

Lease Agreement

This Lease Agreement (“Lease”) entered on _____, 2019, which is the date last executed by either Lessor or Lessee (“Execution Date”), between the **CITY OF COLUMBUS, OHIO** (“Lessor”), a municipal corporation, acting through its Recreation and Parks Department, and **THE CHILD DEVELOPMENT COUNCIL OF FRANKLIN COUNTY** (“Lessee”), an Ohio non-profit corporation (collectively, “Parties”).

Background

A. Lessor is the owner of real property and all real property improvements, namely the recreation center, located at 1184 Barnett Road, Columbus, Ohio 43227, which is commonly known as Barnett Park (“**Park**”).

B. Lessee desires to cooperatively use portions of the Park’s Recreation Center, specifically Classroom № 7 (1,032 ft²), Kitchen (450 ft²), and Office Space (792 ft²), totaling **2,274 ft²** (collectively, “**Premises**”)

C. Lessee will use the Premises to operate and implement its Head Start, Early Head Start, and Child Care services education programs to help low-income children and families (collectively, “**Program**”).

D. Lessee has been using portions of the Park to operate its Program since October 2007; however, this Lease is the present and only written agreement between the Parties relating to Lessee’s use and occupation of the Premises, and all prior oral or written agreements between the Parties relating to the Premises are null, void, and terminated.

Now, Therefore, in consideration of the mutual covenants and obligations contained in this Lease, the Parties desire, intend, and agree to set forth their mutual rights and obligations regarding the use, operation, lease, and management of the Premises.

Terms & Conditions

1. Leased Premises. Lessor agrees to lease to Lessee the Premises to operate Lessee’s Program.

2. Term & Renewal. This Lease has a term of one (1) year commencing on _____, 2019, and automatically renewing for successive one (1) year terms for a maximum of five (5) terms; however, this Lease is subject to earlier termination as provided in this Lease. Additionally, this Lease does not automatically renew upon naturally terminating _____, 2024.

3. Consideration & Rent.

3.1. Lessee agrees to pay an annual rental payment for the Premises (“Rent”). The Rent is calculated at **Four and 00/100 U.S. Dollars per square foot (\$4.00/ft²)**. The Premises consists of Classroom № 7 (1,032.00 ft²), Kitchen (450 ft²), and Office Space (792 ft²), totaling **2,274 ft²**. Therefore, Lessee’s Rent for the Premises is **Nine Thousand, Ninety-six, and 00/100 U.S. Dollars (\$9,096.00)**, which the Rent is due by no later than _____ in each year for the term of this Lease.

3.2. Lessee’s Rent is payable, by check, which must be made out to **Columbus City Treasurer**, at the following address, which is subject to change:

Columbus Department of Recreation & Parks
Attention: Fiscal Manager
1111 E. Broad St, Columbus, OH 43205

4. Termination. Except as specifically provided in this Lease, either party may terminate this Lease, with or without cause, upon **ninety (90) days** written notice to the other party. However, in event of an emergency determined solely by Lessor, this Lease may be temporarily suspended or immediately terminated by upon five (5) days written notice to Lessee.

5. Premises Use, Restrictions, & Limitations.

5.1. **Permitted Use.** Lessee may only possess and use the Premises for Lessee’s use, activity, and operation of the Program. Specifically, Lessee is permitted to nonexclusively:

Use Classroom (№ 7) of the Premises for educational purposes associated with the Program;

Use the Office Space of the Premises as an office and headquarters for the Program's normal operations;

Use the gym area of the Premises for recreational use, as scheduling is available and subject exclusively to Lessor's discretion; and

Cooperatively use the Kitchen of the Premises with Lessor for storage of food used in the Program's normal operations.

5.2. **Division of Classroom № 7.** Lessee may divide Classroom № 7 of the Premises into two (2) or more separate areas; however, Classroom № 7 cannot be divided in any manner from **June 1st to August 15th** in each year for the term of this Lease.

5.3. **Barnett Park.** Lessee possesses no rights to use, occupy, or lease real property or any other improvements in the Park located outside of the Premises. Except as permitted in this Lease, Lessee agrees to refrain from committing any acts in the Park that disturbs the quiet enjoyment of any other of the Park's visitors or occupants. Lessor may declare a default and can automatically terminate this lease upon Lessee's breach of this subsection.

