

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and executed at Windham, Ohio effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010 by and between **RENAISSANCE FAMILY CENTER OF WINDHAM, OHIO, INC.** (hereinafter "Lessor"), whose mailing address is 9005 Wilverne Drive, Windham, OH 44288, and **THE VILLAGE OF WINDHAM, AN OHIO MUNICIPAL CORPORATION** (hereinafter "Lessee"), whose mailing address is 9621 East Center Street, Windham, OH 44288.

WHEREAS, Lessor is the owner of certain property more fully described herein and desires to lease said property to Lessee; and

WHEREAS, Lessee desires to use and lease said property, for the limited purposes outline herein, from Lessor under the terms and conditions specified below; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and conditions set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Lease of Mixed Use Property.** Lessor hereby leases to Lessee and Lessee agrees to lease from Lessor the following real property and all buildings and improvements located thereon, located at Windham, Ohio, being known as that portion of the building located at 9005 Wilverne Road, Windham, OH 44288, and being further described in Exhibit A attached hereto and incorporated herein ("Leased Premises"), together with the common areas identified therein. Lessee acknowledges that the Leased Premises are part of a larger building, and other portions of the building will be occupied by other tenants, and those tenants will also have access to the common areas, although some of the common, as is set forth on the attached exhibit shall only be open to the public at those times designated by the Lessee. Lessor represents that said Leased Premises and use thereof for the permissible use by Lessee as outlined herein shall not be in violation of laws, zoning regulations, ordinances, restrictive covenants, codes of regulation, or otherwise. During the entire term of this Lease, Lessor shall provide Lessee with full and complete access to the entire Leased Premises, and shall provide Lessee with full and complete access to all rights-of-way and rights of ingress and egress to and from the Leased Premises.

2. **Duration and Termination.** The term of this Agreement shall be for a period of 5 years beginning December 1, 2010 and ending on November 30, 2015, and renewable at the Lessee's option in five year increments and subject to an increase in the rent based on the most recent published Consumer Price Index.

3. **Rental.** For the initial term hereunder, the base rental amount shall be \$5.40 per square foot per month (the "Base Rent"). The "Rent" shall be payable by Lessee to Lessor in advance on or before the 1st day of each month. The monthly rental amount shall be prorated for any partial month.

Village Offices

4006 sq ft x .40 = \$1,602.40

4. **Security Deposit.** Security deposit is waived with respect to the initial and all subsequent terms of this lease.

5. **Quiet Enjoyment.** If Lessee shall pay the rents and perform all other promises, agreements, terms, and conditions herein agreed to be performed on the part of said Lessee in the manner and within the time herein provided for the performance thereof. Lessor shall provide Lessee with the peaceful and quiet enjoyment and possession of said Leased Premises during the term of this Lease without any interference from Lessor or any person claiming under Lessor except as otherwise expressly provided for in this Lease Agreement

6. **Maintenance and Repairs.**

a. **Lessor's Maintenance.** Lessor will keep the exterior walls of the Leased Premises in proper repair, provided that in each case Lessee shall have given Lessor prior written notice of the necessity of such repair. Notwithstanding any other provision of this Lease, in no event shall Lessor be responsible for repairing any damage to, or performing any maintenance on, the Leased Premises when any such damage and/or maintenance is caused or necessitated by (1) any act or omission of Lessee or any of Lessee's employees, agents, customers, invitees, or licensees; (2) any fixtures, equipment, or other items installed in or placed in the Leased Premises by Lessee; or (3) any use of the Leased Premises not permitted under the terms of this Lease.

b. **Lessee's Maintenance.** Except for the repairs Lessor is obligated to make pursuant to the preceding paragraph, Lessee shall, at its own cost and expense, make all improvements, and decorations and perform all maintenance on, in, and to the Leased Premises that are necessary or appropriate to keep the Leased Premises in good condition and repair and in a safe and tenantable condition. All such repairs and maintenance shall be accomplished in a good and workmanlike manner using new quality materials, and shall be in compliance with all applicable requirements of law. Said obligations shall include, but are not limited to, the maintenance, repair, and replacement of the store front (including but not limited to all glass, doors, and windows, and all portions thereof), Lessee's signs, and all other fixtures, appliances, and facilities furnished by Lessor or installed by Lessee. Lessee shall not permit the accumulation of garbage, rubbish, or other waste in or around the Leased Premises. The Village agrees to assume the responsibility of removing snow and salting the parking lots.

