

19-114
Exhibit A

COUNTY OF SUMMIT, OHIO

Landlord

AND

AKRON SOUL TRAIN

Tenant

FOR

**LEASE OF SPACE LOCATED ON THE 1ST FLOOR
191 S. MAIN STREET, AKRON OHIO 44308**

This LEASE AGREEMENT ("Lease") is entered into as of the date signed by the County Executive ("Effective Date") by and between the COUNTY OF SUMMIT, OHIO, ("Landlord"), a political subdivision and charter County, duly organized and validly existing under the laws of the State of Ohio and its Charter, having its principal place of business located at 175 S. Main Street, Executive's Office, 8th Floor, Akron, Ohio 44308, as authorized by County Council Resolution No. _____, and AKRON SOUL TRAIN ("Tenant"), an Ohio nonprofit corporation organized under the laws of the State of Ohio and governed by Section 501(c)(3) of the Internal Revenue Code, with its principal place of business at 191 S. Main Street, 1st Floor, Akron, Ohio 44308.

In consideration of the covenants and agreements as set forth herein and intending to be legally bound, the parties agree as follows:

1. Premises. Landlord agrees to lease the following described premises to the Tenant on the terms and conditions as set forth in this Lease. The "Premises" shall consist of the following:

Approximately 1,641 square feet of general office space located on the 1st floor of the Building located at 191 South Main Street, Akron, Ohio ("Building"), together with such fixtures and improvements that are affixed to and located within the space on the date of commencement of this Lease. The Premises are depicted on Exhibit A, attached hereto and incorporated herein by reference.

In addition to the Premises, Tenant shall have non-exclusive access to all public areas of the Building. Landlord excepts and reserves for itself the hallways, stairways, shaftways, elevators, parking areas and other common areas and facilities, and the right to maintain, use, repair and replace pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures serving other parts of the Building.

2. Term. This Lease shall be for a period of five (5) years commencing on May 1, 2019 and terminating on April 30, 2024 ("Term") unless sooner terminated by default or as otherwise provided herein.

3. Use. The Tenant shall use the Premises solely as general office space and art gallery in a manner consistent with its non-profit status and for no other purposes without the Landlord's prior written consent ("Use"). Tenant shall use and occupy the Premises in a safe, careful and proper manner in compliance with all laws, rules, ordinances, zoning regulations and other requirements relating to the occupancy of the Premises and shall secure all required licenses and permits. Tenant shall not use or occupy the Premises for any hazardous or unlawful purpose or in any manner that may injure the reputation of the Landlord or Building. Prohibited uses include but are not limited to:

- (a) any unlawful purpose or use in any way that will injure the reputation of the County;
- (b) adult bookstore, adult or nude dance club or similar facility, any other establishment which provides live adult entertainment or sells, rents or exhibits pornographic or obscene materials or a massage parlor;
- (c) nightclub or discotheque;
- (d) blood bank;
- (e) abortion clinic;
- (f) bingo parlor, off-track betting business;
- (g) carnival, flea market, pawn shop;
- (h) industrial or manufacturing purpose (factory or warehouse);
- (i) sale of alcohol for consumption off premises;
- (j) use or sale of marijuana, hookah bar;
- (k) sale of fire arms or ammunition;
- (l) any use which in County's reasonable judgment:
 - creates fire, combustion, explosive or other hazards;
 - creates any environmental hazard, waste or health hazard;
 - creates strong, unusual or offensive odors, fumes, dust or vapors; or
 - is a public or private nuisance;
- (m) use of welding tools, wood working (burning) tools, stoves, kilns or ovens;
- (n) use of any heating devices including but not limited to space heaters or hot plates. Microwave ovens for food preparation are permitted;
- (o) use of any equipment or appliance that causes an electric circuit overload including but not limited to causing blown fuses or interference with the electrical panels;
- (p) keeping any animals or birds on the Premises, except as permitted by law such as service animals and emotional support, therapy, comfort and companion animals;

- (q) using the Premises for living, sleeping or housing facilities;
- (r) using the Premises for any purpose or in any manner that would, in the County's reasonable opinion, invalidate any policy of insurance now or hereafter carried on the Premises. In the event Tenant's use of the Premises causes an increase upon the insurance rates, Tenant agrees to pay as additional rent such premium increase;
- (s) disconnecting any safety devices such as smoke detectors or air safety monitoring devices and shall keep such in good working order at all times; and
- (t) putting any chemicals, substances or materials (including but not limited to paint, paint remover, turpentine, varnish, epoxy, plaster, clay, concrete or wax) in the sinks, drains, toilets, pipes or sewer system that causes breakage, stoppage, blockage, corrosion or other damage or is not permitted by the Environmental Protection Agency ("EPA").

