

SIDEWALK DINING LEASE

WHEREAS, the City of Gahanna (hereinafter "City") is vitally concerned with the use of the various Rights-of-Way in the City as such Rights-of-Way are a valuable and limited resource which must be utilized to promote the public health, safety and welfare including the economic development of the City; and

WHEREAS, Chapter 908 of the Codified Ordinances of the City provides for the regulation of such limited use or occupation of public sidewalk and other real property within the public right-of-way; and

Arepazo Gahanna LLC dba/Arepazo Tapas & Wine

WHEREAS, _____ (hereinafter "Lessee") seeks to install, operate and maintain sidewalk dining adjacent to

93 North High Street, Gahanna, OH 43230

(hereinafter "Premises");

NOW THEREFORE, in consideration of the mutual covenants and benefits stated herein the City of Gahanna hereby grants this Lease to the Lessee subject to the following terms, fees and conditions:

TERM, FEES AND CONDITIONS

This Lease shall be valid from the date of its full execution herein until December 31, 2012. Issuance of this Lease is conditioned upon receipt of a \$100.00 application fee. This Lease may be renewed for successive one (1) year terms commencing January 1st and ending December 31st of each following year upon written notification to the City at the address given below of the Lessee's intent to renew and the City's receipt of a \$25.00 renewal fee.

GENERAL PROVISIONS

- **Use of Premises**: The Premises shall be used for sidewalk dining and installation of non-commercial private amenities for the use and enjoyment of patrons, customers and guests of Lessee's establishment immediately adjacent thereto, and for no other purposes. Upon Lessee's compliance with all applicable liquor regulations, alcoholic beverages may be served to such patrons, customers, business invitees and guests of the Lessee. Lessee shall be allowed to restrict the use of the Premises to such patrons, customers, business invitees and guests.
- **Non Interference With Right-of-Way**: Lessee shall not erect or permit obstructions, of a temporary or permanent nature to be located on the non-permitted portion of the sidewalk/right-of-way. Lessee shall restrain and prevent its employees, patrons, customers business invitees, and guests from blocking, obstructing or hindering the flow of pedestrian traffic upon the non-permitted portion of the sidewalk/right-of-way.
- **Maintenance of Trash**: Lessee shall keep the Premises clean and free of debris, including any adjacent sidewalk/right-of-way indirectly affected by Lessee's use of the subject Premises.
- **Alterations or Improvements**: Lessee shall be allowed to make those non-permanent alterations or improvements to the Premises as are necessary to conform to applicable liquor

regulations. Lessee must apply for and receive approval for all building, zoning and any other permits required before installation of non-permanent alterations or improvements within the subject premises can occur

- **Warranties:** Lessee hereby acknowledges acceptance of the subject Premises in "As is" condition with absolutely no warranties, implied or expressed, by City as to its condition or suitability for the Lessee's intended use.
- **Compliance With Laws:** Lessee shall comply with all City rules, regulations, ordinances, and the Gahanna City Code, as well as any and all State laws, applicable to the Lessee's intended use of the subject Premises.
- **Assignment:** This Lease is not transferable without the prior express written approval of the City. The City shall not unduly withhold approval after receipt of a written request from the Lessee.
- **Indemnification and Insurance:** The Lessee shall, as a condition of the issuance of this Lease, indemnify, protect and hold harmless the City from any claim, loss or damage arising in any way from Lessee's occupation or use of the Premises including but not limited to the operation and maintenance of Lessee's facilities, and from any negligent or wrongful act or omission excluding, however, claims arising from the City's sole negligence or willful misconduct. In addition the Lessee agrees to keep in force an insurance policy in accordance with the requirement stated in Chapter 908 of the Gahanna City Codes.
- **Termination:** Either party shall have the right to terminate this Lease fifteen (15) days after written notice of such termination has been given to the other party. The City also shall have the right to revoke this Lease in the event of a breach by the Lessee under Section 908.09 of Chapter 908 of Gahanna City Codes.
- **Notification:** All notices issued under this Lease must be in writing and shall be deemed validly given if sent by overnight delivery or regular certified mail, return receipt requested, effective the third day following the date the notice is postmarked. Notices should be addressed as follows:

City of Gahanna
Director of Public Service
200 S. Hamilton Road
Gahanna, OH 43230

Lease Agreement as authorized by ORD - _____

Certificate of Appropriateness No. - _____ N/A _____

Approved as to form this _____ day of _____, 2012, _____
(City Attorney)

Lessee: _____ date _____

Approved: _____ date _____
(Mayor)