5.4 Lessee shall not place any additional lock or locks on any door in the Premises. A reasonable number of initial keys to the locks or electronic cardkeys on the doors in the Premises shall be furnished by Lessor to Lessee at the cost of Lessor, and Lessee shall not have any duplicate keys made. All keys and passes shall be returned to Lessor at the expiration or earlier termination of the Lease.

6. Common Areas & Parking

6.1 The term "Common Areas" shall be deemed to mean such areas in or at the Building as determined by Lessor from time to time to be devoted to the general usage of all occupants of the Building and their employees, customers and other invitees, including without limitation all hallways, entrances and exits, common area lobbies, bathrooms, and vending areas, landscaped areas, accommodation areas such as sidewalks, parking areas, grass plots, ~~ornamental planting~~, entry monuments and signs, directional signals and the like.

The use by Lessee of the Premises shall include the use, in common with the others entitled thereto, of the Common Areas as may be designated from time to time by Lessor, subject however to the terms and conditions of this Lease and to rules and regulations for the use thereof as prescribed from time to time by Lessor.

Lessor shall have the right to close any or all portions of the Common Areas at such times and under such circumstances as Lessor deems appropriate. Lessor shall have the right from time to time to establish, modify and enforce rules and regulations with respect to all Common Areas. Lessee agrees to abide by and conform to such rules and regulations, including, but not limited to, rules and regulations as to parking of employees' cars, making deliveries, and traffic control.

6.2 During the term of this Lease, Lessee, its employees, and invitees, may park in Lessor's designated parking areas on a first-come, first serve basis and subject to such rules and regulations promulgated from time to time by Lessor. At such time and under such circumstances as Lessor deems appropriate, Lessor may rearrange parking areas or may eliminate spaces altogether. Lessee hereby acknowledges and agrees that Lessor shall not be liable for any vehicle of Lessee or its employees that the Lessor has towed from the Lessor's parking lots when illegally parked. Lessee further acknowledges and agrees that Lessor shall have no liability to Lessee for any damages or claims arising from the use of the parking areas or driveways by Lessee, or its employees, invitees, Lessees or by Lessor's employees, invitees, Lessees accessing the Building.

7. Cleaning & Maintenance.

7.1. Lessee agrees to take all reasonable and prudent steps and precautions to provide and assure the continued value and integrity of the Premises and Park by conducting routine maintenance and cleaning, which includes but is not limited to daily trash pick-up, replacing light bulbs, and keeping the Premises free of any rodents or insects. Lessee agrees to keep the Premises clean, sanitary, and free from all debris to the subjective satisfaction of Lessor. Lessee must not store any broken or non-functioning equipment on the Premises. If Lessee stores any unpermitted items upon the Premises, Lessor will assess Lessee a reasonable fee, which Lessee must pay, for the removal of those unpermitted items.

7.2. Lessee agrees to otherwise maintain the Premises in its present condition and agrees promptly notify Lessor of any issues, defects, malfunctions, or damages to the Premises beyond normal wear and tear and beyond Lessee's routine maintenance and cleaning.

7.3. Lessee agrees to install, maintain, and remove all of its temporary equipment supporting

its use and operation of its Program in the Premises in a safe manner. Any temporary or permanent improvements existing or to be constructed in the Premises that are constructed by Lessee are subject to Lessor's prior, written approval.

8. **Professionalism & Skill.** Lessee represents and warrants that Lessee and Lessee's employees, contractors, agents, and related personnel possess the requisite professional skill, knowledge, certifications, and experience to use the Premises and operate Lessee's Program.

9. **Secular Use.** Lessee cannot use the Premises or the Park for any sectarian instruction or religious worship. Lessor may declare a default and may automatically terminate this lease upon Lessee's breach of this subsection.

10. **Lessee's Property & Fixtures.** All trade fixtures, furnishings, equipment, draperies, office equipment, carpeting, and other personal property placed or maintained on the Premises by Lessee are Lessee's responsibility and are at Lessee's sole risk, and Lessor is not liable for any loss or damage to Lessee's property described in this subsection.

11. **Alcohol & Drugs.** Lessee cannot permit, manufacture, sell, store, or consume any intoxicating liquor, beer, narcotics, or any other illegal substance or contraband in, on, upon, or around the Premises or the Park. Lessor may declare a default and may automatically terminate this lease upon Lessee's breach of this subsection.

