

SUB-LEASE AGREEMENT

This Sub-lease Agreement made and entered into by and between the **CITY OF COLUMBUS, OHIO**, "Sub-lessor", a municipal corporation, acting by and through its Department of Recreation and Parks, 1111 East Broad Street, , Columbus, Ohio 43205 and **COMMUNITY FOR NEW DIRECTION INCORPORATION**, "Sub-lessee", an Ohio non-profit corporation, 2323 W. Fifth Avenue, Ste. 160, Columbus, Ohio 43204.

WITNESSETH

That Sub-lessor, in consideration of the rents and covenants hereinafter stipulated to be paid and performed by the Sub-lessee, does hereby sub-lease the first floor of the Sawyer Recreation Center to the Sub-lessee, ("demised premises") being within the Sawyer Recreation Center ("facility"), being located at 1000 Atcheson Street, Columbus, Ohio 43203. (See attached Exhibit "A")

WHEREAS, the Sub-lessor and the Sub-lessee desire to set forth herein their mutual rights and obligations in regard to the operation, leasing, and management of the demised premises;

WHEREAS, all terms, conditions, and covenants of this sub-lease agreement shall be dependent on and subject to a Prime Lease agreement commencing April 10, 1995 and expiring April 9, 2045 between the City of Columbus, Ohio as Lessee and the Columbus Metropolitan Housing Authority as Lessor and encompassing the real property which is the subject hereof;

WHEREAS, Sub-lessor will be granted permission to utilize the first and second floor of the facility designated in Exhibit A.

Now, therefore, in consideration of the mutual covenants and obligations contained herein, the Sub-lessor and the Sub-lessee do agree as follows:

ARTICLE 1. TERM

This sub-lease agreement, subject to the terms and conditions of the prime lease between the City of Columbus, Ohio, and the Columbus Metropolitan Housing Authority, shall be effective for One (1) year commencing on January 1, 2018 and terminating on December 31, 2018.

ARTICLE 2. CONTINUATION OF LEASE

This sub-lease agreement may be extended for one (1) additional year from January 1, 2019 through December 31, 2019 if Sub-lessor and Sub-lessee mutually agree to an extension in writing prior to the termination date of the initial term.

ARTICLE 3. RENT

The rent shall be One Dollar (\$1.00).

ARTICLE 4. TERMINATION

Subject to the prime lease referred to in Article 1 above, Sub-lessor may terminate this sub-lease agreement upon Sixty (60) days written notice to Sub-lessee.

ARTICLE 5. DEFAULT

If the Sub-lessee violates any provision(s) of this agreement for any reason and such violation is not cured, remedied, or Sub-lessee is not diligently pursuing a remedy within thirty (30) days after notice thereof by the Sub-lessor, the said violation will constitute a default under this agreement.

In the event of default, Sub-lessor, at its sole option, may deem this sub-lease agreement terminated immediately upon expiration of the thirty (30) day time period which Sub-lessee has to cure or remedy such default. Such right of termination shall be in addition to Sub-lessor's other remedies and rights.

Upon the occurrence of the default and each and every subsequent default, the Sub-lessor shall have the right to institute any proceeding, action, or suit, in equity or at law, as it deems appropriate, and/or terminate this sub-lease agreement.

ARTICLE 6. UTILITIES

Sub-lessee is responsible for payment of all utilities, including, but not limited to, water, sewer, gas, electric, and telephone service, and other such utility services utilized by Sub-lessee in connection with the demised premises, and which can be reasonably allocated. At the execution of this sub-lease agreement water, sewer, gas, and electric service is not metered separately and will not be billed to Sub-lessee until a reasonable method of allocation can be determined, at which time Sub-lessee agrees to pay such utility bills upon presentation from Sub-lessor.

ARTICLE 7. ENCUMBRANCES, TAXES AND ASSESSMENTS

The Sub-lessee will not voluntarily create, cause, or allow to be created any debt, lien, mortgage, charge, or encumbrance against the demised premises or any portion of the "facility". Sub-lessee shall pay to the appropriate authorities all real estate taxes, assessments, or other charges levied against the demised premises by any public authority.

