GOLF COURSE SNACK SHOP LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this 9th day of January, 2024, by and between the Town of Black Mountain, a municipal corporation situated in Buncombe County, North Carolina "("Town" or "Lessor"), and Green Tee Grille, LLC ("Lessee").

The Lessor hereby leases to the Lessee that property known as the golf course snack shop, also commonly referred to as the 19th Hole, upon the terms and conditions set out below.

1. The Lessee has given notice of intent to extend the lease for the 19th Hole for an additional year as allowed by the lease entered into in 2022 , and the term of the lease extension shall be twelve (12) months, beginning January 9, 2024, and running from January 9, 2024, until January 14, 2025 (the "extended term").

2. The Lessee shall have the option to renew this lease for another additional one year term under the same terms and conditions as set out herein. If the Lessee intends to extend the lease she must give written notice to the Town in writing by certified mail or hand delivery no later than the 31st day of October, 2024. If Lessee is in default or breach or the Town deems Lessee's past performance unsatisfactory or unacceptable and has informed the Lessee in writing of past performance which it deems unsatisfactory or unacceptable, the Town may refuse the renewal, or terminate the renewal option, by notice given to the Lessee in writing and by certified mail no later than the 30th day of November, 2024. Town is under no obligation to give such notice of non-renewal unless it receives notice of Lessee's intent to renew as set out herein.

3. The Town and the Lessee may renegotiate any provisions of this Agreement for the renewal term prior to renewal at the request of the Lessee, or at the request of the Town if there are issues of performance by the Lessee during the extended term if the Town determines that renegotiation of terms will resolve the performance issues.

4. The rent for the extended term of the lease shall be $400.00 per month. The Lessee shall be required to pay the lease payment in monthly installments with each month's payment being payable in advance beginning January 9, 2024. Future monthly payments can be paid in advance for any portion of the lease term.

5. The Lessee understands and agrees that the primary purpose of the Green Tree Grille is to cater to golf course patrons.

6. The Lessee shall be responsible for obtaining all licenses and permits, with the exception of the special occasion permit, necessary to operate said grille.

7. The Lessor shall pay the electric bill for the Green Tee Grille and the rest of that building.

8. The Lessee will retain all receipts from the operation of the Green Tee Grille.

9. In the event of a scheduled outing when the golf course is closed for any portion of the day to non-tournament patrons and food and/or beverage is provided by someone other than Green Tee Grille, LLC, said outing will be responsible for providing $5 per player or $300, whichever is greater, to the Lessee. This is not a room rate rental fee. The golf course manager has the right to adjust this amount at any time.

10. The Town of Black Mountain will furnish the equipment and any furniture located on the premises at the time of this agreement. The Lessee shall maintain this equipment as needed for the term of the lease, but any major equipment (freezers, refrigerators, grills, ranges, ovens, and microwaves) requiring replacement will be paid for by the Lessor. All equipment and furniture currently on site will remain property of the Town of Black Mountain. Any equipment acquired to replace equipment furnished by the Town at the beginning of the lease, shall become the property of the Town. Any equipment added by the Lessee shall be the property of the Lessee and may be removed at the end or upon termination of this lease. Lessee may donate such equipment to the Town unless the Town directs that the Lessee remove any such equipment at the end or upon termination of the lease term.

11. The Lessee shall be liable for any and all activities on the leased premises during the business hours of the Green Tee Grille, which includes the porch area, that might arise from the sale of food and drink at said snack shop.

12. The Lessee shall be required to carry a minimum of $1,000,000 in liability insurance and any required workers' compensation insurance, appropriate to protect the Town of Black Mountain. In addition, the Lessee shall be required to furnish renter's insurance to cover any of her personal property or equipment on the premises.

13. The Town of Black Mountain reserves the right to check the identification of persons of questionable age who are dispensing and/or consuming alcohol.

14. The Town of Black Mountain is obligated to close the Green Tee Grille for any sales immediately upon determination of any ABC (Alcoholic Beverage Control) violation until such time that the violations are corrected.

15. Upon a second ABC violation, the Lessee will be given a two (2) week notice to vacate the premises, beer sales will be suspended, and the Lessee will be required to pay rent for ninety (90) days following the suspension of beer sales and business.

16. The Lessee and his/her employees of Green Tree Grille, LLC, will abide by all Federal, State and Local laws, regulations and ordinances.

17. No political activities shall be conducted on the premises and no materials may be posted or distributed on the premises which are related to politics, public office or political campaigns with the implied or actual consent or encouragement of the Lessee, its employees or agents. This will not impose on the Lessee any obligation to monitor or control the private conversations of patrons.

18. The Lessee will ensure that the Town of Black Mountain will have a key to each entrance of the Green Tee Grille.

19. The minimum days and hours of operations for the Green Tree Grille shall be the same as the days and hours of the Golf Course Pro Shop:
    a. 9:00 a.m. until 5:00 p.m. during daylight savings time (spring and summer)
    b. 10:00 a.m. until 4:00 p.m. during standard time (fall and winter) Seven (7) days a week

(*The Green Tree Grille shall not be required to remain open during times of inclement weather or when the pro shop is closed, may close on Mondays to adjust for staffing shortages and/or slow business, and may be closed at any time with the permission of the Golf Course Manager.) *Lessee requests to be closed on Mondays unless there is a special event.

20. The Lessee shall be responsible for maintaining and cleaning the snack shop area, to include the restrooms, in a manner satisfactory to the Golf Course Manager, but Lessor shall provide all materials (paper towels, toilet paper, soap, etc.) for the restrooms.

21. The Lessee shall provide a menu for the Green Tree Grille, that shall be reviewed by the Golf Course Manager.

22. The Lessee will permit any operation assessment team access to the Green Tree Grille for review, observation or evaluation, as the Town of Black Mountain deems necessary.

23. An Annual health inspection will be required by the Town of Black Mountain.

24. If the Lessee chooses to sublet or sell his/her interest in this lease or the Green Tree Grille the Lessee will need the approval of the Town of Black Mountain.

25. If the Lessee wishes to terminate the lease prior to the end of the lease term it may do so by giving the Town ninety (90) days' written notice of its intent to terminate the lease and Lessee will be required to make monthly rental payments to the Town, for the remaining lease term, or until the Town secures a new Lessee for the facility or takes over management of the business on a permanent basis. If the Lessee terminates the lease, it must have all of its goods and equipment removed from the premises by the end of the day upon which it ceases to operate its business under the lease.

THE TOWN OF BLACK MOUNTAIN	GREEN TEE GRILLE, LLC
By: _____	By: _____
Josh Harrold, Town Manager	Karen M. Davis, Managing Member