12. **Signs & Advertisement.** Lessee cannot place, erect, maintain, or permit any signs, decorations, letterings, advertisements, pictures, or other related items on the Premises or Park without Lessor's prior, written consent, which consent may be granted or withheld at Lessor's sole discretion.

13. **Environmental Compliance**

13.1 Lessee shall not handle, store, manufacture, or discharge any hazardous materials in or about the Premises. For purposes of this 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, petroleum derivatives, polychlorinated biphenyls, flammable explosives, radioactive materials or other substances or materials defined as hazardous materials under any federal, state or local law. Lessee covenants that neither 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.

13.2 If at any time during the term of this Lease it is determined that there are any Hazardous Materials located in, on, under, around or above the Premises introduced to the Premises by 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, 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, at Lessee's sole expense, to comply with all such Environmental Requirements. Failure of Lessee to comply with all Environmental Requirements shall constitute a default under this Lease. Lessee's obligations under this Article shall survive the expiration or termination of this Lease. Lessee shall be fully and completely liable to Lessor for any and all clean-up costs and any and all other charges, fees or penalties with respect to Lessee's violation of the provisions of this Article. Lessee hereby indemnifies, defends and shall save Lessor and its agents, elected officials, employees, harmless from any and all of the costs, fees, penalties and charges imposed as a result of Lessee's violation of the provisions of this Article. If Lessee defaults under this Article, in addition to and notwithstanding anything to the contrary previously set forth herein, Lessor may, at its option, terminate this Lease immediately and recover any and all damages associated with the default, including, but not limited to, clean-up costs and charges, civil and criminal penalties and fees, loss of business and attorney's fees and costs.

14. **Utilities.** Lessee understands that it is responsible to promptly pay all charges for utility services consumed on the Premises by Lessee; however, Lessor is responsible for all water and sewer charges assessed for Lessee's use of the Premises.

15. **Landscaping.** Lessor is responsible for all grass cutting and general landscaping of the Park. As a result, Lessee cannot cut, trim, remove, or generally disturb any vegetation in the Park, including but not limited to grass, shrubs, or trees.

16. **Trash Removal.** Lessor shall provide trash removal from the building. Lessee is responsible for placing any trash in the dumpsters that are located on the premises.

17. Premises Alterations & Improvements:

17.1. **Consent.** Lessee cannot dig, excavate, or erect any permanent or temporary structures upon the Premises or the Park, except as permitted to the extent contained in this Lease or by prior, written consent from Lessor. Additionally, Lessee cannot make or cause to be made any alterations, additions, or improvements to the Premises without first submitting written plans to Lessor and obtaining Lessor's written approval of the plans.

17.2. **Workmanlike Manner.** All of Lessee's approved improvements and upgrades to the Premises must be completed and performed to the satisfaction of Lessor and in a sound and workmanlike manner to conform to all applicable building and safety codes.

17.3. **Prevailing Wage.** Pursuant and consistent with **Columbus City Code Section 329.29.1(b)**, Lessee must pay prevailing wage rates concerning any work performed in the Premises or the Park according to the limits, guidelines, and regulations set forth by the State of Ohio, Department of Commerce.

17.4. **Permits, Non-Waiver.** This Lease cannot be considered or deemed a waiver of any other permits Lessee is required to obtain in order to complete any of Lessee's intended improvements or work on the Premises.

17.5. **Ownership.** Except as otherwise agreed upon between the Parties and upon this Lease's termination or expiration, all of Lessee's authorized improvements made to the Premises before and during the term of this Lease, or any renewals, are deemed ownership of the City of Columbus, Ohio. However, it is entirely within Lessor's discretion to accept ownership of any of Lessee's unauthorized improvements in the Premises.

17.6. **Unauthorized Improvements.** If Lessee makes any unauthorized permanent or temporary improvements or excavation in or upon the Premises, then Lessee shall assume full responsibility for any damage or destruction to Lessee's unauthorized improvements. Furthermore, Lessor, and Lessor's employees, agents, representatives, and contractors are not liable for any damage or destruction of Lessee's unauthorized improvements.

17.7. **Removal.** Lessee understands and agrees that, at Lessee's expense, Lessee may be required to remove any of Lessee's improvements to the Premises and restore the Premises to its original condition.