ARTICLE 8. MAINTENANCE AND OPERATION

At all times, the Sub-lessee will keep the demised premises and facility in safe condition and repair and will comply with all laws, ordinances, codes, and regulations applicable thereto in the occupancy, maintenance and operation thereof. The Sub-lessee shall not permit, commit or suffer waste or impairment of the demised premises or facility, or any part thereof. The Sub-lessee shall be completely and solely responsible for the maintenance of the demised premises and facility, including but not limited to replacement and repair of light fixtures and light bulbs, security locks, and other apparatus, appliances, and fixtures used by the Sub-lessee on a normal daily basis in the providing of services and management of its operation. Sub-lessee shall be responsible for upkeep and repair of all play equipment, furnishings, and fencing in the area adjacent to the day care operation. Sub-lessor shall be responsible for building renovations and structural repairs to the facility, subject to Columbus City Council passing an ordinance authorizing expenditure of capital improvement funds for such purposes.

ARTICLE 9. USE AND CONTROL

The Sub-lessee shall be permitted to use the demised premises for the sole purpose of providing the services as outlined in its ADAMH grant agreement. The Sub-lessee shall not enter into any sub-lease or agreement transferring to any other entity the control or supervision of the

demised premises or facility.

ARTICLE 10. RELIGIOUS USE

The demised premises and facility shall not be used for sectarian instruction or religious worship.

ARTICLE 11. ASSIGNMENTS AND SUB-LEASES

Sub-lessee shall not assign this agreement in whole or in part, nor sublet all or any part of the demised premises or facility.

ARTICLE 12. NONDISCRIMINATION

The Sub-lessee is required to operate the demised premises in compliance with all requirements imposed by or pursuant to regulations of Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 252) and Executive Order 11246. The Sub-lessee will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status in connection with the use, benefits or services provided by the demised premises.

ARTICLE 13. RIGHT OF ENTRY FOR INSPECTIONS

The Sub-lessor or its authorized representative may at all reasonable times, without prior notice and without interfering with the Sub-lessee's operations, enter the demised premises and facility to examine the condition thereof. Sub-lessee shall immediately provide Sub-lessor with copies of all inspection reports made of the demised premises and facility by the Fire Department or other officials making inspections of any kind whatsoever.

ARTICLE 14. LIABILITY

Sub-lessee for itself, its contractors, employees, agents, or anyone working with Sub-lessee agrees to indemnify and hold harmless the Sub-lessor, and its respective officials, employees, or other agents and representatives, against any loss, claim, cause of action, damage, or liability whatsoever, whether, without limitation, strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorney's fees, which may be incurred in connection with, or in any manner arising out of any damage or loss to property or injury or death of any person resulting from, or arising out of, without limitation, during Sub-lessee's use of the demised premises and facility.

ARTICLE 15. INSURANCE

The Sub-lessee shall maintain adequate property and liability insurance to cover the demised premises and facility during the term of this sub-lease. The insurance shall be maintained as follows:

Fire insurance shall be maintained in an amount not less than the full insurance value of the facility. "Full insurable value" shall be deemed to mean the actual replacement cost (excluding foundation and excavation costs) less physical depreciation. Special form coverage shall also be maintained.

Insurance shall be maintained in full force and effect during the life of this sub-lease and shall protect the Sub-lessee, its employees, agents, representatives, building visitors and tenants from claims for damages for personal injury and death and for damages to property occurring in or about the demised premises and facility, or in or about any adjoining property, or in any manner

growing out of or connected with Sub-lessor's ownership or Sub-lessee's use and occupation of said demised premises and facility or the condition thereof. The minimum amount of insurance shall be as follows:

BODILY INJURY INSURANCE - Each Person \$2,000,000.00
Each Occurrence \$2,000,000.00

PROPERTY DAMAGE LIABILITY - Each Person \$2,000,000.00
Each Occurrence \$2,000,000.00