Tenant will promptly pay all costs for any damage, repairs and replacements caused by any foreign objects, chemicals, substances or materials which causes breakage, blockage, stoppage, corrosion or other damage to the sinks, drains, toilets, pipes or sewer system.

4. Rent. For the Term of this Lease, Tenant agrees to pay Landlord for rent for the Premises the sum of One Dollar (\$1) per year ("Rent"). Tenant agrees to pre-pay to the Landlord the Rent for the entire Term of this Lease in the amount of Five Dollars (\$5) upon execution of this Lease.

5. Remodeling, Redecorating and Alterations. Any alteration, remodeling or redecoration of the Premises shall be done by Tenant, at Tenant's expense and only upon prior written consent of the Landlord. Any such alteration, remodeling or redecoration shall comply with state and local requirements and laws and must be inspected and approved by the appropriate government agencies. Such approvals are the sole responsibility of the Tenant. Upon termination of the Lease, any improvements to the Premises and any fixtures installed to the Premises shall become the property of the Landlord unless it is clearly severable personal property.

6. Maintenance and Repair. Landlord shall be responsible for ordinary repair and maintenance of the Premises. Tenant shall pay all costs for any damage caused by Tenant or Tenant's agents or guests including but not limited to damage to the toilets, sinks and sewer systems caused by any foreign objects, chemicals, substances or materials which causes breakage, stoppage or damage to the pipes or sewer system.

7. Security. Tenant shall be solely responsible for locking and securing the Premises.

8. Real Property Taxes and Assessments. Landlord shall be responsible for payment of all real estate property taxes and assessments on the Premises. Tenant shall not use the Premises in any manner that would jeopardize the tax-exempt nature of the Premises.

9. Utilities. Landlord shall be responsible for the payment of utilities for the Premises which shall include gas, electricity, water and sewer.

10. Additional Services Provided by Landlord. In addition to any obligations provided in other sections of this Lease, Landlord shall provide to Tenant such additional services as set forth in Exhibit B, attached hereto and incorporated herein by reference. Any cost for such additional services shall also be set forth in Exhibit B and shall be paid by Tenant to the Landlord upon the terms set forth in Exhibit B.

11. Insurance. Landlord shall maintain for the Term of this Lease commercial property insurance covering damage or loss to the Premises due to or arising from fire, lightning, explosion, windstorm or hail, smoke, riot or civil commotion, vandalism, sprinkler leakage or malicious mischief. Tenant shall maintain during the Term of this Lease, at its own cost, commercial general liability insurance with limits of liability not less than \$1,000,000 for each occurrence and in the aggregate, covering claims of bodily injury, including death, personal injury, property damage, products and completed operations, and liability assumed under contract. Tenant shall name Landlord as an additional insured on such commercial general liability insurance. In accordance with Ohio law, Tenant shall also maintain Workers' Compensation. Tenant may elect to obtain and maintain any other type of insurance on the Premises or its contents, at Tenant's sole cost and expense.

12. Landlord Access. Upon twenty-four (24) hour advance notice to the Tenant, the Landlord, including its agents, shall have access at all times to the Premises for any purpose including but not limited to making any necessary repairs, inspections and perform any necessary maintenance. No notice is required for an emergency where time for such notice is not possible.

13. Damage to Premises. In the event the Premises are destroyed or rendered untenantable by fire, storm, earthquake or other casualty, this Lease shall immediately terminate. Should the Premises be rendered partially untenantable, the Tenant and Landlord shall negotiate occupancy for the remainder of the Term or either party may immediately terminate this Lease upon written notice to the other party.

14. No Liability for Tenant's Property. Landlord shall not in any way be liable for any loss, expenses or damage to Tenant's property, property of others, personal injury or any other type of liability of any kind or nature occurring in, on or about the Premises, Building or parking areas or related to Tenant's use or occupancy of the Premises, Building or parking areas no matter what the cause including but not limited to any damage caused by any structural failure or collapses, bursting or leaking plumbing, gas, water, steam, pipes or conduits, water outlets, sewers, electrical and the roof. All personal property belonging to the Tenant or to any other person, located in or about the Premises, shall be there at the sole risk of the Tenant or such other person, and neither the Landlord nor the Landlord's agents shall be liable therefore.

15. Indemnification. Tenant agrees to indemnify, defend and hold harmless the Landlord and Landlord's elected officials, agents and employees from any and all claims, actions, demands, judgments, settlements, damages, expenses, liabilities, losses and costs of any kind including but not limited to court costs and reasonable fees of attorneys and experts, arising from or related to

any of the following by Tenant or Tenant's officers, employees, contractors, agents, licensees or invitees: (1) use of the Premises, any other area of the Building and any of the parking or public areas servicing the Premises or Building; (2) negligence; (3) willful misconduct; (4) malicious acts or omissions. Tenant will pay all reasonable attorneys' fees for the Landlord's selection and use of outside legal counsel. This indemnification will survive the termination of this Lease.

