City of Clemson
Agenda Item Request Form

Requested By: Lindsey Newton

Date Submitted: 1/20/26

Council Meeting Date: 2/2/26

Type of Request: (check only one)

- ☐ Report/Discussion
- ☒ Policy/Action
- ☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Consider first reading of the sublease agreements between the City and Clemson Free Clinic and between the Clemson Free Clinic and Healing Bridges Counseling Center.

Agenda Item Detail: (expand as necessary for clarification)

Consider First Reading of the Consent to Sub-lease between the City of Clemson and Clemson Free Clinic. The Consent to Sub-lease will allow the Free Clinic to enter into their own sub-lease agreement with Healing Bridges Counseling Center, which is also attached here. As part of the sub-lease agreement between the Free Clinic and Healing Bridges, staff is recommending an initial term of two years, starting March 1st 2026 with a monthly escrow contribution of $550, to be split evenly between the two agencies.

Both the Clemson Free Clinic and Healing Bridges have reviewed the proposed agreements and are comfortable with the terms included therein.

STATE OF SOUTH CAROLINA	)	CONSENT TO
	)	SUB-LEASE AGREEMENT
COUNTY OF PICKENS	)	**[HEALING BRIDGES COUNSELING CENTER]**

THIS CONSENT TO SUB-LEASE AGREEMENT ("Consent") is, effective March 1, 2026 ("Effective Date"), by and between the CITY OF CLEMSON, SOUTH CAROLINA, as Lessor, and THE CLEMSON FREE CLINIC, as Lessee (with, Lessor, collectively, "Parties, each, a "Party"), each under that certain Lease Agreement, between Lessor and Lessee, dated as of February 24, 2022, effective as of March 1, 2022 (a full executed copy of which is attached as Exhibit A, Lease).

WITNESSETH:

WHEREAS, Lessor and Lessee entered into the Lease;

WHEREAS, paragraph 10 of the Lease prohibits subletting the Lease;

WHEREAS, Lessee has requested Lessor consent to the sub-lease of a portion of the Premises, as described in the Lease, to the Healing Bridges Counseling Center;

WHEREAS, Lessee has had prepared a sub-lease, the final copy of which is attached to this Consent as Exhibit B ("Sub-Lease");

WHEREAS, Lessor has indicated its willingness to consent to the Sub-Lease so long as (a) the Sub-Lease, as executed, remains in the final form as attached to this Consent with only such non-material changes, if any, as are necessary to finalize the Sub-Lease for execution by the parties thereto, (b) Lessee and Healing Bridges Counseling Center execute and deliver to Lessor a subordination agreement in favor of Lessor, the final form of which is attached to this Consent as Exhibit C, and (c) Sub-Lease remains, in all respects, subject to the each and every right of Lessor in and to the entirety of the leased premises and the Lease;

WHEREAS, paragraph 4 of the Lease provides for a review and revision to the assessment of monthly "reimbursable costs" by Lessor against Lessee; and

WHEREAS, Lessor and Lessee have jointly made such a review and agree on a revised, monthly assessment;

NOW, THEREFORE, for $5.00 paid by Lessee to Lessor, and for other good and valuable consideration, the sufficiency of which Lessor acknowledges, Lessor and Lessee agree as follows:

a. Subject to the conditions referenced and/or set forth in this Consent, Lessor consents to the Sub-Lease;

b. Lessee is and shall remain primarily liable to Lessor for any and all matters under the Lease and shall be primarily liable to Lessor for any and all matters arising under the Sub-Lease;

c. The monthly "reimbursable costs" assessed according to paragraph 4 of the Lease are $550.00 from and including March 1, 2026, through and including December 31, 2027; and

d. This Consent contains the entire agreement between the Parties with respect to Lessor's consent to the Lease amendment(s) and cannot be orally changed or terminated. Any change in this Consent must be made in writing and signed by all of the Parties to this Consent.