CORPORATE PROFESSIONAL LIABILITY – Each Occurrence \$1,000,000.00

Certificates showing the Sub-lessee is carrying the above described insurance in at least the above specified minimum amounts shall be furnished to the Sub-lessor annually. **The City of Columbus shall be named as an additional insured so long as this sub-lease agreement is effective and for such period of time after termination as Sub-lessee occupies or is in control of the leased premises.**

During the term of this agreement, the Sub-lessee shall take adequate measures to safeguard against the following risks;

- a. Theft or loss of funds or equipment necessary for the operation of the demised premises and facility;
- b. Damage due to failure of contractors or subcontractors to complete their performance or to pay laborers or to pay for material where the Sub-lessee, with the approval of the Sub-lessor, makes alterations and/or repairs to the demised premises and facility.

ARTICLE 16. DESTRUCTION OR DAMAGE; EMINENT DOMAIN

If the demised premises or facility are destroyed or damaged by fire or other casualty so as to render it unusable or if the facility or any portion is taken under the threat of or by the exercise of eminent domain, the Sub-lessor shall have the right to all insurance funds and/or just compensation payable for the land, structures, and improvements thereto, including any Sub-lessor owned personal property.

ARTICLE 17. IMPROVEMENTS TO FACILITY

Any improvement, if authorized as set forth herein, shall comply with Columbus City Code Chapter 329 and all applicable Prevailing Wage legal requirements. Sub-lessee shall not make or cause to be made any alterations, additions, or improvements to the demised premises or facility without first obtaining the Sub-lessor's written approval and consent. Should Sub-lessee make any alterations, additions, or improvements to the building without prior written approval and consent, then Sub-lessee, upon the request of Sub-lessor, shall remove same and restore the demised premises and facility to its original condition at the sole cost and expense of Sub-lessee.

ARTICLE 18. SIGNAGE

Sub-lessee shall place no sign or advertisement within or around the premises without the expressed written approval of the Sub-lessor, which approval or denial shall be final.

ARTICLE 19. REASONABLE CONDITIONS

Sub-lessor, by and through its Director of Recreation and Parks Department, shall have the power and authority to impose reasonable conditions, regulations, and requirements relative to the management and operations of said demised premises and facility as in its judgment are in the best interest of the public and the City of Columbus, Ohio. Sub-lessee shall be provided written notice of any such condition, regulation, or requirement instituted by Sub-lessor.

ARTICLE 20. ENVIRONMENTAL

Sub-lessee shall not handle, store, manufacture, or discharge any hazardous materials in or about the Premises. For purposes of this Sub-lease “Hazardous Materials” shall include, but shall not be limited to, any hazardous materials, hazardous substances, toxic substances or solid wastes, including, but not limited to asbestos (friable or non-friable), petroleum derivatives, polychlorinated biphenyls, flammable explosives, radioactive materials or other substances or materials defined as hazardous materials under any federal, state or local law. Sub-lessee covenants that neither Sub-lessee nor its agents or employees acting within their scope of employment or agency will use, treat, store, possess or release any Hazardous Materials, in violation of any present or future federal, state or local laws, ordinances, rules, and regulations.

If at any time during the term of this Sub-lease it is determined that there are any Hazardous Materials located in, on, under, around or above the Premises introduced to the Premises by Sub-lessee or any of its agents or employees that are required to be abated, removed or otherwise remediated by any federal, state or local environmental law, statute, ordinance or regulation, court or administrative order or decree or private agreement (“Environmental Requirements”) requiring special handling of Hazardous Materials in their use, handling, collection, storage, treatment or disposal, Sub-lessee, as appropriate, shall commence remediation with diligence within thirty (30) days after receipt of notice or the presence of the Hazardous Materials requiring remediation, and shall continue to diligently take all appropriate action, Sub-lessee’s sole expense, to comply with all such Environmental Requirements. Failure of Sub-lessee to comply with all Environmental Requirements shall constitute a default under this Sub-lease. Sub-lessee’s obligations under this Article shall survive the expiration or termination of this Sub-lease.

