

## LEASE

This Lease is made and executed, this \_\_\_\_\_ day of \_\_\_\_\_ by and between Jefferson Local District Recreation Council, herein called Lessor, and the City of Gahanna, herein called Lessee.

WITNESSETH, that said Lessor, in consideration of the covenants hereinafter contained, and to be performed by the said Lessee, hereby leases to said Lessee the following described property, hereinafter referred to as "premises":

Area surrounding tennis courts, north to fence north of courts and south of pools; not closer than 30 feet south, 60 feet west of tennis court fence and nothing north of courts.

The term of this Lease shall be from the above date of execution until November 30.

It is agreed that said Lessee is to pay the following amount as rent during the term of this Lease:

Six Thousand Two Hundred Dollars (\$6,200.00)

Said rental payment is due on or before the 1<sup>st</sup> day of May, 2000.

The premises are to be used by the Gahanna Parks and Recreation Department for recreational activities limited to soccer fields, spring and fall soccer season only.

And the Lessee covenants and agrees with the Lessor that said Lessee will:

- (1) Maintain the entire leased premises, including the soccer fields and parking lot, but not excluding any other portion of the premises, and pay for any improvements thereon;
- (2) Not commit, or allow any nuisance to exist on the premises, not commit, or allow to be committed, any waste on the premises, or use or allow the premises to be used for any unlawful purposes;
- (3) Not assign this lease, or any interest herein, or sublet the leased premises, or any part thereof, or allow any persons other than Lessee's agents, employees and program (soccer) participants to use said premises without first obtaining Lessor's written consent thereto;
- (4) Maintain property and liability insurance coverage on the premises, and provide a copy of said policy to Lessor upon request;
- (5) Relocate the existing gate for the roadway to the parking lot adjacent to the soccer field or, at the discretion of the Lessee, add a gate, to the roadway leading to the employee parking lot adjacent to the bicycle

**EXHIBIT A**

pathway and create a five foot break in the bikeway curb adjacent to and opposite of the western edge of the pool building and install a ballard post into the bikeway adjacent to the gate in such a manner as to prevent automobiles, vans, and trucks from passing around the gate on the bike path; and

- (6) Lessee shall have exclusive use of the leased premises during the term of the lease free of any interference from Lessor, exclusive of the period of time between Memorial Day and Labor Day.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease in duplicate.

Signed in the presence of: City of Gahanna

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: James F. McGregor, Mayor

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

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

Signed in the presence of: Jefferson Local School District Recreation Council

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: President: Board of Trustees

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

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