[ONE SIGNATURE PAGE, AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

CITY OF CLEMSON, SOUTH CAROLINA (Lessor)

By:_____

[municipal seal]

Name:_____

Its:_____

ATTEST:

By:_____

Name:_____

Its:_____

THE CLEMSON FREE CLINIC (Lessee)

By:_____

Name:_____

Its:_____

EXHIBIT A

LEASE AGREEMENT

[FULLY EXECUTED]

EXHIBIT B

SUB-LEASE AGREEMENT

[FINAL FORM]

EXHIBIT C

SUBORDINATION SUB-LEASE AGREEMENT

[FINAL FORM]

STATE OF SOUTH CAROLINA)
) SUB-LEASE AGREEMENT
COUNTY OF PICKENS) **[CLEMSON FREE CLINIC-HEALING BRIDGES COUNSELING CENTER]**

THIS SUB-LEASE AGREEMENT ("Agreement") is made and entered into, effective March 1, 2026 ("Effective Date"), by and between THE CLEMSON FREE CLINIC, as Sub-Lessor, and HEALING BRIDGES COUNSELING CENTER, as Sub-Lessee (with Sub-Lessor, collectively, "Parties," each, a "Party").

WITNESSETH:

I. PREMISES: In consideration of the covenants and agreements herein contained, Sub-Lessor hereby leases unto Sub-Lessee, for the use of counseling services, only so much of 1200 Tiger Boulevard, Suite 1, Clemson, South Carolina 29631, in the City of Clemson, County of Pickens, State of South Carolina, designated as Pickens County Tax Map Parcel 4054-13-04-3130, as constitutes: (a) the lobby area and hallway, (b) the reception office, (c) exam room 2, (d) exam room 3, (e) conference room, and (f) all bathrooms, all as may be more particularly depicted without an "X" on the attached Exhibit A. The Premises does not include, and specifically excludes, those items as are generally depicted with an "X": (u) the pharmacy and connecting areas, (v) backroom area-connected to pharmacy, (w) exam room 1, (x) exam room 4, (y) Sub-Lessor's director's office, all as may be more particularly depicted on the attached Exhibit A, and (z) any and all areas not specifically referenced in subitems I.(a)-I.(e), above.

Such Premises are useable by Sub-Lessee during only the following days and times for such listed purposes: (a) Tuesday, Thursday, and Friday from 07:00:00 a.m. through and including 8:00:00 p.m. for all such lawful purposes as necessarily arise out of the provision of Sub-Lessee's counseling services; and (b) Monday, Wednesday, Saturday and Sunday at such times as Sub-Lessor may permit in the sole and absolute discretion of Sub-Lessor, but only for such lawful, internal, administrative purposes of Sub-Lessee.

II. TERM: The "Term" of this Agreement (as may be extended described herein) shall be from the Effective Date through and including 8:00:00 p.m. on February 29, 2031. Either party may terminate this agreement by giving 90 days notice of such termination.

III. OPTION: Provided there is no default under this Agreement, and no act or omission is occurring that through the passage of time could constitute a default under this Agreement, then Sub-Lessee shall have the option to extend to Term of this Agreement.

IV. REIMBURSABLES: There shall be no rent owed under this Agreement but Sub-Lessee shall be responsible for all costs included incurred by the Sub-Lessor from the Sub-Lessee's use of the Premises. The total reimbursable cost per month shall be $275.00. The monthly payment shall be due on the 1st day of every month beginning March 1, 2026, and is PAST DUE if not paid in full by the 15th day of each month. The reimbursement cost will be reviewed every even-numbered year for a potential increase, and may change the cost per month due to the Sub-Lessor beginning January 1, 2028.

V. HOLDING OVER: Should Sub-Lessee hold over in possession after the expiration of the Term, such holding over shall not be deemed to extend the Term or renew this Agreement, but the tenancy thereafter shall continue upon the covenants and conditions herein set forth during the last month of the Term, and shall constitute a tenancy month to month only until terminated by either Party by written notice designating the date of termination given to the other Party 320 or more days before such date.

VI. OUTSIDE SIGNAGE: Sub-Lessee may post such signage outside the exterior walls of the Premises of a similar size, design, and location as Sub-Lessor utilizes with respect to its business operations, as more fully depicted on the attached Exhibit B. Prior to the installation of any such signage, Sub-Lessee must obtain written approval from Sub-Lessor. Such consent shall not be unreasonably withhold, conditioned, or delayed.

VII. IMPROVEMENTS/ALTERATIONS: Sub-Lessee shall make no improvements and/or alterations of any kind whatsoever to the Premises.

