

**NORTH CAROLINA
DURHAM COUNTY**

**LEASE AMENDMENT
DURHAM CENTER FOR SENIOR
LIFE**

THIS LEASE AMENDMENT is made and entered into this ____ day of _____, 2019 by and between the **COUNTY OF DURHAM**, a political subdivision of the State of North Carolina (hereinafter referred to as "**Landlord**") and **DURHAM CENTER FOR SENIOR LIFE**, a North Carolina not-for-profit corporation, (hereinafter referred to as "**TENANT**").

WITNESSETH:

WHEREAS, the Landlord and Tenant entered into a Lease dated May 24, 2016, for the premises located at 406 Rigsbee Avenue, Durham, North Carolina and said Lease was recorded in Deed Book 7993 at pages 512-524 on August 8, 2016, hereinafter referred to as the Original Lease; and

WHEREAS, the Landlord and Tenant desire to amend the Original Lease, while keeping in effect all terms and conditions of the Original Lease not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein and in the Original Lease, the parties agree to amend the Original Lease as follows:

1. Section 2 of the Original Lease entitled Use of Leased Property is hereby amended to include the following language:

Subject to the requirements of County policy, State law and Chapter 2, Article III entitled Alcoholic Beverages on County Owned or Controlled Property, Tenant is permitted to sponsor or host events where alcoholic beverage will be sold, possessed and consumed on the leased premises. Tenant must by application seek County consent as stated below. Tenant shall:

- (i) seek County consent, at least 30 days in advance of the scheduled event,
- (ii) obtain all legally required licenses or permits at least 30 days in advance of the scheduled event,
- (iii) ensured that all applicable health and ABC laws are complied with,
- (iv) ensure that that all empty bottles or cans are handled and stored in such a manner as not to be broken or left on County property,
- (v) be responsible for ensuring that no malt beverage, wine, spiritous liquors or other alcoholic drinks are provided to underage or intoxicated persons,
- (vi) be responsible for paying for and maintaining decorum and order, to include the presence of such security personnel as are determined to be necessary by the County Security Manager

and leaving the premises in a clean condition and maximizing the amount of material which can be recycled.

- (vii) obtain all permits, licenses and permissions required by law, ordinance, ABC regulation and Durham County Policy before serving, selling and consuming alcohol on the leased premises.

2. Section 10 of the Original Lease entitled Insurance is hereby amended to include the following language:

In addition to the insurance already required by the Original Lease, Tenant, if not already provided, shall secured general liability insurance which covers liability resulting from the sale, possession or consumption of an alcoholic beverage while on or emanating from the event held on County property, to protect the Tenant or operator, against any and all claims, demands expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury, including death, and/or property damage to the extent proximately caused by the negligent acts or omissions of the Tenant, and their respective employees, officers, agents or guests.

By the execution of this Lease Amendment, Tenant releases and forever discharges the County, its officers, agents and employees, from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury, including death, and/or property damage arising out of the use of the County's property and the service of alcoholic beverages. The insurance shall provide bodily injury and property damage limits, in an amount to be determined by the County's Risk Manager. All insurance required under this subsection shall be written with a company licensed to do business in North Carolina. Such insurance shall provide that the policy shall not terminate or be canceled prior to the date of the special event. Certificates of insurance for all of the insurance coverages described herein shall be submitted within 10 days of the Tenant's application to hold or sponsor a special event which involves the sale, possession and consumption of alcoholic beverages on County property. The Tenant may have an authorized server of alcoholic beverages, malt beverages, or wine during the event, such as a caterer, purchase insurance and present the County with a certificate of insurance to satisfy the requirement for liquor liability insurance.

In addition, by the execution of this Lease, Amendment Tenant agree to indemnify, defend, and hold harmless the County, its officers, agents and employees from and against any and all claims, demands expenses, costs and liabilities of any kind or nature to the extent proximately caused by the intentional, negligent or reckless acts or omissions of the Tenant, or its respective agents, officers, employees or guest, during the special event which is the subject of this Lease Amendment.

3. Landlord hereby retains the authority to withdraw permission to sell or serve alcoholic beverages on the Leased premises for a violation of a Lease provision, or a violation of the Durham County ordinance, or ABC regulation, or State law, as they relate to the sale, possession or consumption of alcoholic beverages.

By execution hereof, the person signing for Tenant below certifies that he/she has read this Lease Amendment and that he/she is duly authorized to execute this Lease Amendment on behalf of the Tenant.

Except for the additions made herein, the Original Lease shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Lease and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Lease Amendment to be executed by their duly authorized officer or agent. This Lease Amendment shall be effective as of the date first stated above.

TENANT:
DURHAM CENTER FOR
SENIOR LIFE

LANDLORD:
COUNTY OF DURHAM

By: _____
Name/Title: _____
Date Signed: _____

By: _____
WENDELL M. DAVIS, COUNTY MANAGER
Date Signed: _____