16. Rules and Regulations. Landlord may adopt and promulgate such rules and regulations as are necessary and reasonable to govern the use of the Premises and the public areas within the Building wherein the Premises are located.

17. Default and Remedies. It shall be an event of default if either party should fail to comply with the terms of this Lease or fail to perform any obligation under this Lease. In the event of default, the non-defaulting party may elect to terminate this Lease immediately upon written notice.

18. Termination. In addition to any other right to terminate under this Lease, either party may terminate this Lease upon sixty (60) days prior written notice to the other party.

19. Return of Premises. Tenant agrees to surrender the Premises at the termination of the Term in the same condition as when the Premises was accepted, ordinary wear excluded. In the event that damage beyond ordinary wear occurred, Tenant agrees to have said damage repaired or replaced to Landlord's satisfaction prior to Tenant's vacating the Premises. Upon Tenant's failure to make such repairs or replacements, Landlord shall cause such work to be completed and Tenant shall be responsible for such costs. Any of Tenant's property not removed within ten (10) days after the termination of this Lease shall be deemed abandoned by Tenant and at Landlord's election may be treated and/or disposed of by Landlord as its own property without further right of claim thereto by Tenant. Tenant shall pay the Landlord for any costs incurred by Landlord for such removal or disposal.

20. Assignment and Modification. This Lease shall not be modified or amended unless agreed to in writing by the parties. Tenant shall not assign this Lease or sublet the Premises or any part thereof, without the prior written consent of the Landlord.

21. Notice. Any notice required under this Lease shall be given in writing to the other party at the following addresses:

Landlord: County of Summit
Attention: Director of Law
175 South Main Street, 8th Floor
Akron, Ohio 44308

Tenant: Akron Soul Train
Attention: Nancy Brennan
191 S. Main Street, 1st Floor
Akron, Ohio 44308

22. Waivers. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach.

23. Authorization: The parties signing this Lease represent and warrant that they are authorized to enter into this Lease and bind their respective entities to the terms and conditions of the Lease.

24. Execution. This Lease supersedes and replaces all other agreements related to the Premises and it contains the entire agreement between the parties. Landlord and its agents have not made any representations or promises except as expressly set forth herein.

IN WITNESS WHEREOF, the parties hereby sign this Lease Agreement as of the date set forth below:

LANDLORD:

TENANT:

COUNTY OF SUMMIT, OHIO

AKRON SOUL TRAIN

By: _____
Ilene Shapiro, Executive Date

By: _____
Nancy Brennan, President

Approved as to form:

Deborah S. Matz, Director
Department of Law and Risk Management

[Notary Clause on Next Page]

STATE OF OHIO)
) ss:
COUNTY OF SUMMIT)

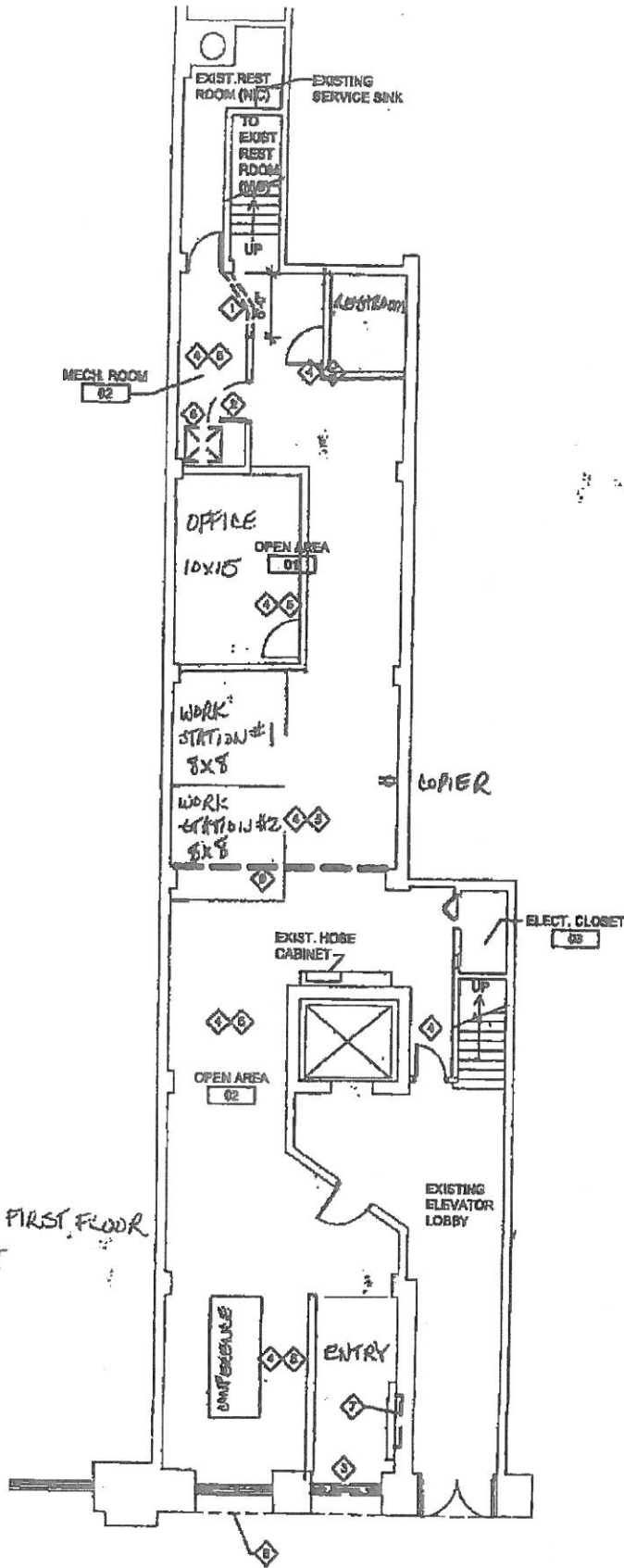
SWORN TO BEFORE ME AND SUBSCRIBED, a Notary Public in and for said State and County, personally appeared Ilene Shapiro, the Executive for the County of Summit, Ohio, who acknowledged that she did sign the foregoing instrument by her own free act and deed on behalf of the County of Summit, Ohio being duly authorized on this ____ day of _____, 2019.