VIII. SUBLETTING AND ASSIGNMENT: Sub-Lessee shall not sublet any or all of the Premises.

IX. INDEMNITY: Sub-Lessee shall indemnify and save harmless the Sub-Lessor from any kind and all claims and demands for injury or damage to any person which may be asserted or made against Sub-Lessor with respect to the Premises or any part thereof. Sub-Lessee shall, at its own expense, provide and keep in force for the benefit and protection of the Sub-Lessor a general liability policy or policies in standard form, protecting the Sub-Lessor against any and all liability occasioned by accident or disaster, in an amount not less than One Million Dollars. The Sub-Lessor shall be listed as Additional Insured by the Underwriter and listed as such on all policies. Sub-Lessee will annually provide an Affidavit of Coverage and Additional Insured to Sub-Lessor.

X. INSURANCE: Sub-Lessee shall be responsible for purchasing and maintaining renter's insurance covering any insurable losses to Sub-Lessee's possessions at the Premises.

In the event of fire or other casualty, Sub-Lessee is to notify the Sub-Lessor or Sub-Lessor's agent as soon as possible. Sub-Lessee hereby releases the Sub-Lessor from liability, loss or damage occurring on or to the Premises of which they are a part or to the contents of either thereof, caused by fire or other casualty to the extent covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other or for such loss or damage.

Willful misconduct or negligence lawfully attributable to Sub-Lessor, whether in whole or in part a contributing cause of the fire or casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

XI. CONFORMITY TO LAW: Sub-Lessee's use of Premises is subject to any laws and regulations, including any applicable land use regulations, and/or any and all protective covenants and restrictions which may appear of record.

XII. SURRENDER: At the expiration or earlier termination of the Term of the this Agreement, Sub-Lessee covenants that it will peaceably and quietly leave and surrender the Premises in good order and condition, reasonable wear and tear, restoration, repairs and replacements required to be made by Sub-Lessor and loss or damage by fire, the elements and casualty, excepted.

XIII. QUIET ENJOYMENT AND TITLE: Sub-Lessor covenants that Sub-Lessee, on performing the covenants and conditions in this Agreement contained, shall and may peaceably and quietly have, hold, and enjoy the Premises and all rights, easements, appurtenances and privileges belonging or in anywise appearing thereto, for the Term.

XIV. COURT COSTS: In the event the Sub-Lessor shall incur legal expenses to enforce any provision of this Agreement, Sub-Lessee shall be liable to the Sub-Lessor for the cost of all attorney's fees and costs.

XV. DEFAULT: In case of violation by Sub-Lessee of the covenants, agreements, and conditions contained in this Agreement, or any or either of them, and upon failure to discontinue such violating within 10 days after notice in writing by certified mail of such violation addressed by Sub-Lessor, to Sub-Lessee at the following address: P.O Box 48, Clemson SC 29633, or such other place as may be hereinafter designated in writing by Sub-Lessee, this Agreement shall thenceforth at the option of Sub-Lessor become null and void, and the Sub-Lessor may re-enter without notice or demand, and Sub-Lessee shall be liable for all loss or damages resulting from such violation.

XVI. AGREEMENT BINDING UPON HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES, AND ASSIGNS OF SUB-LESSEE: The covenants, terms, conditions, provisions and undertakings in this Agreement or in any renewals thereof shall extend to and be binding on the heirs, successors, personal representatives, and assigns of the Sub-Lessee, provided, however,

Party, as if that Party were in each case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the Parties, then it shall be held to include and apply also to the heirs, successors, personal representatives, and assigns of that Party, as if in each case so expressed.

XVII. MEMORANDUM OF UNDERSTANDING: Sub-Lessor and Sub-Lessee shall enter into a memorandum of understanding ("MOU") with respect to other matters related to the use of the Premises and/or any personal property located in the Premises, involving, for example, janitorial services, utilities, use of personal property, general scheduling, use of technology, and other cost sharing matters.

XVIII. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the Parties and cannot be orally changed or terminated. Any change in this Agreement must be made in writing and signed by all of the Parties to this Agreement.

XIX. ENCUMBRANCE. A Party shall not in any way, by any method, attempt to encumber the Premises or that Party's interest in the Premises and/or this Agreement. Any such purported encumbrance is ***void***.