18. Premises Hold-over, Surrender & Re-Delivery.

18.1. **Surrender.** Lessee agrees to quit, surrender, and deliver to Lessor the physical possession of the Premises and any property improvements located on the Premises upon this Lease's expiration or termination, in as good order and condition as when Lessee took possession, except normal wear and tear and damages due to fire or other insurable casualty. Provided all payments due from Lessee are paid in full, Lessee has no more than ten (10) days to completely remove its property from the Premises. Lessee is liable for a reasonable removal fee to be assessed by Lessor for Lessee's failure to remove its property. At Lessee's expense, Lessee agrees to repair all damages to the Premises resulting from the removal of any items, property, or fixtures.

18.2. **Holdover.** Lessee has no right to occupy any portion of the leased Premises after the expiration or termination of this Lease. If Lessee holds-over occupying and retaining possession of the Premises, Lessee's holding-over is not deemed any sort of renewal term or month-to-month tenancy unless otherwise agreed in writing between the Parties.

18.3. **Right of Reentry.** If Lessee does not immediately surrender possession of the Premises, Lessor may re-enter and repossess the Premises without being guilty or liable for trespass or forcible entry and without incurring any liability to Lessee for loss or damage to Lessee's property remaining in the Premises.

19. Right-of-Entry & Inspection. Lessor and its authorized representatives may enter into the Premises and inspect its condition or Lessee's activities at any time and for any reason during the term of this Lease.

20. Worker's Compensation. Lessee agrees and understands to comply with all Workers Compensation Laws in the State of Ohio during the term of this Lease relating to the use and operation of the Premises.

21. Encumbrances, Taxes, & Assessments. Lessee shall not cause or permit any lien or encumbrance of any kind whatsoever, to attach to or be placed upon the Leased Premises. Lessor shall

have the right at all times to post and keep posted on the leased Premises any notice which it deems necessary for protection from such liens including without limitation the requirements under Sections 1311 et seq. of the Ohio Revised Code. Lessee further covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the leased Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Lessee or the leased Premises. In case of any such lien or encumbrance attaching or notice of any lien or encumbrance, Lessee covenants and agrees to cause it to be immediately released and removed of record or post a bond in form and substance satisfactory to Lessor. Notwithstanding anything herein to the contrary, in the event that such lien is not bonded off, released and removed on or before the date occurring thirty (30) days after notice of such lien is delivered by Lessor to Lessee, Lessor, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, incurred by Lessor in connection with such lien shall be deemed additional rent under this Lease, and shall immediately be due and payable by Lessee.

22. Withholding Income Tax. Lessee agrees to withhold all City of Columbus, Ohio, income taxes due or payable under the provisions of Columbus City Code, Chapter 361, for wages, salaries, and commissions paid to its employees. Furthermore, Lessee agrees that any of its contractors or subcontractors must agree to withhold City income taxes due under this chapter for any services rendered in the Premises.

23. Equal Opportunity & Nondiscrimination. Lessee represents and warrants that it is an equal opportunity employer, and Lessee agrees to abide by all terms, conditions, and requirements in the Equal Opportunity Clause of the Columbus City Code, Section 3909.05. Additionally, Lessee agrees to use and operate the Premises in compliance with all requirements imposed or pursuant to regulations of Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 252) and Executive Order 11246. Lessee cannot deny the use, benefits, or services provided on the Premises or discriminate against any person, group, organization, or company on the basis of race, color, religion, sex, national origin, or sexual orientation. Lessor may declare a default and may automatically terminate this lease upon Lessee's breach of this subsection.

24. Assignment & Sublease. Lessee cannot assign or sublet this Lease, in whole or in part, any portion of the Premises without obtaining prior, written approval from Lessor's Director, Department of Recreation and Parks. Subject to Lessee's assignment restrictions as described in this Lease, wherever the words "Lessor" and "Lessee" are used in this lease include the successors and assigns of Lessor and Lessee, respectively if agreed in writing between the Parties. In the event of a permitted assignment or sublease, the provisions of this Lease are binding and inure to the benefit of the Parties and their respective successors and assigns.