7. **Parking.** The Lessee shall, at all times, have the right to use the parking area and driveways appurtenant thereto for purposes of egress and ingress, parking of motor vehicles for agents, employees, clients or other customers, the loading and unloading of vehicles, and other activities in connection with and incidental to the business conducted by the Lessee on the Leased Premises and approved by Lessor.

8. **Insurance.**

a. **Fire Insurance.** At all times during the Term, Lessee shall keep in force at its own expense, in companies acceptable to Lessor, Special Form (All Risk) insurance

in an amount at least equal to the full replacement cost of Lessee's betterments, improvements, fixtures, and contents in or to the Leased Premises, and with a deductible not exceeding One Thousand and 00/100 Dollars (\$1,000.00).

**b. Public Liability Insurance.** At all times during the Term, Lessee shall keep in force at its own expense, in companies acceptable to Lessor, and naming Lessee as insured and Lessor (and Lessor's agent, mortgagees, and lessors) as additional insured, public liability and property damage insurance under which the insurer agrees to indemnify and hold Lessor, and those in privity of estate with Lessor, harmless from and against all cost, expense, and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages in the broadest form of such coverage from time to time available in Ohio. The minimum limits of liability of such insurance shall be One Million Dollars (\$1,000,000.00) per occurrence with respect to bodily injury and property damage, Two Million Dollars (\$2,000,000.00) general aggregate, and Two Hundred Thousand Dollars (\$200,000.00) with respect to damage to property (fire legal liability). If Lessee has multiple locations, a "per location aggregate" endorsement is required.

**c. Evidence Of Coverage.** Lessee will furnish to Lessor, in accordance with Section 3.1 (and thereafter, no later than thirty (30) days prior to the expiration of any policy), copies of certificates of insurance evidencing coverage's required by this Lease and such evidence of payment of the premiums therefore as Lessor may request. In the event Lessee fails to furnish Lessor with such evidence of coverage and payment of premiums, such failure shall be considered an Event of Default hereunder. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of said policy or policies, or change the parties named as insured, without first giving thirty (30) days' prior written notice thereof to Lessor.

**9. Waiver of Subrogation.** All policies of insurance carried by Lessor or Lessee hereunder shall include a waiver by the insurer of all rights of subrogation against the other party in connection with any loss or damage thereby insured against. Each of the parties hereto (to the extent of the coverage provided by the respective insurance policies carried by such party) and all persons claiming through or under them agrees to and does hereby waive all rights of recovery and causes of action against the other, and all persons claiming through or under such other party by way of subrogation or otherwise, for any injury, claims, damage to the Leased Premises, or the contents therein, as the case may be, caused by any of the perils covered by such fire and extended coverage (or broader coverage if applicable) or general liability insurance policies (as now or hereinafter constituted), notwithstanding any such injury, claim, damage or destruction may be due to the negligence of such other party or of the persons claiming through or under such party.

**10. Assignment and Subletting.** Lessee agrees that neither the Leased Premises or any part thereof shall be subleased nor shall this Lease Agreement or any interest therein be assigned by the Lessee without the prior written consent of the Lessor, which consent may be withheld in Lessor's discretion.