XX. RECORDATION. A Party shall not record this Agreement or any "short form" or memorandum of this Agreement in the real property records of Pickens County, South Carolina, or in any other location.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

THE CLEMSON FREE CLINIC (Sub-Lessor)

By:_____

Name:_____

Its:_____

HEALING BRIDGES COUNSELING CENTER (Sub-Lessee)

By:_____

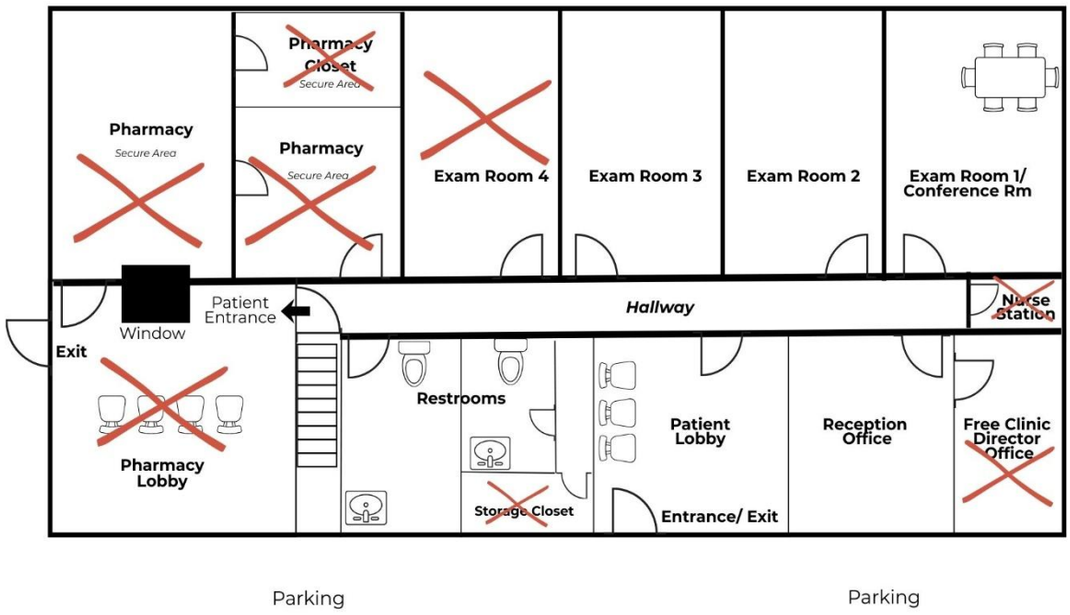
Name:_____

Its:_____

EXHIBIT A

DEPICTION OF PREMISES/EXCLUDED FROM PREMISES

EXHIBIT A



Healing Bridges may not use areas denoted by an

Not to scale, for illustration purposes only

EXHIBIT B

DEPICTION OF SIGNAGEß

STATE OF SOUTH CAROLINA	)	SUBORDINATION OF, AND CONSENT
	)	TO, SUB-LEASE AGREEMENT
COUNTY OF PICKENS	)	**[CLEMSON FREE CLINIC-HEALING BRIDGES COUNSELING CENTER]**

THIS SUBORDINATION OF, AND CONSENT ("Subordination"), OF SUB-LEASE AGREEMENT [Clemson Free Clinic-Healing Bridges Counseling Center], effective March 1, 2026 (a full executed copy of which is attached as Exhibit A, "Sub-Lease"), is effective March 1, 2026 ("Effective Date"), by and among THE CLEMSON FREE CLINIC, as Sub-Lessor of the Sub-Lease, HEALING BRIDGES COUNSELING CENTER, as Sub-Lessee of the Sub-Lease (with Sub-Lessor, collectively, "Parties," each, a "Party"), in favor of the City of Clemson, South Carolina, as Lessor ("City"), under that certain "Lease Agreement," dated February 24, 2022, effective as of March 1, 2022, by and between Lessor and THE CLEMSON FREE CLINIC, as Lessee (a full executed copy of which is attached as Exhibit B, "Lease").

WITNESSETH:

I. CONSENT: Subject to the terms and conditions of this Subordination and the Lease, the City consents to the Sub-Lease without any changes thereto.

II. SUBORDINATION: The Sub-Lease is expressly, and in all respects, subject to, and subordinate to, the City's right to terminate the Sub-Lease at any time, for any reason or no reason, by giving notice of such termination to Sub-Lessee, and otherwise subject to, and subordinate to, the City's rights as contained in the Lease, and the City's rights to amend and/or terminate the Lease.