25. Indemnification.

25.1 Lessor, its, officials, agents, servants, employees, and independent contractors (collectively, the "Lessor Parties") shall not be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Lessee or by other persons claiming through Lessee, unless such damage is the direct result of the negligence or willful misconduct of Lessor or any of the Lessor Parties. Lessee shall indemnify, defend, protect, and hold harmless the Lessor Parties from any and all loss, cost, damage, expense, and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with, or arising from, any cause in, on, or about the leased Premises or any acts, omissions, or negligence of Lessee or of any person claiming by, through, or under Lessee, its partners, and their respective officers, directors, beneficiaries, agents, servants, employees, and independent contractors (collectively, the "Lessee Parties"), in, on or about the Real Property, either prior to, during, or after the expiration of the Lease Term, provided that the terms of the foregoing indemnity. Further, Lessee's agreement to indemnify Lessor is not intended and shall not relieve any insurance carrier of its obligations under policies required to be carried by Lessee pursuant to the provision of this Lease, to the extent such policies cover the matters subject to Lessee's indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this Lease. The provisions of this Article shall survive the expiration or termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination.

25.2 The Lessee hereby agrees to fully indemnify and save harmless the Lessor from any and all expenses, losses, injury, suits, claims, action or liability of any kind, whatsoever, brought against, or incurred by the Lessor as a result of the Lessee's management, maintenance, operation, or use of the leased Premises.

26. Notification of Claims. As soon as possible but no more than within twenty-four (24) hours, Lessee must report to the occurrence or discovery of any injuries, accidents, facility damage, dangerous or unsafe conditions, and any unusual or suspicious activity in the Premises or Park. The Parties must give prompt and timely notice to one another of any claim for injury or otherwise made or suit instituted,

which may directly, indirectly, contingently, or that otherwise affects or might affect or Lessee's rights and liabilities with respect to the Premises or the Park.

27. Insurance.

27.1 During the life of this Lease, Lessee, at Lessee's sole cost and expense, shall carry and maintain commercial general liability insurance insuring against liability for personal injury, bodily injury to or death of persons and loss or damage to property occurring in, on and about the leased Premises, with coverage limits of at least One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) in the aggregate. Lessee shall name Lessor as an additional insured by endorsement to such insurance policy.

27.2 In addition, Lessee shall, at Lessee's sole cost and expense, carry and maintain, during the life of this Lease, casualty insurance covering the leased Premises and appurtenances thereto against loss or damage by fire, vandalism, malicious mischief, or other insurable casualty, in an amount not less than the full replacement cost of the building(s), structure(s), and improvement(s) thereon, exclusive of foundations and excavation, but sufficient to satisfy the requirements of any coinsurance clause.

27.3 The minimum limits of policies of insurance required of Lessee under this Lease shall in no event limit the liability of Lessee under this Lease. Such insurance shall (i) name the City of Columbus as an additional insured by an endorsement so long as this Lease, any renewal, or holdover, is in effect; (ii) specifically cover the liability assumed by Lessee under this Lease, including but not limited to, Lessee's obligations under Article 25 of this Lease; (iii) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Lessor and licensed to do business in the State of Ohio; and (iv) provide that such insurance shall not be canceled or coverage changed unless 30 days prior written notice of such cancellation or change is given to Lessor. Lessee shall deliver such policy or policies or certificates thereof to Lessor on or before the Lease Commencement Date and at least thirty (30) days before the expiration dates thereof.

27.4 Lessee shall also obtain and carry at its own expense throughout the term of this Lease corporate professional liability insurance with minimum coverage of Two Million and 00/1000 Dollars (\$2,000,000.00) per occurrence and Six Million and 00/100 Dollars (\$6,000,000.00) in the annual aggregate.

27.5 Workers' Compensation Coverage. Lessee shall also carry at all times such Workers' Compensation insurance as to comply with the laws and regulations of the state in which the leased Premises is located and shall provide Lessor with a Certificate evidencing coverage currently in force. Lessee acknowledges that any and all injuries or claimed injuries to Lessee's employees shall be regarded as a Workers' Compensation matter, to be adjusted through the workers' compensation system, and in the event any such employee shall claim that his or her injury is of a nature allowing pursuit of a claim in addition to or in lieu of a workers' compensation claim, such matter shall be handled by Lessee solely as an employer/employee matter, without the involvement of Lessor and Lessee shall indemnify, defend and hold Lessor harmless from any and all such claims.

27.6 Proof that the Lessee is carrying the above described insurance in at least the above specified minimum amounts shall be furnished to the Lessor annually.

27.7. Regardless of any other provisions in this Lease, Lessor may declare a default and may automatically terminate this Lease if Lessee fails to carry and maintain appropriate insurance coverage.

