

Town of Jarratt Administrative – Resolution Restaurant Lease			
SECTION: Real Property		Resolution #: R2023-911	
POLICY: Restaurant Lease			
DATE ADOPTED: 9-11-2023	REVISED DATE: None	COVERAGE: Rest. Rental	PAGE #: Page 1 of 1

RESOLUTION APPROVING THE RESTAURANT LEASE PREPARED FOR NICK PAPOULOOGOU, DBA ROMA'S PIZZA, PASTA, AND SUBS.

WHEREAS, the Jarratt Town Council agreed to lease the restaurant owned by the Town of Jarratt to Nick Papoulogloou; and

WHEREAS, the Jarratt Town Council has reviewed the prepared lease (draft attached to this resolution); and

WHEREAS, the Jarratt Town Council agree to all items in the lease.


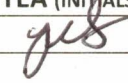


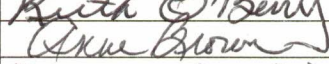
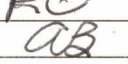
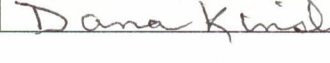



BE IT RESOLVED, that Mayor Wilson will present the attached lease agreement to Nick Papoulogou for his consideration; and

BE IT FURTHER RESOLVED, that Mayor Wilson is authorized to sign this lease and open an escrow account for the security deposit.

ADOPTED BY COUNCIL RESOLUTION AS PART OF THE MEETING AGENDA ON September 11, 2023.


Allison Woodward, Clerk


Melanie Wilson, Mayor

COUNCIL MEMBER	SIGNATURE	YEA (INITIALS)	NAY (INITIALS)	ABSTAIN (INITIALS)
Omar Smith				
Adam Byers				
Brandon Rawlings				
Ruth O'Berry				
Anne Brown				
Dana Kinsley				

ABSENT

COMMERCIAL LEASE

This Lease Agreement (this "lease") is dated as of September 20, 2023, by and between the Town of Jarratt ("Landlord"), and Nick Papoulogloou, DBA: Roma's Pizza, Pasta, and Subs ("Tenant"). The parties agree to the following:

PREMISES. Landlord, in consideration of the lease payments provided in the Lease, lease to the Tenant the 4,000 square foot (more or less) restaurant building, and patio located at 118 Jarratt Avenue, Jarratt, VA 23867.

TERM. The lease term will begin on September 20, 2023, which will terminate on September 20, 2025.

TERMS OF LEASE: The Tenant will take possession of the premises on September 20, 2023.

EXTENDING OF LEASE. This lease may be extended with the agreement of both parties. The lease may be extended for an additional 24 months, 36 months, 48 months or 72 months for the same monthly payments or an increase in the monthly payments not to exceed a \$400.00 increase. Tenant will have first option, if the town decides to sell the property.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$800.00, payable in advance on the 20th of each month. Lease payments shall be made to the Landlord via ACH withdrawal. This payment will begin on September 20, 2023.

Security Deposit. At the time of the signing of this Lease, tenant shall pay to Landlord, in trust, a security deposit of \$1,600.00 to be held and disbursed for Tenant damages to the Premises (if any), back lease payments, and/or missing equipment as provided by law.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for a Restaurant (including catering) and Bar. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of extended absence.

FURNISHINGS. The following furnishings will be provided: (see page 6 of this contract) Tenant shall return all such items at the end of the lease term in condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

PARKING. Tenant parking is street parking.

MONTHLY PEST CONTROL. Tenant shall enter into a contract with a pest control company to spray building at least twice a year to control any pest infestation.

MONTHLY CLEANING OF EXHAUST HOODS AND FANS. It shall be the Tenant's responsibility to clean the exhaust hoods and fans on a monthly basis or hire a professional to clean them. Tenant is responsible for the cleaning of the exhaust hoods by a professional every (6) six months.

INSPECTION OF FIRE SUPPRESSION SYSTEM. It shall be the Tenant's responsibility to have the fire suppression system inspection in accordance with the State Code every (6) six months.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount not less than 100% of the full replacement value. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$150,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from insurer to any termination of such insurance policies.

MAINTENANCE. Tenant shall always have the responsibility to maintain the Premises in good repair during the term of this lease.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises. The tenant is required to have all utilities and services in their name, the Town of Jarratt will not be responsible for any utilities associated with the operation of the restaurant/bar.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises, and which are attributable to Tenant's use of the Premises along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

DESTRUCTION OF CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conduction of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$50,000.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repairs according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if the cost of repair is \$50,000.00 or more, or if Landlord is prevented from repairing the damage by force beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 5 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to

cure any default and the cost of such action shall be added to Tenant's financial obligations under this lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney's fees and expense) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For each payment that is not paid within 1 day after its due date, Tenant shall pay a late fee of \$50.00 per day, beginning with the day after the due date.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 200% of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check that is returned to landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the Lease term, Tenant shall not be entitled to remove such fixtures.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services or show the property to prospective tenants, buyers, or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "TO LEASE" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connections with Tenant's possession, use or misuse of the Premises, except Landlord's act of negligence.

DANGEROUS MATERIALS. Tenant shall not keep on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained, and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLAINT WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements, and regulations of the Federal, State, County, Municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Town of Jarratt
P O Box 336
Jarratt, Virginia 23867
(434) 535-8013
mayor@jarrattva.com

TENANT:

Nick Papoulogou
(252) 673-2817
Romas.pizza.pasta.and.subs@gmail.com

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the Commonwealth of Virginia.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it will become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

DRAFT

Signature page of the Lease agreement between the Town of Jarratt and Nick Ppoulogoou (doing business as Romas Pizza, Pasta and Subs.

LANDLORD:

By: _____ Date: _____

Melanie W. Wilson, Mayor Town of Jarratt

State of Virginia

Notary Seal

County of _____

Signed (or attested) before me on _____

By: _____

Signature of notarial officer

TENANT:

By: _____ Date: _____

Nick Papoulogoou

State of Virginia

Notary Seal

County of _____

Signed (or attested) before me on _____

By: _____

Signature of notarial officer