**11. Use.** Lessee agrees that the Leased Premises shall be used as a Municipal Center (the "Use") and all uses reasonably related thereto, and that Lessee shall not use or permit

the Leased Premises to be used for any unlawful purpose. The Leased Premises shall be used and occupied by Lessee solely for the Use as designated herein and for no other purpose. Lessee shall comply with all rules, regulations, and laws of any governmental authority, as well as any reasonable use guidelines adopted or amended by Lessor from time to time. Lessee agrees that it will not suffer or permit the Leased Premises to be used for any unlawful or immoral purpose and that it will not suffer or permit any article to be brought on or any act to be done on or in the Leased Premises which shall render the Leased Premises or the building of which they are a part uninsurable. Lessee, in the conduct of its business, will at its own expense, obtain all occupancy permits for the Leased Premises and will fully and completely comply with all applicable laws, ordinances, rules, and regulations of any and all governmental authorities having jurisdiction of the Leased Premises (including, without limitation, cleanliness, health, safety, occupational, and use laws and regulations), now existing or hereafter adopted, and the requirements of all applicable insurance underwriters and mortgagees. Lessee agrees that in no event shall it use the Leased Premises for purposes which are prohibited by zoning or similar laws and regulations, or covenants, conditions, or restrictions of record.

12. **Signs.** Lessee may, at its own expense, erect any sign displaying the name of Lessee's business; provided, however, that such signs shall not be erected or made without the written consent of Lessor, which may be withheld in Lessor's discretion. The Lessor shall differentiate all of the Lessor's signage so that no religious overtones can be associated with the Lessee's operations. In the event of a complaint, claim, allegation, litigation or threat of litigation alleging a violation of federal, state or local law on the basis of a failure to separate church and state, the Lessor shall provide a complete defense, indemnify and hold the Lessee harmless from all cost, damages or injury of any nature arising from said complaint, claim, allegation, litigation or threat of litigation.

13. **Alterations and Improvements.** Lessee may, during the term of this Lease, make such alterations and improvements as may be proper and necessary for the conducting of Lessee's business; provided, however, that such alterations and improvements shall not be made without the written consent of Lessor, which shall not be unreasonably withheld or delayed. Lessee shall pay all costs and expenses of making and maintaining any such alterations and improvements and shall make such alterations and improvements in accordance with applicable laws and building codes in a good and workmanlike manner. All alterations and improvements to the Leased Premises shall remain for the benefit of the Lessor upon termination of this Agreement, except Lessee may remove trade equipment, or any other improvement or equipment pertaining specifically to its business which may be removed without causing material damage to the Leased Premises. Upon notice by Lessor to remove such items, the Lessee shall be responsible to replace the Leased Premises in its original condition, excepting ordinary wear and tear, and Lessee shall be responsible for all costs and expenses thereof.

14. **Damage.**

a. **Damage To Personal Property.** All personal property, fixtures, goods, wares, and merchandise in the Leased Premises shall be and remain at Lessee's sole risk, and Lessor shall not be liable for any damage to, or loss of, such personal property, fixtures, goods, wares, or merchandise arising from any acts of negligence of any other Lessees. The Lessor shall be liable for its own breach of contract, or negligence and premises liability.

**b. Damage To Real Property.** If the Leased Premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage, but are not thereby rendered untenable in whole or in part, Lessor shall promptly, at its own expense, cause such damage to be repaired, and the Rent shall not be abated or reduced. If by reason of such occurrence, the Leased Premises shall be destroyed or so injured by the elements of other cause as to be unfit, in whole or in part, for occupancy and business operation and such destruction or injury could reasonably be repaired within three (3) months from the happening of such destruction or injury, then Lessee shall not be entitled to surrender possession of the Leased Premises, nor shall Lessee's obligations cease under this Agreement without the mutual consent of the parties hereto; but in case of any such destruction or injuries, Lessor shall repair the same with all reasonable speed and shall complete such repairs within three (3) months from the happening of such injury; and, if during such repairs, Lessee shall thereby be deprived of the occupancy and business operation of any portion of said Leased Premises, a proportionate abatement shall be made to Lessee from the rent, corresponding to the time during which and to that portion of the Leased Premises which Lessee shall be so deprived on account of such repairs. Should the Leased Premises be destroyed or injured to such an extent so that such destruction or injury could not reasonably be repaired within three (3) months from the happening of such event, or if Lessor does not receive adequate insurance proceeds to make the repairs, or if the repairs are not completed within the three (3) month period from the date of damage, then Lessee shall have the right to immediately terminate the Lease with advance written notice to the Lessor.