28. Default:

28.1. Except as otherwise designated in this Lease, Lessee will be in default if any of the following events occur ("Default Events"):

Lessee fails to pay the Rent or any other sum due and payable under this Lease and that nonpayment continues for ten (10) or more days after written notice is received or refused by Lessee;

Lessee fails to perform any other provision of this Lease, and Lessee does not cure the default within thirty (30) days after written demand by Lessor to cure the default, unless the default cannot reasonably be cured by Lessee within thirty (30) days; Lessee does not commence to cure the default within thirty (30) days; and Lessee fails to diligently pursue curing activities to completion;

Lessee abandons or vacates any portion of the Premises during the term of this Lease; or

Lessee violates certain subsections of this Lease, as specifically designated in this Lease.

28.2. Upon the occurrence of any of Lessee's Default Events and after the applicable grace period described in this Lease, Lessee understands that Lessor can terminate this Lease, re-enter the Premises, take possession of the Premises, and Lessor has the full right to re-let the Premises. Lessor is entitled to all further rights and remedies accorded by applicable law; provided, however, there is no right to accelerate the payment of rent accruing under this Lease following the default and Lessor will reasonably attempt to mitigate any damages.

29. Legal Compliance. At Lessee's sole cost and expense, Lessee understands and agrees to keep itself fully informed and comply with all requirements of all laws, ordinances, orders, regulations, guidelines, and accreditations of the federal, state, county, and municipal or quasi-governmental authorities now in force or that may be in force and applicable to Lessee's use and operation of its Program on the Premises. Lessor may declare a default and may automatically terminate this lease upon Lessee's breach of this subsection.

30. Notices. Any notice or notices required or given under this Lease are deemed made when delivered to the person to be charged via nationally recognized courier or overnight delivery service, or deposited in the U.S. Postal Services, postage prepaid, certified, return receipt requested, addressed to the party to be charged, which may change pursuant to notice described in this article, as follows:

City of Columbus, Ohio Recreation & Parks Department 1111 E. Broad St Columbus, OH 43205	Lessee The Child Development Council of Franklin County 398 S. Grant St., Ste 205 Columbus, OH 43215
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Copy to:
Chief Real Estate Attorney
Columbus City Attorney,
Real Estate Division
77 N. Front Street, 4th Floor
Columbus, Ohio 43215

Either party may change their address or contact information by service of notices as provided in this section above.

31. Eminent Domain. If any portion of the Premises is taken by any corporation or authority having the power of eminent domain, then any payment, award, or judgment arising from the taking belongs exclusively to Lessor and Lessee will not be entitled to any compensation; however, if there is a taking of the entire leased Premises, then this Lease ceases and terminates and Lessee may be entitled to any separate tenant award, provided it does not decrease the amount due to Lessor.

32. Relationship of Parties. Nothing contained in this 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 Lease is only that of a Lessor and lessee.

33. Non-Waiver. Except as amended, modified, or agreed in writing between the Parties, no waiver of any covenant or condition or the breach of any covenant or condition of this Lease constitutes a waiver of any subsequent breach of a covenant or condition nor justifying or authorizing the non-observance of any other covenant or condition of this Lease.

34. Recording & Memorandum of Lease Agreement. This Lease is not to be recorded; however, upon either party's request to the other, the Parties agree to execute a Memorandum of this Lease for recording in the underlying property's chain of title. The Memorandum of this Lease must be prepared or approved as to form by the Columbus City Attorney, Real Estate Division, but the requesting party agrees to pay costs of recording.

35. Time of Essence. Parties understand and agree that *time is of the essence* in this Lease and all provisions contained and related to this Lease are strictly construed.

36. Captions. The captions of this Lease are for convenience; not construed as part of this Lease; and do not, in any way, define or limit the scope or intent of the provisions of this Lease.

37. Severability. If for any reason any term or provision of this Lease is invalid or unenforceable, then the remaining terms and provisions of this Lease are not affected and remain valid and enforced to the full extent permitted by law.

38. Applicable Law, Remedies. This Lease is construed and enforced according to the laws of

the State of Ohio. All claims, counterclaims, disputes, breaches, and other matters between the Parties arising or relating to this Lease must be decided in a court of competent jurisdiction within Franklin County, Ohio.

