

**LEASE AGREEMENT
BETWEEN
CITY OF COLUMBUS DEPARTMENT OF RECREATION AND PARKS
and
NATIONWIDE CHILDREN'S HOSPITAL**

This Lease Agreement ("Lease") is entered as of the 15th day of February , 2010 by and between CITY OF COLUMBUS, DEPARTMENT OF RECREATION AND PARKS ("Columbus R & P" and/or "CITY), a municipal corporation and NATIONWIDE CHILDREN'S HOSPITAL ("NCH"), an Ohio non-profit corporation.

WITNESSTH:

WHEREAS, NCH desires to operate a therapy clinic in Columbus, Ohio in accordance with its mission to provide quality health care to all children without regard to their ability to pay; and

WHEREAS, Columbus R & P has agreed that NCH may use space at the Franklin Park Adventure Center located at 1747 East Broad Street in Columbus, Ohio ("the Premises") in order to provide therapy services to children in the Columbus, Ohio area; and

WHEREAS, NCH hereby agrees to use the Premises in accordance with the terms of this Lease.

NOW THEREFORE, in consideration of the mutual covenants and consideration herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1. Term and Termination

- (a) The initial term of this Lease shall be for a period beginning on February 15, 2010 and ending on February 14, 2011 ("Initial Term"). The Initial Term shall be extended automatically for one or more periods of twelve (12) months (each an "Extension Term"), unless notice in writing to terminate is given by a party not less than thirty (30) days before the end of the Initial Term or any Extension Term.
- (b) Either party may terminate this Lease at any time prior to the expiration date upon giving the other party thirty (30) days written notice of its intention to terminate.

Section 2. Premises

- (a) Columbus R & P hereby leases to NCH the use of _____ square feet (“the Leased Space”), being the second (2nd) floor of the Premises, Monday through Friday of each week from ____ a.m. to ____ p.m. NCH shall be entitled to use of the Leased Space to provide pediatric therapy services (“the Services”) and shall be entitled to use related common areas as may be necessary to carry out the Services, excluding any dates when an organized festival and/or event are otherwise scheduled. Columbus R & P shall provide NCH with prior written notice of the dates of such organized festivals or events.
- (b) Upon obtaining written authorization from the Columbus R & P Director, NCH may place signs in or on the Premises.
- (c) Columbus R & P shall supply housekeeping, janitorial, waste disposal services, as well as a building attendant for the Premises.
- (d) Columbus R & P shall provide local telephone capabilities. NCH shall be responsible for any long distance or fax charges it incurs while using the Lease Space. NCH shall be responsible for providing its own computers and computer equipment, but Columbus R & P shall provide an internet connection.
- (e) Except as otherwise specifically set forth in this Lease, Columbus R & P shall pay all utility charges in connection with the Premises.
- (f) Columbus R & P shall maintain and repair the Leased Space at no cost to NCH to ensure that the Leased Space remains in good order and condition throughout the term of the Lease. Columbus R& P shall not however be responsible for any NCH supplies, property, and/or equipment under any circumstances. NCH may not make any alterations to the Leased Space structure without the prior written consent of Columbus R & P’s Director.

Section 3. NCH Obligations

- (a) NCH shall comply with all laws, ordinances, regulations, and rulings issued by any governmental agency with respect to the use of the Leased Space.

- (b) NCH shall not create any public or private nuisance or do any other act or thing that would materially interfere with the operations of the Premises.
- (c) NCH shall make all decisions with respect to patient billing. NCH shall be responsible for all accounting with respect to the Services provided and collection of accounts for such Services. All fees, payments, and reimbursement for Services rendered during NCH's use of the Leased Space under this Lease shall belong to NCH.
- (d) NCH shall provide the technical and support staff and will provide supplies and equipment that are necessary for the performance of the Services.
- (e) All patients seen by NCH during its use of the Leased Space shall be patients of NCH. NCH shall have sole responsibility for the scheduling of patients for Services at the Premises.
- (f) NCH shall, at its sole expense, hire an adequately bonded and insured security guard for the Premises from 4 p.m. to 8 p.m. Monday through Friday. NCH acknowledges no agency relationship or otherwise exists between the Columbus R & P and the security guard.
- (g) NCH will permit individuals associated with Blaze Sports, a program under Columbus R & P, to use NCH's equipment, subject to the terms and conditions of this Agreement.

Section 4. Insurance

NCH shall carry, at its own expense throughout the term of this Lease, general and professional liability insurance coverage with minimum amounts of insurance as follows:

BODILY INJURY INSURANCE:	- Each Person:	\$1,000,000.00
PROPERTY DAMAGE LIABILITY:	- Each Person:	\$1,000,000.00
	- Each Accident:	\$2,000,000.00

Any insurance coverage required under this Article shall either be through self insurance or carried with an insurance company or companies licensed to do business in the State of Ohio, or a combination thereof.