ARTICLE 21. RELATIONSHIP OF PARTIES

Parties agree that nothing contained in this Sub-lease is deemed or construed by the parties, nor by any third party, as creating an agency, partnership, joint venture, or employment relationship. Furthermore, the parties intend, agree, and understand that the only relationship between the parties under this Sub-lease is only that of a Sub-lessor and Sub-lessee.

ARTICLE 22. NOTICES

Wherever in this Sub-lease it shall be required or permitted that notice or demand shall be given or served by either party to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing, and forwarded by certified or registered mail to the parties as addressed below:

SUB-LESSEE

Community for New Direction Incorporation.
2323 W. Fifth Avenue, Ste. 160
Columbus, Ohio 43204

SUB-LESSOR

City of Columbus, Ohio
Dept. of Recreation and Parks
1111 East Broad Street
Columbus, Ohio 43215
Attn: Director

with copy to:
Chief Real Estate Attorney
Real Estate Division
Department of Law
77 North Front Street
Columbus, Ohio 43215

ARTICLE 23. NO REPRESENTATION

Except as expressly provided in this Article, Sub-lessee is accepting the demised premises “AS-IS, WHERE-IS”, without any representation or warranty of any kind from Sub-lessor or Landlord.

ARTICLE 24. CO-TERMINUS

In the event that the Prime Lease terminates for any reason, this Sub-lease shall automatically terminate, Sub-lessee shall surrender possession of the demised premises, and neither party shall have any further liability or obligation hereunder except for liabilities, if any, which have accrued prior to the termination of this Sub-lease, or obligations or liabilities that expressly survive the termination of this Sub-lease.

ARTICLE 25. GOVERNING LAW

This Sub-lease shall be governed by the laws of the State of Ohio.

ARTICLE 26. COUNTERPARTS; FACSIMILE SIGNATURES

This Sub-lease may be executed in multiple counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument. Facsimile signatures shall be deemed to be originals.

ARTICLE 27. ENTIRE AGREEMENT

This sub-lease contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such agreement is in writing and signed by both parties hereto.

[Signature Pages To Follow]

IN WITNESS WHEREOF, the Sub-lessee, Community for New Direction Incorporation, by its duly authorized officer has caused this Sub-lease Agreement to be subscribed this ____ day of _____, 2018.

**COMMUNITY FOR NEW DIRECTION
INCORPORATION**

an Ohio non-profit corporation

SUB-LESSEE:

By: _____

Gregory A. Jefferson, President/CEO

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this ____ day of _____, 2018, the foregoing instrument was acknowledged before me on behalf of Community for New Direction Incorporation, by Gregory A. Jefferson, its President/CEO.

(seal)

Notary Public
Expiration Date:

IN WITNESS WHEREOF, the Sub-lessor, City of Columbus, Ohio, by Tony Collins, Director, Department of Recreation and Parks, as authorized by Columbus City Council Ordinance No. _____, has hereunto caused his name to be subscribed this _____ day of _____, 2018.

CITY OF COLUMBUS, OHIO

a municipal corporation

SUB-LESSOR:

Tony Collins, Director
Department of Recreation and Parks

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this _____ day of _____, 2018, the foregoing instrument was acknowledged before me on behalf of City of Columbus, Ohio, by Tony Collins, Director, Department of Recreation and Parks.

(seal)

Notary Public
Expiration Date:

This instrument prepared by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: Jeff Bennington
Real Estate Attorney
Real Estate Division
For: Dept. of Recreation and Parks, Chad Karg
Re: Sawyer Recreation Center (5-1-18)

CONSENT OF LANDLORD

Article 1(f) of the Prime Lease prohibits the assignment and/or subletting of all or any portion of the Prime Premises without the prior written consent of Landlord. Landlord hereby consents to the within and foregoing Sub-lease. However, Landlord's consent herein shall in no manner be interpreted to modify, relinquish, or alter the Prime Lease and Sub-landlord shall remain responsible for all of Sub-landlord's obligations, promises, commitments and terms under the Prime Lease.

This ____ day of _____, 2018

COLUMBUS METROPOLITAN HOUSING AUTHORITY

By: _____

Print Name: _____

Title: _____