

ORDINANCE NO. 2002-043

*Granting Encroachment in 1700 block of Main Street
to Gibson's Concessions d/b/a Hot Dog Peddler*

BE IT ORDAINED by the Mayor and City Council of The City of Columbia, South Carolina, this 5th day of June, 2002, that the City Manager is hereby authorized to execute the attached Lease Agreement from The City of Columbia to Gibson's Concessions d/b/a Hot Dog Peddler for the sum of Three Hundred and No/100 (\$300.00) Dollars for a period of one (1) year from January 1, 2002 to December 31, 2002, for operation of a hot dog vending cart in

an area approximately 10' x 10' in the 1700 block of Main Street.

Requested by:



MAYOR

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 5/15/2002

Final Reading: 6/5/2002

ORIGINAL
STAMPED IN RED

STATE OF SOUTH CAROLINA)
) LEASE AGREEMENT
COUNTY OF RICHLAND)

THIS LEASE AGREEMENT (this "Agreement" or this "Lease"), made this 5th day of June, 2002, between **CITY OF COLUMBIA** (hereinafter designated as LESSOR) and **GIBSON'S CONCESSIONS D/B/A HOT DOG PEDDLER** hereinafter designated LESSEE).

For THREE HUNDRED AND NO/100 (\$300.00) DOLLARS paid in hand, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants contained herein, LESSOR and LESSEE agree:

LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR a 10' x 10' area along the sidewalk located in the 1700 block of Main Street for hot dog vending, with all the appurtenances thereto belonging. The operation of said business shall conform with City of Columbia Code of Ordinances Sec. 11-252, 11-253, 11-257 and 11-260.

The term of this Agreement shall be for one (1) year beginning on January 1, 2002 and ending December 31, 2002, with no further extension being given without prior approval of City Council. This lease may be terminated as provided for in Columbia Code of Ordinances Sec. 11-262.

LESSEE, at its own cost and expense, will provide and obtain all licenses, permits and authorizations that shall or may be required for or with respect to the use and operation of the property.

LESSEE shall at all times fully and promptly comply with all ordinances, orders and regulations of any lawful authority having jurisdiction of said premises, including such as shall relate to the cleanliness, safety, occupation and use of the said premises.

LESSEE shall be separately and independently responsible for its costs to obtain and keep in force and effect in its name only a policy of public liability insurance in the amount of _____ Dollars, and shall name LESSOR on the said policy as an additional insured.

LESSOR agrees to provide ten (10) days written notice to LESSEE to correct any default under this lease. Failure of LESSEE to perform any of its obligations or the conditions of this Lease shall constitute a default. If LESSEE fails to correct any default within such fifteen (15) day period, or if LESSEE fails to pay rent or additional rent provided for in this lease on its due date plus a grace period of fifteen (15) days, then LESSOR may cancel this lease by fifteen (15) days prior written notice to LESSEE. On the date stated in LESSOR's notice, this Lease and LESSEE's rights under this Lease will terminate, and LESSEE must vacate the premises.

If this Lease is terminated due to LESSEE's default, LESSOR may, in addition to any other rights and remedies available to it, (i) have LESSEE removed from the property and (ii) use any dispossession, eviction and similar legal proceedings available.

If LESSOR fails to enforce any provision of this Lease, it is not deemed to waive such provision and is not prevented from enforcing such provision thereafter.

This Lease shall be binding upon and shall inure to the benefit of LESSOR and LESSEE, and their respective heirs, successors and assigns.

All notices which may or required to be given by LESSEE or by LESSOR to the other under the terms hereof shall be in writing. All notices shall be sent by United States Certified Mail, postage prepaid, with return receipt addressed to the following:

LESSOR: The City of Columbia
 Attention City Manager
 Post Office Box 147
 Columbia, South Carolina 29217

LESSEE: Steven L Gibson d/b/a Hot Dog Peddler
 2400 Duncan Street
 Columbia, South Carolina 29205

Notices which shall be served upon the LESSOR upon the LESSEE in the manner aforesaid and shall be deemed sufficiently served or given for all purposes hereunder, and the effective date of the giving of such notice shall be the date of mailing thereof at any post office regularly maintained by the United States Government.

It is understood and agreed between the parties hereto that time is of the essence in all of the terms and provisions of this Lease.

All claims, disputes and other matters in question arising out of, or relating to this Lease or the breach thereof shall be governed and controlled by the laws of the State of South Carolina. Jurisdiction for any action which arises out of or relates to this Lease for any reason whatsoever shall be in the Court of Common Pleas for the State of South Carolina. Venue for any action which arises out of or relates to this Lease for any reason whatsoever, shall lie in Richland County, South Carolina.

The captions and titles appearing within this Lease are for reference only and shall not be considered a part of this Lease or in any way to modify, amend or affect the provisions thereof.

The proper grammatical changes shall be understood and shall apply where necessary to designate the plural or the singular and the masculine, feminine or neuter gender.

TOGETHER with all easements, rights, privileges and appurtenances thereunto belonging or appertaining.

This lease and the exhibits attached hereto and forming a part hereof set forth all of the

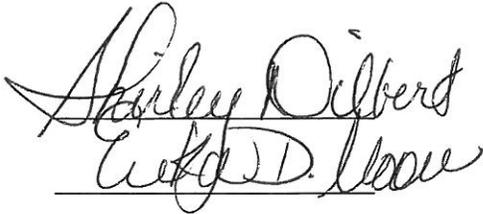
covenants, promises, agreements, conditions and understandings between LESSOR and LESSEE concerning the lease premises. No subsequent alteration or amendment, shall be binding upon LESSOR or LESSEE unless reduced to writing and signed by each party.

WITNESS our hands and seals the date above set forth.

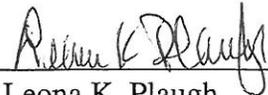
WITNESSES:

LESSOR

CITY OF COLUMBIA



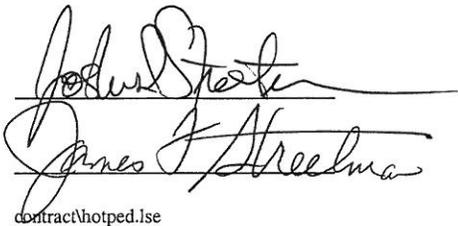
C. D. D. D.

BY: 

Leona K. Plough
City Manager

LESSEE

**GIBSON'S CONCESSIONS
D/B/A HOT DOG PEDDLER**



James F. Streebma
contract\hotped.lse



Steven L. Gibson