

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and effective May 1, 2021 by and between City of Willowick ("Lessor") and Lake County Council on Aging ("Lessee").

Lessor is the owner of land and improvements commonly known as 321 E. 314th Street, in the City of Willowick, County of Lake, State of Ohio and described as the Willowick Senior Citizens' Center (the "Building").

Lessor makes available for lease a portion of the Building together with the following furnishings and appliances: HVAC equipment, gym, kitchen and all electrical fixtures subject to the terms and conditions in this Agreement.

Lessor desires to lease the Leased Premises to Lessee, and Lessee desires to lease the Leased Premises from Lessor for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

Lessor hereby leases the Leased Premises to Lessee, and Lessee hereby leases the same from Lessor, for an "Initial Term" of twelve (12) months beginning May 1, 2021 and ending April 30, 2022, unless renewed or extended by mutual agreement of the parties.

2. Rental.

Lessee shall pay to Lessor, during the Initial Term, quarterly rent. Rent shall be calculated by averaging the City's monthly bill for the Building's water, electric, and gas utilities for the same months during calendar year 2019; Lessee shall be responsible and pay any amounts in excess of the City's quarterly average as rent.

Rent shall be invoiced by the City of Willowick to the Lessee quarterly.

Each installment payment shall be due in advance on the first day of each quarter (January 1 – March 31), (April 1 – June 30), (July 1 – September 30), (October 1 – December 31) during the lease term to Lessor, either in person or by mail, to the City of Willowick, 30435 Lakeshore Blvd., Willowick, Ohio 44095.

3. Use

The Leased Premises may be used and occupied by Lessee for purposes of weekly food preparation and distribution to Lake County Senior Citizens, and any other ancillary or associated purposes of the Lake County Council on Aging, and for no other purpose,

providing that Lessee also must comply with all applicable zoning ordinances. Notwithstanding the forgoing, Lessee shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Lessee shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Lessor's consent.

5. Repairs.

During the Lease term, Lessee shall make, at Lessee's expense, after prior written notice to the Lessor, all necessary repairs to the Leased Premises occupied by the Lessee. Repairs shall include such items as routine repairs of floors, plumbing, kitchen equipment, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, exterior walls, structural foundations or subject to the obligations of the parties otherwise set forth in this Lease. All repairs shall be subject to review and acceptance by the Lessor and/or its authorized representative.

6. Alterations and Improvements.

All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement of the Lease term or placed or installed on the Leased Premises by Lessee thereafter, shall remain Lessee's property free and clear of any claim by Lessor. Lessee shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Lessee at Lessee's expense.

7. Insurance.

If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

Lessor shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Lessor shall deem appropriate. Lessee shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

Lessee and Lessor shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and

binding upon some insurance company approved by Lessor, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Lessor shall be listed as an additional insured on Lessee's policy or policies of comprehensive general liability insurance, and Lessee shall provide Lessor with current Certificates of Insurance evidencing Lessee's compliance with this Paragraph. Lessee shall obtain the agreement of Lessee's insurers to notify Lessor that a policy is due to expire at least (10) days prior to such expiration. Lessor shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

8. Utilities.

Lessor shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Lessee on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Lessor. Lessee shall not, without the Lessor's written consent, use any equipment or devices that utilizes excessive electrical energy or which may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other Lessees.

9. Signs.

Following Lessor's written consent, Lessee shall have the right to place on the Leased Premises, at locations selected by Lessee, any temporary directional signs which are permitted by applicable zoning ordinances and private restrictions. Lessor may refuse consent to any proposed signage that is in Lessor's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other Lessee

10. Entry.

It is understood by both parties that the Building will continue to be utilized daily by the Lessor as the City of Willowick Senior Center during the Term of this Lease. Accordingly, Lessor shall have the right to enter upon the Leased Premises at all times, provided Lessor shall not thereby unreasonably interfere with Lessee's affairs on the Leased Premises.

11. Parking.

During the term of this Lease, Lessee shall have the non-exclusive use in common with Lessor, other Lessees of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor.

12. Building Rules.

Lessee will comply with the rules of the Building adopted and altered, from time to time, by Lessor, provided that they do not materially impair the Lessee's right and purpose of the occupancy of the premises, unrestricted except as otherwise specified within this lease. Lessee, will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Lessor to Lessee in writing.

13. Damage and Destruction.

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural, then Lessee and Lessor shall have the right to terminate this Lease as of the date of such damage, in writing, with Notice to the other party.

14. Default.

If default shall at any time be made by Lessee in the payment of rent when due to Lessor as herein provided, and if said default shall continue for fifteen (15) days after, Lessor shall have the right to terminate this Lease, in addition to any other right or remedy available to Lessor on account of any Lessee default, either in law or equity.

15. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Lessor to:

Richard J. Regovich, Mayor
30435 Lakeshore Blvd.
Willowick, Ohio 44095

If to Lessee to:

Joseph Tomsick
Lake County Council on Aging
8520 East Ave.
Mentor, Ohio 44060

Lessor and Lessee shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

16. Waiver.

No waiver of any default of Lessor or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is

repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

17. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

18. Successors.

The provisions of this Lease shall extend to and be binding upon Lessor and Lessee and their respective legal representatives, successors and assigns.

19. Consent.

Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which Lessor's consent is required or desirable under this Lease.

20. Compliance with Law.

Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the Leased Premises. Lessor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

21. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Lessor:

City of Willowick

By: _____
Mayor

Lessee:

Lake County Council on Aging

By: _____
Authorized Agent