**15. Condemnation.** If all or substantially all of the Leased Premises are taken under the power of eminent domain by any duly authorized public authority, this Lease shall terminate and expire as of the date when possession thereof is required for public use and shall abate with the closing of Lessee's operations from such cause, and such taking shall not operate as or be deemed an eviction of the Lessee. The Lessee shall pay all rent due and perform and observe all other covenants hereof up to the time that possession is required for public use. If less than all or substantially all of the Leased Premises are taken, however, if the portion so taken results in the Leased Premises being in such condition that it is unusable by the Lessee for its normal business operations, then Lessee may elect to terminate this Lease as of the date of such taking by giving to the Lessor notice in writing of such election within thirty (30) days after the receipt of notice that the Leased Premises has been so taken; and the sums and charges in this lease provided to be paid by the Lessee shall be apportioned and paid to the date of such termination. If the Lessee shall not elect to terminate, or if the portion taken does not render the Leased Premises unsuitable for use by the Lessee, this lease shall continue for the balance of its term as to the part of the Leased Premises remaining, with a reduction or abatement of the liability of the Lessee to pay in full the sums and charges herein provided to be paid by the Lessee. The Lessor shall be entitled to the entire amount of any award, however, the Lessee shall receive that portion of the award allotted for damage to or condemnation of movable trade fixtures, furniture and furnishings, as well as actual expenses incurred in the moving of Lessee's personal property.

**16. Lessee's Default.** If Lessee shall make default in the covenants, agreements, conditions or undertakings herein contained to be kept, observed and performed by the Lessee, and (except in the case of the Lessee's failure to pay timely the Rent), such default shall continue for thirty (30) days after notice thereof in writing to the Lessor, except if (a)

proceedings in bankruptcy be instituted by or against Lessee and not dismissed within thirty (30), or (b) a receiver or trustee is appointed for all or substantially all of Lessee's business or assets on the ground of Lessee's insolvency, or (c) if Lessee shall make an assignment for the benefit of their creditors, then and in any such event it shall be lawful for Lessor at its election to declare the said term ended. In addition, in the event the Lessee fails to pay the Rent within sixty (60) days of the date due, then and in any such event it shall be lawful for Lessor at its election to declare the said term ended. However, if default shall be made in any covenant, agreement, condition or undertaking herein contained to be kept, observed and performed by Lessee, which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to Lessee, and if Lessee prior to the expiration of thirty (30) days from and after the giving of such notice commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, the Lessor shall not have the right to declare the said term ended by reason of such default.

17. **Lessor's Default.** If Lessor shall default in any of its covenants, agreements, conditions, or undertakings herein contained to be kept, reserved, and performed by the Lessor, and such default shall continue for thirty (30) days after notice thereof in writing to the Lessor, except if (a) proceedings in bankruptcy be instituted by or against Lessor and not dismissed within thirty (30), or (b) a receiver or trustee is appointed for all or substantially all of Lessor's business or assets on the ground of Lessor's insolvency, or (c) if Lessor shall make an assignment for the benefit of their creditors, then in any such event, Lessee shall have the right to terminate this Lease and all obligations hereunder with thirty (30) days' prior written notice to the Lessor. However, if default shall be made in any covenant, agreement, condition, or undertaking herein contained to be kept, observed and performed by Lessor, which cannot, with due diligence, be cured within a period of thirty (30) days, after notice hereof in writing shall have been given to the Lessor, if Lessor, prior to the expiration of the thirty (30) days from and after the giving of such notice commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps to do all work required to cure such default does not so cure such default, the Lessee shall not have the right to terminate this Lease.

