

DRAFT

Lease Agreement between
American Croatian Lodge
and City of Eastlake

THIS LEASE is made and executed as of _____, 2015, by and between the Council of the City of Eastlake, ("Landlord" or "City"), an Ohio municipal corporation, whose address is 35150 Lakeshore Boulevard, Eastlake, Ohio 44095, and the Board of Trustees of the American Croatian Lodge, Inc. ("Tenant" or "ACL"), an Ohio corporation operating in Lake County, Ohio, whose address is 34900 Lake Shore Boulevard, Eastlake, Ohio 44095, individually referred to as "party" and collectively as "parties."

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

SECTION 1 – PREMISES, BUILDING AND NON-EXCLUSIVE PARKING

- A. Landlord hereby leases to Tenant and Tenant hereby lets from Landlord certain premises ("Premises") consisting of approximately six and eighty-eight one hundredths (6.88) acres of real property currently improved for use as a community and recreational facility, owned by the Landlord, and otherwise known as a portion of the Central Park Community and Recreational Center on Roberts Road, Eastlake, Ohio. In particular, this lease shall pertain to those parcels immediately adjacent to ACL's Lake Shore Boulevard facility and carrying Lake County Permanent Parcel Numbers 34A0140000140 (5.74 acres) and 34A0140000560 (1.14 acres).
- B. The Premises includes, without limitation, the pavilion, bathrooms and grounds.
- C. The Premises shall include signs identifying ACL's use and operation of the property in accordance with applicable zoning ordinances and review and/or approval of the City.
- ~~D. Consistent with Tenant's use of the Premises pursuant to this Lease, Tenant and its invitees shall enjoy the non-exclusive use of the parking facilities appurtenant to the existing community center located on Lake County Permanent Parcel Numbers 34A0140000540, 34A0140000550 and 34A0140000610 and access to the same from Roberts Road.~~

Comment [TEP1]: ACL understands any use of the adjacent parking will be the result of an agreement with EPAL.

SECTION 2 - TERM AND POSSESSION

- A. The term ("Term") of this lease shall be for a period of ~~fifteen~~-twenty (1520) years, commencing October 1, 2015, and ending on September 30, 20305. After the initial ~~fifteen~~-twenty-year term of the Lease, and provided ACL is not otherwise in default of its lease obligations, the parties may extend this lease lease upon the same terms and conditions for an additional five-year period based on the mutual, written agreement of both parties.

Upon termination of this Agreement, whether by expiration of the initial term, any subsequent renewal or any early termination of either the initial term or subsequent renewal, the improvements, structures, facilities or specifications shall remain the sole and exclusive property of the City.

Tenant also agrees to maintain and repair the improvements, structures, facilities or specifications as determined necessary by the City. Should Tenant fail to maintain or repair such the improvements, structures, facilities or specifications, the City reserves the right to correct this defect in its sole discretion and charge to Tenant the cost of any such maintenance or repair.

SECTION 3 - RENT

- A. Tenant agrees to pay to the Landlord rent in the sum of One Dollar (\$1.00) per year during the term of this Lease, with said payment first being due and payable prior to the beginning of the lease term and thereafter on an annual basis. As further consideration, Tenant agrees to improve and maintain the Premises for use as a soccer facility. Said improvements shall be substantially consistent, in the sole discretion of the City, with the drawings attached hereto and any additional improvements reasonably demanded by the City. Should Tenant not agree to perform or comply with the additional improvements reasonably demanded by the City, then Tenant may terminate this Agreement by written notice of termination.

Any such improvement to the property shall be included in the definition of Premises and shall constitute the sole and exclusive property of the City.

SECTION 4 - PERMITTED USE

- A. Tenant will use the Premises as a facility for providing soccer training and competition.
- B. Tenant shall use and occupy the Premises in a safe and careful manner, conforming to good housekeeping practices, without permitting or committing any waste. Tenant shall conform to and obey all laws, ordinances, rules, regulations, requirements and orders of all governmental bodies or authorities respecting its use of the Premises.

