo blue
14	5W	Pressed Olive
15	5V	Organic Garden
16	2K	Sunspark Yellow
17	9D	Autumn Gala
18	9J	Orange M
19	3Ua	Bright Red
20	4X	Blue Tango