NCH further agrees that Columbus R&P and the City of Columbus shall not be liable for any damage to the Premises or the structure(s) or any part thereof if such damage is caused by fire or other insurable hazards, except to the extent such fire or other hazard is caused by the negligence or willful misconduct of Columbus R&P or the City of Columbus.

Section 5. Independent Contractor

In the performance of all obligations hereunder, the parties shall be deemed to be independent contractors and neither party shall withhold or in any way be responsible for the payment of any federal, state, or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of the other party. Neither party shall be considered an employee of the other for any purpose whatsoever.

Section 6. Medical Records

Patient records of patients treated by NCH at the Premises during the time that NCH is using the Premises pursuant to this Lease are and shall remain the property of NCH.

Section 7. Liability

NCH agrees to indemnify, hold harmless and defend the City of Columbus, Columbus R & P, and all of the officers, agents, and employees of the City, from and against all liability, judgments or claims for bodily injuries to or death of, persons or damage to property, including attorney's fees, caused by, or purportedly caused by NCH, its agents, invitees or employees. Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which may in any way directly or indirectly, contingently or otherwise, affect either, and both shall have the right to participate in the defense of same to the extent of its own interest.

Section 8. Compliance With Law

Each party shall use the space in compliance with all applicable federal, state, and local laws, rules, and regulations relating to it.

Section 9. Assignment

No party shall have the right to assign its rights or obligations under this Agreement (whether by operation of law or otherwise) without the prior written consent of the other party. This Agreement shall not be extended to any other business or service.

Section 10. Successors and Assigns

Each and all of the terms and conditions of this Lease shall inure to the benefit of, and shall be binding upon, the successors in interest of the parties.

Section 11. Amendments

This Lease may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid it shall have been reduced to writing and signed by both parties.

Section 12. Strict Performance

No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

Section 13. Entire Agreement

There are no other agreements or understandings, either oral or written, between the parties affecting this Lease, except as otherwise specifically provided for or referred to herein. This Lease cancels and supersedes all previous agreements between the parties relating to the subject matter covered by this Lease.

Section 14. Invalidity or Unenforceability of Particular Provisions

The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof, and this Lease shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 15. Choice of Law and Venue

This Lease has been executed and delivered in accordance with, and shall be interpreted, construed, enforced and governed by and in accordance with, the laws of the State of Ohio, and the courts of Ohio in the County of Franklin shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding between the parties that may be brought or arise out of, in connection with, or by reason of, this Lease. The parties hereby consent to the jurisdiction of said court.

Section 16. Construction of Terms and Headings

Words used in this Lease shall be read as the masculine, feminine or neuter gender, and as the singular or plural, as the content requires. The captions or headings are for convenience only and are not intended to limit or define the scope or effect of any provision of this Lease.

Section 17. Force Majeure

If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, governmental laws or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 18. Notice

All notices, requests, demands, and other documentation required or permitted to be given under this Agreement shall be provided in writing and will be deemed to have been fully given and received (i) when delivered in writing personally; (ii) when sent by confirmed electronic message or facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of such receipt, to the following addresses:

If to Columbus R & P:

Director

Department of Recreation and Parks
1111 East Broad Street
Columbus, Ohio 43205

With a copy to:

Chief Real Estate Attorney
Real Estate Division
109 N. Front Street, 4th Flr.
Columbus, Ohio 43215

If to NCH:

Nationwide Children's Hospital
700 Children's Drive
Columbus, OH 43205
Attn:

With a copy to:

Nationwide Children's Hospital
700 Children's Drive
Columbus, Ohio 43205
Attn: Legal Services

Any party to this Agreement may, by notice given in accordance with this section, designate a new address for notices, requests, demands, and other communications to such party.

Section 19. Holdover.

NCH shall have no right to occupy the Leased Space or any portion thereof after the expiration or termination of this Lease.

[THE REST OF THIS PAGE WAS LEFT BLANK INTENTIONALLY. SIGNATURE PAGE
FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

COLUMBUS RECREATION AND PARKS

By: _____

Printed Name: Alan D. McKnight

Its: Director

Date: _____

NATIONWIDE CHILDREN'S HOSPITAL

By: _____

Printed Name: _____

Its _____

Date: _____

[SIGNATURE PAGE TO THE LEASE AGREEMENT BETWEEN COLUMBUS RECREATION AND PARKS AND NATIONWIDE CHILDREN'S HOSPITAL.]