SECTION 5 - REPAIRS AND ALTERATIONS

- A. Tenant shall be responsible for maintaining and repairing the landscaping, fields, pavilion and bathrooms and other similar systems in the Premises, as needed to maintain them in good working order and repair, excluding special equipment installed by the Tenant. Tenant shall pay for damage caused or repairs or replacements necessitated by any intentional or negligent act or omission of Tenant, Tenant's agents, employees, contractors, customers, or invitees.
- B. Tenant shall be permitted to make permanent alterations, additions, major repairs, improvements, and other changes in or to the Premises upon written approval from Landlord; Tenant shall notify Landlord and Tenant shall comply with the Landlord's request for plans, specifications, names of contractors if any, copies of contracts, necessary permits and indemnification against liens, costs, damages, and expenses of all kinds.
- B. Any permanent additions, alterations, fixtures, and improvements shall become Landlord's property and shall remain upon and be surrendered with the Premises upon the termination of this Lease, all without compensation, allowance, or credit to Tenant.

Tenant shall ensure that any improvement, structure, facility or specification to the property, shall comply with all ordinances, including the zoning code, and building code of the City or any government department or agency. Tenant shall also agree to provide or carry any insurance or

bond that the City determines necessary and appropriate for the use of or improvement or construction on or of the Premises

SECTION 6 - UTILITIES

- A. Tenant shall be responsible for all utility costs.

SECTION 7 - TENANT'S COVENANTS

- A. Tenant shall not, without having first obtained Landlord's written consent:
- i. Permit the accumulation of debris or refuse matter. Tenant shall ensure that all debris and refuse is removed from the property within 24 hours of any use of the facility. Should any such debris or refuse not be removed, the City reserves the right to correct this defect and charge to Tenant the cost of removal at \$50 per incident.
 - ii. Permit the occurrence of any nuisance in the Premises or the emissions therefrom of any objectionable noise, odor, or effect.
 - iii. Permit any employee, member, agent, or invitee of Tenant to violate any covenants or obligations of Tenant under this Lease.
 - iv. Install any sign unless previously approved by Landlord in writing.
- B. Except for damage by fire or other casualty and reasonable use and wear, at the Termination of this Lease Tenant shall peaceably yield up and surrender the Premises and installations therein (except if permitted to remove the same by Landlord in accordance with the provisions of this Lease) in good order, repair, and condition, removing all furniture, fixtures, and all other personal property of Tenant which are removable, except those of Landlord. Tenant shall make any reasonable repairs made necessary by such removal. If Tenant fails to remove any of Tenant's property from the Premises upon any termination of this Lease, or to repair any damage caused by such removal, Landlord may remove such property and repair any damage at Tenant's sole cost.
- C. Tenant shall save Landlord harmless from and against any and all claims, demands, actions, damages, liability and expense in connection with the loss, damage or injury to persons or property whether for injuries to persons or loss of life, or damage to property, arising in connection with the acts or omissions of the Tenant, or Tenant's employees, agents, contractors, customers, invitees, or officers to any person or property while in or on the Premises.
- D. Tenant shall maintain liability insurance and property damage insurance in an amount of \$1 million, insuring the Premises and Tenant's use of the Premises, and add Landlord as an additional insured against all claims, demands, or actions for injury to or death of any persons and shall name the City as an additional insured on said policy. The City reserves the right to require additional insurance as determined necessary and appropriate in its sole discretion as improvements and construction to the facility occur.
- E. Tenant's fixtures, furnishings, furniture, equipment, and other personal property of Tenant shall be kept in the Premises at Tenant's sole risk; Tenant shall obtain fire and extended insurance, as applicable, covering Tenant's fixtures, furnishings, furniture, equipment, and other personal property of Tenant located in the Premises.

SECTION 8 - LANDLORD'S COVENANTS

- A. Landlord hereby covenants that if Tenant shall perform all of the covenants and agreements required of Tenant pursuant to this Lease, Tenant shall have at all times during the Term of this Lease have peaceable and quiet enjoyment and possession of the Premises without hindrance from Landlord or any person or persons lawfully claiming the Premises by or through the Landlord, subject, however, to the terms of this Lease, and to any mortgages and agreements to which this Lease is subordinate.
- B. Landlord further covenants that if Tenant shall perform all of the covenants and agreements required of Tenant pursuant to this Lease, and in the event Landlord desires to lease or sell the neighboring community center on Lake County Permanent Parcel Numbers 34A0140000540, 34A0140000550 and 34A0140000610, Tenant shall be provided with a first right of refusal with respect to said sale or lease subject only to said sale or lease being offered first to the current tenant.