18. **Surrender of Premises.** At the expiration or termination of this Lease, said Leased Premises shall be surrendered by Lessee in original good and clear condition, excepting ordinary wear and tear and casualty.

19. **Hazardous Substances.**

a. Lessee shall not bring or permit to remain on the Leased Premises any hazardous wastes, hazardous materials, or hazardous substances under any federal, state, or local law or regulation ("Hazardous Materials"), in material violation of any such laws, except for the materials used in the ordinary course of its business. Lessee shall and hereby does indemnify, defend and hold Lessor harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, reasonable attorney's fees and court costs) caused by or arising out of a violation of the foregoing prohibition.

b. Lessor represents and warrants that it has provided to Lessee copies of any and all studies, reports, notices, notices of violations and other similar items with respect to

any and all environmental matters affecting the Leased Premises. Lessor represents and warrants to Lessee that the Leased Premises are in full compliance with all local, state and federal environmental laws, and governmental rules and regulations, and that there are no hazardous substances or materials on, under or about the Leased Premises, and that Lessee shall not be liable for (i) any hazardous substances or Hazardous Materials existing in, on or about the Leased Premises prior to Lessee's occupancy, or (ii) any violation of any environmental laws, governmental rules or regulations prior to Lessee's occupancy, or (iii) any such violation of any environmental laws, governmental rules or regulations by any person other than the Lessee. Furthermore, Lessor shall and hereby does indemnify, defend and hold Lessee harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, reasonable attorney's fees and court costs) which arose out of the presence of Hazardous Materials existing in, on or about the Leased Premises prior to the Lessee's occupancy, any violation of any environmental laws, governmental rules and regulations prior to Lessee's occupancy, any such violation of any environmental laws, governmental rules and regulations by any person other than Lessee, and from any breach of this Section. The foregoing indemnity provisions shall survive the expiration or early termination of this Lease.

20. **Access to Premises.** Lessor shall have reasonable access to the Leased Premises at all times by giving reasonable advance notice to Lessee of at least twenty-four (24) hours. In the case of emergency, Lessor may inspect the Premises without prior notice.

Areas of sensitivity and confidential records of the Village of Windham are exempt from the Lessor's right of access.

21. **Holding Over by Lessee.** Should Lessee continue to hold the Leased Premises after the expiration of the Term as provided for herein, or sooner termination of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only at one hundred twenty-five percent (125%) of the then current rental.

22. **Easements.** Upon request of Lessee, Lessor will join with Lessee in the granting of any easement, or right-of-way that may reasonably be required for utility purposes, on, over or affecting the Leased Premises, provided such easement or right-of-way is of a nature and in a location that does not unreasonably interfere with the use of the Leased Premises for the purpose for which it is now designed, and will execute and acknowledge an appropriate instrument or instruments evidencing such easement or right-of-way.

23. **Short Form of Lease Recording.** The parties hereto agree that upon a request of either, they will execute, acknowledge and deliver a Short Form Memorandum of Lease to the end that the same be recorded in the County Official Records.

24. **Waiver.** Waiver of a breach of any provision of this Lease Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

25. **Notices.** All notices made pursuant to this Lease Agreement shall be in writing and shall be sufficiently served when delivered personally to the party to be notified, or

sent by certified mail to the party at the address at the beginning of this Lease, or at an address as subsequently changed in a writing delivered to the other party.

**26. Modification.** This Lease Agreement may not be modified, altered, amended or otherwise changed except by a written instrument executed by each of the parties.

**27. Section Headings.** Section headings have been inserted in this Lease Agreement for convenience of reference only. If there is any conflict between such headings and the text of this Agreement, the text shall control.

**28. Severability.** In the event that any provision of this Lease Agreement is declared to be illegal or invalid, only such provision shall be affected. This Lease Agreement shall then be construed and enforced as if such provision had not been contained herein and all other provisions not directly dependent thereon shall remain in full force and effect.

