

LEASE AGREEMENT

This Lease Agreement is made and entered into on this the ___ day of _____, 2015, by and between the City of Gahanna, its successors and assigns, having an address at 200 South Hamilton Road, Gahanna, Ohio, hereinafter designated as the “Lessor”, and the _____, its successors and assigns, having an address at _____, Gahanna, Ohio 43230, hereinafter designated as the “Lessee”.

WITNESSETH:

WHEREAS, the Lessor is the owner of certain premises located in the City of Gahanna, State of Ohio; and

WHEREAS, the Lessee desires to lease from the Lessor the premises as more particularly described on “Exhibit A” attached hereto and incorporated herein, and hereinafter collectively referred to as the “leased premises”; and

WHEREAS, the execution of this Lease is authorized pursuant to Ordinance No. ____ passed by the Gahanna City Council and approved by the Mayor and incorporated herein as if fully rewritten, the Lessor having determined that the leased premises is not necessary for any other public purpose at this time;

NOW, THEREFORE, in consideration of the premises and the mutual promises and benefits contained herein, the parties hereto agree as follows:

1. Premises and Title. The Lessor covenants and warrants that, as of the date hereof, the Lessor holds good and marketable title to the premises; the Lessor has full authority and power to enter into this Lease; and so long as this Lease is in effect and the Lessee is not in default, the Lessee shall, at all times during the continuance hereof, have quiet, continuous, peaceable and undisturbed possession and enjoyment of the leased premises.

2. Term. The term of this Lease shall commence on the first day of the calendar month upon execution of this Agreement and the term shall end after one (1) year. This Lease shall automatically be renewed unless the lessee shall notify the Lessor in writing not less than six (6) months prior to the end of the term or renewal term of Lessee’s intention to terminate this Lease and vacate the leased premises, or the Lessor so notifies the Lessee of the Lessor’s intention to terminate this Lease under the same notice requirements as written above.

3. Rental. The Lessee shall pay to the Lessor one dollar (\$1.00) per year. The Lessee’s obligation to pay shall become due as of the commencement date of this Lease.

4. Subordination. This Lease is subject to all present and future mortgages affecting the premises.

5. Alterations and Improvements. The Lessee shall not make any alterations, additions or improvements to the premises without the prior written consent of the Lessor.
6. Repairs. The Lessee, at his or her expense, shall make all ordinary repairs, not to exceed \$500 for each instance, to the leased premises. The Lessor must be notified in writing and approve all repairs to the premises prior to the commencement of work.
7. Waste. The Lessee shall not permit or commit waste to the leased premises.
8. Insurance. Throughout the term of this lease, Lessee shall maintain fire, hazard, and public liability insurance upon the premises at or exceeding the minimum level of coverage established by the Lessor. Lessee shall provide Lessor with a copy of the insurance policy declaration page upon request. Furthermore, Lessee shall name the Lessor as an additional insured to all policies.
9. Liability to Third Parties. The Lessee shall be responsible for any and all loss, injury, damage, or liability to third parties or their property resulting from (i) any act or omission by Lessee or any agent, invitee, or licensee of Lessee; (ii) any failure by Lessee to perform or observe any agreement or condition to be performed or observed by it under this lease; or (iii) otherwise arising out of Lessee's use or occupancy of the premises.
10. Utilities. The Lessee 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.
11. Signs. If approved by the Lessor, Lessee shall have the right to place on the leased premises, at locations selected by Lessee, any signs which are permitted by applicable zoning ordinances and private restrictions. The Lessee shall repair all damage to the leased premises resulting from the removal of signs installed by Lessee.
12. Entry. The Lessor shall have the right to enter upon the leased premises at reasonable hours to inspect the same, provided Lessor shall not thereby unreasonably interfere with Lessee's business on the leased premises.
13. Driveway and Parking. The Lessee shall have the non-exclusive use in common with Lessor, 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. The Lessor reserves the right to designate parking areas for Lessee's use.
14. Conditional Use. The Lessor may only use the property for non-profit operational use for Gahanna Residents in Need. All automobiles parking on the property must park on paved surfaces only. The property can only be accessed by right turn in and right turn out. Automobiles are prohibited from backing out onto Hamilton Road.

15. Compliance with Law. The Lessee shall comply with all rules, regulations, ordinances and laws of all governmental authorities having jurisdiction over the premises.

16. Sublease and Assignment. The Lessee shall not assign this Lease without the prior written consent of the Lessor.

17. Indemnification. During the term hereof, and those terms identified herein, the Lessee shall be responsible for the maintenance and preservation of the leased premises, and will indemnify and hold the Lessor, its successors and assigns, the City of Gahanna, and the officials and employees of the City, free and harmless from and against any and all claims, judgments, awards, penalties, costs, demands, actions and/or suits whatsoever for injuries and death sustained by persons or damage to property, arising out of the Lessee's use or occupancy of the leased premises, including all ingress and egress, excepting therefrom those which are due to or arise out of the Lessor's negligence and/or omission.

18. Default. Upon default in any term or condition of this Lease, the Lessor shall have the right to undertake any or all other remedies permitted by law.

19. Surrender at End of Term. At the expiration or termination of this Lease, the Lessee shall surrender and deliver to the Lessor all of the leased premises in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, reasonable wear and tear excluded.

20. Termination. The Lessor shall have the right to terminate this Lease at any time without penalty or further liability whatsoever. The Lessor shall send notice of cancellation six (6) months prior to termination of the lease.

21. Notices. Any notices permitted or required by this Agreement shall be in writing and shall be given or made by hand delivery, certified mail, return receipt requested or by overnight express with written receipt, addressed to the respective Parties as follows:

If to _____:

If to City of Gahanna:
Mayor, City of Gahanna
200 South Hamilton Road
Gahanna, Ohio 43230

22. 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.

23. 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.

24. Successors. The terms, covenants and conditions hereof shall be binding upon and inured to the benefit of the parties hereto, and their respective successors and assigns.

25. Severability. If any part of this Agreement is held to unlawful, or null and void, such part shall be severed from the whole hereof, and the remaining portion thereof shall retain its full force and effect as fully written herein.

26. Applicable Law. This Lease shall be construed under the laws of the State of Ohio.

27. Entire Agreement. It is mutually stipulated and agreed by and between the parties thereto that this instrument contains the entire Agreement between them as of this date, and that the execution thereof has not been induced by either party by any representations, promises or undertakings not expressed herein. It is further mutually stipulated and agreed by and between the parties that there are no other promises or undertakings whatsoever by the respective parties in any way affecting the subject matter of this Lease which are not expressly contained in this instrument and no change, alteration or modification hereof may be made except in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereunder set their hands the day and year first written above.

CITY OF GAHANNA – LESSOR

– LESSEE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____