SECTION 9 – ASSIGNMENT AND SUBLETTING

- A. Tenant shall not assign, transfer, convey, encumber, or sublet this Lease or any interest of Tenant under this Lease without the prior written permission of Landlord; provided, however, Tenant shall not be required to obtain separate permission to assign, transfer, convey, encumber, or sublet this Lease or any interest under this Lease to soccer programs already affiliated with Tenant.
- B. Tenant agrees that good faith efforts shall be made to accommodate youth soccer leagues* affiliated with the Landlord on a case-by-case basis and upon reasonable terms and conditions; provided, however, that this good faith requirement shall not in any way require ACL to forego its own scheduled use of the Premises.
- C. Landlord shall not assign or transfer this Lease or any rights it has under this Lease without the prior written permission of Tenant.

Formatted: Indent: Left: 0", Hanging: 0.5"

SECTION 10 - WAIVERS

- A. No waiver by either party of any failure by the other party shall be deemed a waiver of any other performance or of any other term or condition expressed within this Lease. No payment of money by Tenant to Landlord after the termination of this Lease shall reinstate, continue, or extend the Term of this Lease, unless agreed to in writing and signed by both parties.
- B. All insurance policies required to be carried by either party covering the Premises and/or the Building, including but not limited to contents, fire, and casualty insurance, shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party.
- D. To the extent not inconsistent with the Indemnification and Hold Harmless provisions above, Tenant and Landlord further agree to waive all claims, causes of action, and rights of recovery against the other, and their respective agents, officers, and employees, for any injury

to or death of persons or any damage or destruction of persons, property, or business which shall occur on or about the Premises originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees to the extent such injury, death or property damage is required to be covered by a policy or policies maintained by either Landlord or Tenant pursuant to this Lease. Each party shall insure that this provision is permitted by their respective insurance company, and that a waiver of subrogation provision is included in their insurance policy.

Tenant shall ensure that any person, organization or club using the facility shall execute a Waiver, Indemnification and Hold Harmless Agreement which protects the City from any liability or claim brought against it by said person, organization or club using said facility.

SECTION 11 - NO REPRESENTATIONS

Neither Landlord nor Tenant has made any representations or promises concerning the subject matter of this Lease, except as contained herein. This Lease contains the entire understanding of the parties. No prior agreement or understanding pertaining to any matter shall be effective unless expressly stated in this Lease. This Lease may be modified only by a written instrument which is signed by the parties.

SECTION 12 - NOTICES

Any notice from either party to the other shall be in writing and shall be deemed to be duly given only if mailed by registered or certified mail, postage prepaid, addressed to the other party at the address listed on page one of this Lease. When notice is sent in the foregoing manner, it shall be deemed to have been given not later than three (3) business days after the date on which it was mailed.

SECTION 13 - SECTION HEADINGS

The section headings in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

SECTION 14 - EFFECTIVE DATE

The delivery of an unsigned Lease to Tenant or Landlord shall not be deemed to be an offer to Lease or a reservation of space. This Lease shall not be effective unless and until it has been executed by both parties.

SECTION 15 - TIME OF ESSENCE

Time is expressly declared to be of the essence for all obligations and duties set forth in this Lease.

SECTION 16 - GOVERNING LAW AND DISPUTE RESOLUTION

The laws of the State of Ohio shall govern the validity, performance, interpretation, and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. In the event that any dispute arises among the parties based in whole or part on this Lease, it shall be filed in a court of competent jurisdiction in Lake County, Ohio.

IN WITNESS WHEREOF, the parties, by and through their authorized representatives, set forth their signatures below and hereby execute this agreement as of the date set forth above.

Field Code Changed

LANDLORD – Council of the Mayor City of Eastlake:

Title: _____

Date: _____

SWORN TO AND SIGNED BEFORE a notary public in and for Lake County, Ohio, this _____ day of _____, 2015.

Field Code Changed

Notary Public

TENANT – Board of Trustees of American Croatian Lodge, Inc.:

Title: _____

Date: _____

SWORN TO AND SIGNED BEFORE a notary public in and for Lake County, Ohio, this _____ day of _____, 2015.

