

PARKS AND RECREATION LEASE

THIS LEASE is made between Olmsted Athletic Commission, P.O. Box 38283, Olmsted Falls, OH 44138 (hereinafter referred to as “OAC” or “Tenant”) and the City of Olmsted Falls (hereinafter referred to as “City” or “Landlord”), whose address is 26100 Bagley Rd., Olmsted Falls, OH 44138.

WHEREAS, OAC is a non-profit organization comprised of private individuals who are motivated to provide funding for the development and maintenance of athletic fields, parks, and recreation facilities through both private and public partnerships throughout the Olmsted Community; and

WHEREAS, the City is the owner of vacant land adjacent to the City Hall campus, Permanent Parcel #281-15-006, comprising 3.78 acres, which is available for redevelopment; and

WHEREAS, this City Council in Resolution 10-2020, had deemed it in the best interest of the community to authorize the mayor to enter into a long-term lease agreement with Olmsted Athletic Commission regarding such vacant land for the development and use as athletic fields, parks, and recreation facility. Now therefore,

IN CONSIDERATION THEREOF, this sufficiency of which is acknowledged, OAC and the City have agreed to enter the following provisions of Lease.

1. **PREMISES.** The City leases to OAC, on the terms and conditions set forth in this Lease, vacant land adjacent to the City Hall campus, Permanent Parcel #281-15-006, comprising 3.78 acres (the "Premises").

2. **TERM.** The term of this Lease shall be twenty (20) years, commencing on the signing date; with renewable indeterminable 5-year terms, at the same lease rate and conditions, at the option of OAC. The Lease shall be terminable by the City upon a 365-day written notice to OAC only upon actions of OAC which constitute a breach of this lease agreement.

3. **PURPOSE.** The City and OAC agrees the subject Premises, shall be used exclusively as athletic fields, parks and recreation facilities without charge or fee for use by the residents, groups, or teams primarily residing or located in the City or in Olmsted Township.

4. **RENT.**

4.1 **Monetary Rent.** OAC shall pay to the City rent for the Premises Ten Dollars (\$10.00) per year. Rent shall be paid to the City in advance on the first day of each year of the term. Rent payments shall be made payable to The City of Olmsted Falls at the address set forth above or at such other address as the City may designate in writing. If OAC fails to pay the rent by the 30th day of any year, OAC shall pay the City a 5% late fee in addition to the rent for the City's extra expenses. If a check given by OAC for rent is dishonored, an additional charge of \$100.00 shall be added to the rent for that year.

4.2 **Non-monetary Rent.** In consideration for the rental paid, OAC shall make adaptations, alteration, or other such improvements as necessary to redevelop said leased property for use as athletic fields, parks or other recreation facilities, which OAC may deem to be necessary for the proper use of the Premises as OAC may require, subject to prior approval of the City through the permit process of the City's Building Department. OAC and the City

acknowledge that such improvements shall become fixtures to said Property and inure to the benefit of the City.

5. **SECURITY DEPOSIT.** OAC will not be required to deposit with the City any funds as security for the performance of this Lease.

6. **ACCEPTANCE OF "AS IS" CONDITION OF PREMISES.** OAC has examined the Premises and has accepted the same in "as is" condition and satisfactory for the intended purpose.

7. **MAINTENANCE AND REPAIR.** Throughout the term of this Lease, OAC shall maintain and keep in good repair said Premises for use as athletic fields, parks or other recreational facility, including but not limited to keeping the Premises in a safe and sanitary condition; grooming athletic fields and grounds, draining and grading fields, lining baselines and boundaries, maintaining fencing, dugouts, stands, concession stands, port-a-potties, trash cans, playground equipment, and other athletic and/or recreational facilities installed. The City shall be responsible for mowing and trimming all grass areas once per week.

8. **INSPECTIONS.** The City, and its agents or contractors, may enter the Premises at reasonable times for inspections.

9. **UTILITIES.** OAC shall obtain and pay for all utility services including gas, heat, electricity, water and sewer and any other utility used or consumed on the Premises by OAC and its users.

10. **NO CITY LIABILITY.** The City shall not be liable for any injury or damages to persons or property on or about the Premises, unless (a) caused by the negligence of City or the City's employees or agents for which sovereign immunity defenses would not be available; and (b) of such a nature that the loss or injury would not be covered under a standard policy of lessee's insurance. If Acts of God such as storm, flood, fire, or other catastrophe injures or destroys the Premises, this Agreement may terminate at the City's option. OAC shall be responsible for the cost of restoration and repair of any damage to the Premises and the appliances, fixtures and equipment located in the Premises caused by either the aforesaid Acts of God or otherwise by misuse, abuse or neglect or wrongful acts of OAC, OAC's invitees or other lawful occupants of the Premises.

11. **INSURANCE.** OAC agrees to carry the proper Liability and Contents insurance coverage, through a provider of its choice that insures OAC, the Premises and its fixtures and names the City as an additional insured. The insurance policy shall provide that it may not be terminated for any reason without at least 15 days prior written notice to City. OAC shall provide a certificate of insurance to the City at the beginning of the term of this Lease.

12. **SURRENDER.** Upon expiration of the term of this Lease, this Lease will automatically renew on a five-year basis unless either party gives at least 365 days written notice of termination of this Lease. Termination shall take place only on the last day of any given year. When vacating after the first day of the lease year, OAC is responsible for the full year's rent.

13. **SEVERABILITY.** If any provision of this Agreement or the application thereof to any party or entity shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such provision to party or entity other than those as to which it is invalid or

unenforceable, shall not be affected thereby, and each provision of this Agreement will be valid and shall be enforceable to the extent permitted by law.

14. **AMENDMENTS.** This Lease sets forth the entire agreement of the parties. No alteration of the terms or conditions of this Lease or any oral agreement shall be valid unless in writing signed by both parties.

15. **LIEN, ENCUMBRANCES AND INTERESTS IN THE PROPERTY.** Both parties covenant and agree that they shall keep the property free from any liens, claims or other encumbrances by contractors, subcontractors, materialmen, suppliers or other laborers arising out of the use or improvement of the property, based upon any act or interest of the parties or anyone claiming through or against the parties.

16. **NOTICE.** Notices to the City of Olmsted Falls shall be sent by U.S. Mail and served upon:

City of Olmsted Falls
Mayor
26100 Bagley Road
Olmsted Falls, Ohio 44138

Notices to the Olmsted Athletic Commission shall be sent by U.S. Mail and served upon:

Olmsted Athletic Commission
Attn: Robert Lara
P.O. Box 38283
Olmsted Falls, Ohio 44138

17. **COUNTERPARTS.** This Lease Agreement may be executed in three (3) counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

LANDLORD: City of Olmsted Falls

TENANT: Olmsted Athletic Commission

By: James P. Graven, Mayor

By: Robert Lara, Vice President

Date: _____

Date: _____