**29. Applicable Law.** This Lease Agreement shall be construed and governed in accordance with the laws of the State of Ohio. In the event of any dispute or controversy hereunder, the parties agree that such dispute or controversy shall be resolved in the local court sitting in Portage County.

**30. Successors.** This Lease Agreement and all promises, covenants and conditions contained herein, including without limitation the purchase option granted to the Lessee hereunder, shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the parties.

**31. Confidential.** The terms and conditions of this Lease (other than those contained in a recorded short form memorandum of lease approved by Lessor) shall be kept strictly confidential by Lessee so that Lessee shall not disclose said terms or conditions to any third party other than Lessee's professional advisors. The disclosure of any such term or condition by Lessee without Lessor's written consent shall constitute a material breach of this Lease and/or pursue all other remedies available to Lessor contained herein for such material breach.

**32. Entire Agreement.** The parties hereby intend all previous negotiations, agreements, inducements, promises and conditions regarding the lease of the Leased Premises to be merged into and superseded by this Lease Agreement which represents the entire Agreement. There are no other representations or understanding regarding the lease of the Leased Premises between the parties that are not contained herein.

**33. Force Majeure.** The parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by order or requisition of the government of the United States or any state or territory thereof, or any government sub-division thereof, or any government or war activity or embargoes, fire, riots, epidemics, floods, accidents, strikes, restraining orders, decrees of any court, or acts of God which shall interfere with or hinder the performance of such obligations hereunder. Upon the occurrence of any such event, the parties shall promptly notify the other party of the nature and extent of any such condition.

**34. Attornment and Novation in the Event of Sale.** In the event the Leased



Premises comes into the custody or possession of a mortgagee or any other party whether because of a mortgage foreclosure, Lessee shall attorn to such assignee and recognize such party as Lessor hereunder; provided, however, that such attornment shall recognize Lessee's rights under this Lease, and Lessee's peaceable possession will not be disturbed so long as Lessee faithfully performs its obligations under this Lease. Lessee shall execute, on demand, any attornment agreement required by any such party to be executed, containing such provisions and such other provisions as such party may require provided such agreement recognizes Lessee's rights under the Lease, provided however, that Lessee shall not be compelled to increase or alter the payment of consideration, in cash or in kind, set forth in this lease. Lessor, in such event, shall cause to be included in the agreement of sale and purchase a covenant whereby the transferee of the Leased Premises assumes and agrees to carry out all of the covenants and obligations of Lessor herein.

35. Construction. Both Lessor and Lessee agree that the lease terms and conditions shall be given their plain and ordinary meaning, and shall not be construed more favorably for or against either the Lessor or the Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement in duplicate, each of which shall constitute an original.

Signed in the presence of:

**LESSOR**

**RENAISSANCE FAMILY CENTER OF WINDHAM, OHIO, INC.**

By: Frederick Youngen,  
Chairman of the Board of Directors

By:

**LESSEE**

By: Robert W. Donham, II, Mayor

By: Lloyd Billman, Fiscal Officer

**LESSOR'S ACKNOWLEDGMENT**

STATE OF OHIO, PORTAGE COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named **RENAISSANCE FAMILY CENTER OF WINDHAM, OHIO, INC.**, by Fred Youngen, its Chairman of the Board of Directors and Authorized Signatory, who acknowledged that he did sign the foregoing instrument, and that the same is the act and deed of the entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**LESSEE'S ACKNOWLEDGMENT**

STATE OF OHIO, PORTAGE COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named **THE VILLAGE OF WINDHAM, AN OHIO MUNICIPAL CORPORATION**, by Robert Donham, II, its Mayor and by Lloyd Billman, its Fiscal Officer who acknowledged that they did sign the foregoing instrument in their respective capacities as officers of the Village of Windham, and that the same is the act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

EXHIBIT A

VILLAGE OFFICES : Suites 300, 300A, 300B, 300C, 300D, 300E, 300F, 306 and adjacent hallways