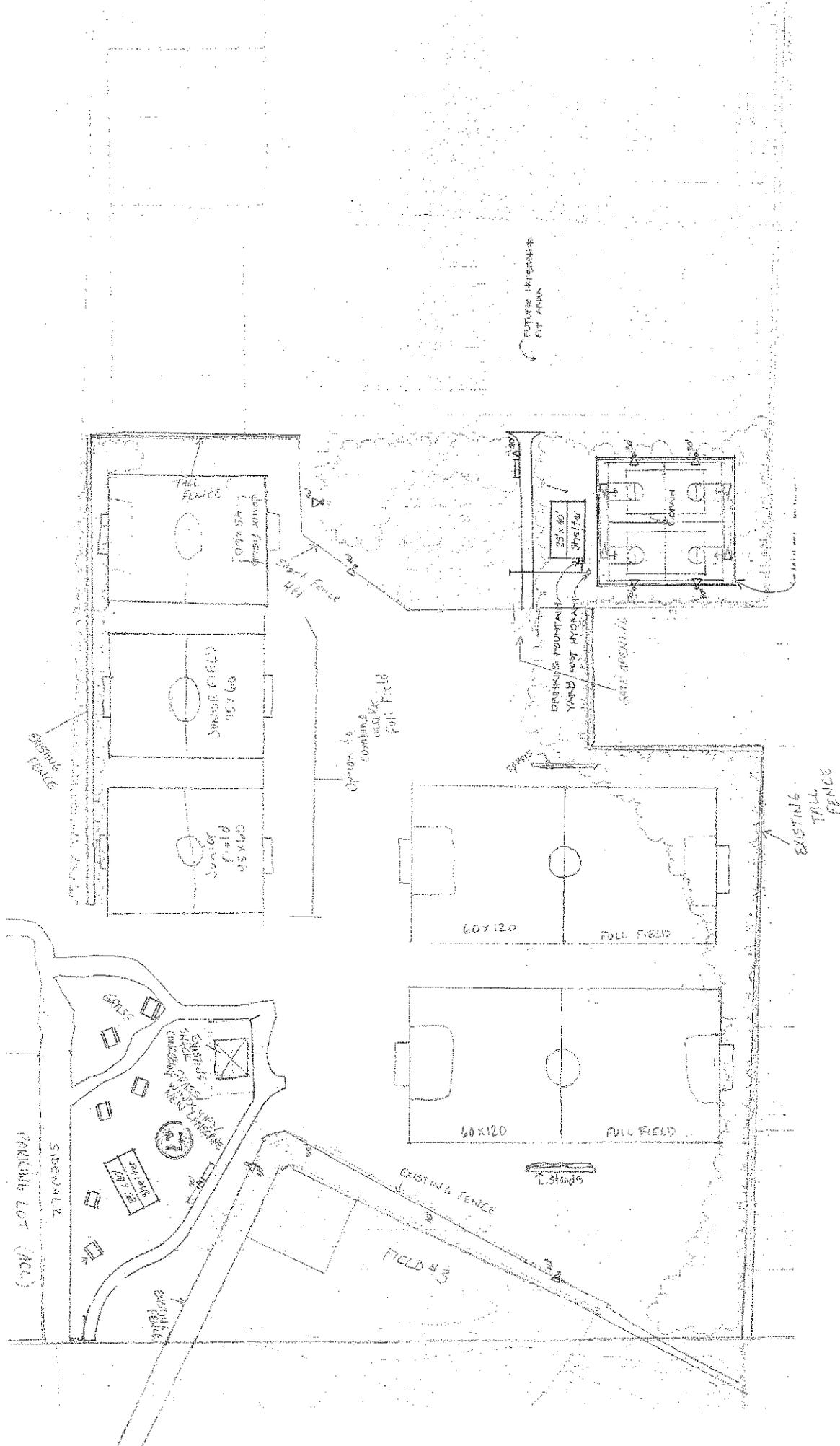
Field Code Changed

Notary Public



Property lines are graphic representations and are NOT survey accurate.
Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 200 feet
Creation Date: August 17, 2015



DRINKING LOT (NCL)

STAIRS

EXISTING FENCE

EXISTING FENCE

OPTION TO COMBINE

60x120

FULL FIELD

60x120

FULL FIELD

FIELD #3

EXISTING FENCE

EXISTING TALL FENCE

STAIRS

DRINKING FOUNTAIN YARD

STAIRS

STAIRS