III. SURRENDER/HOLDING OVER: At the expiration or earlier termination of this Subordination and the Lease, whichever is first, Sub-Lessee covenants that it will peaceably and quietly leave and surrender the Premises in good order and condition, reasonable wear and tear, excepted. Sub-Lessee shall have no right to hold-over. **ANY PURPORTED HOLDING OVER SHALL CONSTITUTE A CRIMINAL TRESPASS AND CIVIL TRESPASS AND NOTICE OF SUCH TRESPASS IS HEREBY PROVIDED. NO FURTHER NOTICE IS REQUIRED TO BE GIVEN BEFORE ACTION MAY BE TAKEN TO REMEDY SUCH TRESPASS.**

IV. OUTSIDE SIGNAGE: Sub-Lessee shall not post and/or place any signage outside of the exterior walls of the Premises without the City's prior, written consent.

V. INDEMNITY: Sub-Lessee shall indemnify and save harmless the City from any kind and all claims and demands for injury or damage to any person which may be asserted or made against the City with respect to the Premises or any part thereof. Sub-Lessee shall, at its own expense, provide and keep in force for the benefit and protection of the Sub-Lessor a general liability policy or policies in standard form, protecting the City against any and all liability occasioned by accident or disaster, in an amount not less than One Million Dollars. The City shall be listed as Additional Insured by the Underwriter and listed as such on all policies. Sub-Lessee will annually provide an Affidavit of Coverage and Additional Insured to the City.

VI. INSURANCE: Sub-Lessee shall be responsible for purchasing and maintaining renter's insurance covering any insurable losses to Sub-Lessee's possessions at the Premises.

In the event of fire or other casualty, Sub-Lessee is to notify the City immediately. Sub-Lessee hereby releases the City Lessor from liability, loss or damage occurring on or to the Premises of which they are a part or to the contents of either thereof, caused by fire or other casualty to the extent covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other or for such loss or damage.

VII. COURT COSTS: In the event the City shall incur legal expenses to enforce any provision of this Subordination, Sub-Lessee shall be liable to the City for the cost of all attorney's fees and costs.

VIII. DEFAULT: In case of violation by Sub-Lessee of any provision of this Subordination, the Lease, and/or the Sub-Lease, and upon failure to discontinue such violating within 5 days after notice in writing by certified mail of such violation addressed by the City, to Sub-Lessee at the following address: P.O. Box 48, Clemson SC, 29633, or such other place as may be hereinafter designated in writing by Sub-Lessee, the Sub-Lease shall thenceforth at the option of the City become null and void, and the City may re-enter without notice or demand, and Sub-Lessee shall be liable for all loss or damages resulting from such violation. The rights contained in this paragraph are cumulative to any other rights provided to the City in this Subordination.

IX. SUBORDINATION BINDING UPON HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES, AND ASSIGNS OF THE PARTIES: The provisions of this Subordination extend to and are binding on the heirs, successors, personal representatives, and assigns of each respective Party.

X. SUB-LEASE AMENDMENTS: A party to the Sub-Lease is not entitled to make any changes (written, verbal, through a course of dealing, or otherwise) to the Sub-Lease without the City's written consent, in each instance. Any purported amendment without the City's written consent is ***void***.

XI. DISCRETION: The City' entitlement to exercise its discretion under this Subordination is absolute and unconditional.

XII. ENTIRE AGREEMENT: This Subordination contains the entire agreement with respect to the City's conditional consent to the Sub-Lease and the subordination of Party's rights under the Sub-Lease in favor of the City. This Subordination cannot be orally modified or terminated. Any change in this Subordination must be made in writing and signed by the Parties and the City.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

THE CLEMSON FREE CLINIC (Sub-Lessor)

By:_____

Name:_____

Its:_____

HEALING BRIDGES COUNSELING CENTER (Sub-Lessee)

By:_____

Name:_____

Its:_____

ACKNOWLEDGE AND CONSENT:

CITY OF CLEMSON, SOUTH CAROLINA

By:_____

[municipal seal]

Name:_____

Its:_____

ATTEST:

By:_____

Name:_____

Its:_____

EXHIBIT A

SUB-LEASE AGREEMENT

[FULLY EXECUTED]

EXHIBIT B

LEASE AGREEMENT

[FULLY EXECUTED]