Notary Public

STATE OF OHIO)
) ss:
COUNTY OF SUMMIT)

SWORN TO BEFORE ME AND SUBSCRIBED, a Notary Public in and for said State and County, personally appeared Nancy Brennan, as President, who acknowledged that she did sign the foregoing instrument by her own free act and deed on behalf of Akron Soul Train being duly authorized on this ____ day of _____, 2019.

Notary Public



FLOOR PLAN
OHIO BUILDING FIRST FLOOR
191 S. MAIN ST

EXHIBIT B

ADDITIONAL SERVICES PROVIDED BY LANDLORD

Any payments required hereunder shall be invoiced by Landlord to Tenant and shall be paid by Tenant within thirty (30) days of receipt of the same to the following address:

County of Summit
Attn: Department of Finance and Budget
175 S. Main Street, 7th Floor
Akron, OH 44308

Landlord shall provide the following additional services to Tenant:

1. Telephone and Internet. Landlord shall provide Tenant with wireless access to the internet through County resources but separate from the County network. Additionally, Landlord shall provide a data port for Tenant to connect a Voice Over Internet Protocol ("VOIP") phone solution. Landlord shall not charge Tenant for said wireless internet access or data port for VOIP phone solution.
2. Parking. Landlord is the owner of the Summit County Parking Deck, which is adjacent to the Building where the Premises are located. Tenant's employees, guests, customers and invitees may park in the Parking Deck, subject to the same parking rates charged to the general public. Landlord has no obligation to provide other parking space or facilities to the Tenant.
3. Copying and Print Service. Landlord maintains and operates an office services division in the Building where the Premises are located that provides copying and printing services to the Landlord. Tenant may utilize said services, provided that it shall be invoiced and shall pay for any such services rendered, consistent with a pricing sheet provided to Tenant upon execution of this Lease and as updated from time to time. At no cost, Landlord shall provide mail service to Tenant, but only if and upon Tenant fully metering and posting the mail at Tenant's cost prior to delivery to or pick-up by the Landlord.
4. Furniture and Equipment. Landlord shall have no obligation to provide furniture or equipment to Tenant.
5. Signage. Tenant shall be permitted to place signage on the front door and front window of the Premises and shall further be permitted to place any signage internal to the Premises necessary for its operations. Any signage that is viewed from the exterior of the Premises shall comply with all local ordinances and regulations, and may only be posted following approval by the Landlord.

6. Janitorial and Custodial Services. At no additional cost to Tenant, the Landlord shall provide Tenant with such janitorial and custodial services to the Premises as it customarily provides to the balance of the Building where the Premises is located.

7. Hours and Keys. The Building is open to the public from 7:30 a.m. to 4:00 p.m. Monday through Friday, except holidays, and will be available to Tenant's visitors, guests and invitees during that time. Tenant's visitors, guests and invitees shall have access to the Premises, but not the Building, after these hours. Tenant shall have access through the Building to its Premises both during and after these hours. Landlord will provide Tenant with sufficient number of keys for its employees to access the Premises and Building at any time. Landlord reserves the right to alter the public hours of the Building. Tenant shall provide Landlord with the names of all individuals in possession of keys, must sign-out those keys to the specifically named individuals and shall return the keys to the Landlord at the end of the tenancy or upon any change in personnel assigned a key.

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