39. Remedies Cumulative. All rights and remedies of the Parties enumerated in this Lease are cumulative, and, except as specifically contemplated otherwise in this Lease, nothing in this Lease excludes any of Lessor's other rights or remedies allowed at law or in equity. Lessor may exercise and enforce its rights or remedies concurrently.

40. Estoppel Certificates. At any time and upon not less than ten (10) days prior, written request from the other party, the Parties agree to execute, acknowledge, and deliver to the other party, a written statement certifying, if true, that this Lease is unmodified and in full force and effect. However, if there have been modifications to this Lease, a written statement will be provided that certifies this Lease is in full force and effect as modified; stating the modifications; the party is not in default of the Lease; and the date any rental and other charges were paid in advance.

41. Brokers. Lessee represents and warrants to Lessor that it has not dealt or retained any brokers, finders, real estate agents, or any other persons or entities entitled to commissions or fees related to the leasing of the Premises. However, if Lessee retained any brokers, finders, real estate agents, or any other related person or entity, Lessee must exclusively pay for all associated commissions or fees due, owed, and to the transaction contemplated by this Lease. Lessee must indemnify and hold Lessor harmless for any breach of its representations and warranties contained in this article.

42. Force Majeure. If either party is delayed, hindered, or prevented from the performance of any work or act(s) required under this Lease due to strikes, lockouts, labor troubles, inability to procure materials, power failure, restrictive governmental laws or regulations, riots, insurrection, or other reasons similar or dissimilar in nature that are not the fault of the party delayed in performing work or acts required under the terms of this Lease, then the party is excused from performance of the work or act(s) for the period of delay and the period is extended for the performance of the work or act(s) for a period equivalent to the period of delay.

43. Number & Gender, Language. The singular number and neuter gender of each personal pronoun is construed to mean the number and gender required in the context, circumstances, or its antecedent when used in this Lease. Additionally, as used in this Lease, the words "shall", "must", or "will" are deemed to be commanding language, and the words "may" or "can" are deemed to be permissive language.

44. Survivorship. Notwithstanding the expiration of this Lease's initial term or any subsequent renewal, all services executed pursuant to this Lease are bound by all the terms and conditions described in this Lease. Furthermore, the Parties intend for all terms, conditions, and warranties contained in this Lease to survive any completion, performance, cancellation, or termination of this Lease.

45. Entire Lease Agreement. This Lease contains the entire agreement between the Parties, and any subsequent agreements do not change, modify, or discharge any part this Lease, unless those agreements are in writing, signed by the Parties, and approved by the Parties' appropriate authorities.

46. Good Faith & Cooperation. Parties agree to execute and apply *good faith and cooperation* to all terms contained in this Lease and to all performance relating to this Lease.

47. Authority to Bind. The signatories to this Lease represent and warrant having legal authority to bind themselves and their respective organizations to the terms and conditions of the Lease.

[Remainder of page intentionally blank; signatures and acknowledgements on next page]

In Witness Whereof, , City of Columbus, Ohio, by Paul Rakosky, Director, Recreation and Parks Department, as legally authorized by Columbus City Council Ordinance № _____ to execute this Lease on behalf of , voluntarily executes this Lease.

City of Columbus, Ohio,
an Ohio Municipal Corporation

Paul Rakosky, Director
Recreation & Parks Department

Date:

State of Ohio)
County of Franklin) SS:

Be It Remembered that on _____, 2019, I affix my seal and acknowledge this instrument was voluntarily acknowledged and executed before me by Alan D. McKnight, Director, Recreation and Parks Department, on behalf of the City of Columbus, Ohio, an Ohio municipal corporation.

(seal)

Notary Public
Commission Expiration:

In Witness Whereof, Lessee, The Child Development Council of Franklin County, an Ohio non-profit corporation, by its authorized corporate officer, _____, who represents and warrants having legal authority to execute this Lease on behalf of Lessee, voluntarily executes this Lease.

The Child Development Council of Franklin County
an Ohio Non-Profit Corporation

Print Name:

Title:

Date:

State of Ohio)
County of Franklin) SS:

Be It Remembered that on _____, 2019, I affix my seal and acknowledge this instrument was voluntarily executed before me by _____, the authorized corporate officer on behalf of The Child Development Council of Franklin County, an Ohio non-profit corporation.

(seal)

Notary Public
Commission Expiration: