

COUNTY OF SUMMIT

AND

THE COMMUNITY HALL FOUNDATION, INC. DBA AKRON CIVIC THEATER

LEASE OF SPACE LOCATED ON THE 1ST FLOOR,
175 S. MAIN ST., AKRON, OH 44308

This Lease Agreement is entered into this ___ day of _____, 2013, by and between the County of Summit, a charter County duly organized and validly existing under the laws of the State of Ohio and its Charter, ("Landlord") and The Community Hall Foundation, Inc. dba Akron Civic Theater, a non-profit corporation duly organized and validly existing under the laws of the State of Ohio ("Tenant").

Whereas, the Landlord is the owner of certain real property located at 175 S. Main St., Akron, Ohio 44308, which includes approximately 1,112 square feet of vacant office space on the first floor of the building located at that address ("Premises"); and

Whereas, the Tenant is a non-profit entity engaged in the operation of the Akron Civic Theater, which is located across the street from the Premises; and

Whereas, Landlord desires to lease the Premises to Tenant for use in its general office operations.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

- 1. Lease and Premises. The Landlord hereby leases to Tenant and the Tenant hereby leases from Landlord certain real property, known as the "Premises," and more fully described as follows:

1,112 square feet of general office space located on the 1st floor of the building located at 175 S. Main St., Akron, Ohio 44308, together with such fixtures and improvements that are affixed to and located within said space on the date of the commencement of this Lease and including specifically, the "ticket window" that sits within the Premises. The Premises are depicted on Exhibit A, attached hereto and incorporated herein by reference.

In addition to the Premises, Tenant shall have access to all public areas of the building, as well as access to the restrooms located throughout the building.

- 2. Term. This Lease shall be for a period of five (5) years commencing on March 1, 2013 and terminating on February 28, 2018 ("Term") unless sooner terminated as provided herein. The Term may be renewed for one (1) additional five (5) year term upon the same terms and conditions set forth in this Lease, unless otherwise agreed to by the

parties. Said renewal is subject to Tenant providing notice of its election to renew at least sixty (60) days prior to the expiration of the Term and the legislative authority of the Landlord approving the same prior to expiration of the Term.

Landlord shall provide Tenant access to the Premises, including keys as set forth herein, for a period commencing with the approval of this Lease by Council through February 28, 2013 for the installation and moving of all necessary equipment, furniture and other items, and to make any other preparations for the use of the space commencing March 1, 2013.

3. Use. The Tenant shall use the Premises solely as general office space in a manner consistent with its non-profit status. The Premises shall not be used for any other purpose without the express written consent of the Landlord.

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 be responsible for securing all necessary licenses and approvals to permit its use of the Premises. Tenant shall not use or occupy any part of the Premises for hazardous, unlawful or improper purposes. Tenant agrees that it will not violate any local, state or federal laws in its use of the Premises.

4. Rent. For the term of this Lease, Tenant agrees to pay Landlord for rent for the Premises the sum of one dollar (\$1.00) per year. Tenant agrees to pre-pay to Landlord the rent for the entire term of this Lease upon execution of this Lease.
5. Maintenance and Repair. Landlord shall be responsible for ordinary repair and maintenance of the Premises.
6. Remodeling, Redecorating and Alterations. Any alteration, remodeling or redecorating 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 redecorating shall comply with state and local requirements and laws and must be approved by the appropriate government agencies. Such approvals shall be the sole responsibility of the Tenant. Any improvements to the Premises and any fixtures installed to the Premises by the Tenant shall become the property of the Landlord.
7. 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 on Exhibit B and shall be paid by Tenant to the Landlord upon the terms set forth on Exhibit B.
8. Building Security. Landlord shall be responsible for providing security to the building in which the Premises is located, the extent of which shall be in the Landlord's sole discretion.
9. 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.

10. Taxes and Assessments. Landlord shall be responsible for payment of all taxes and assessments on the Premises. Tenant shall maintain its non-profit status so as not to jeopardize the tax-exempt nature of the Premises.
11. Landlord Access. Landlord shall have access at all times to the Premises to make any necessary repairs, perform any necessary maintenance, provide any of the services that it is obligated to provide under this Lease or in the event of an emergency. Additionally, Landlord shall have the right to inspect the Premises at any time upon reasonable notice to the Tenant. For purposes of this section, reasonable notice shall mean at least twenty-four (24) hours notice.
12. Damage to Premises. In the event the Premises are destroyed or rendered untenable by fire, storm, earthquake or other casualty, this Lease shall immediately terminate. Should the Premises be rendered partially untenable, 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.
13. Liability and Indemnification. Landlord shall not be responsible for any damages occasioned by reason of the Tenant's use of occupancy of the Premises. Landlord shall not be responsible for the failure to keep the Premises in repair, unless notice of the need for repairs has been given to Landlord and a reasonable time has elapsed and Landlord has failed to make such repairs. 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.

Tenant agrees to defend and indemnify Landlord and its elected officials, agents and employees against all claims, actions, demands, judgment, settlement, damages, 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 Tenants or its officers, employees, contractors, agents licensees or invitees: (1) use of the Premises, any other area of the building wherein the Premises are located and any of the parking or public areas servicing the Premises or the building, (2) negligence, (3) willful misconduct and (4) malicious acts or omissions.

14. 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.
15. Default and Remedies. It shall be an event of default if either party should fail to perform any obligation under this Lease. In the event of a default, the non-defaulting party may elect to terminate this lease immediately and may exercise any other remedy available to that party at law.
16. Termination. In addition to any other right to terminate under this Lease, either party may terminate this Lease for any reason upon one-hundred eighty (180) days written notice to the other party.
17. Return of Premises. Tenant agrees to surrender the Premises at the termination of the Term of this Lease or upon such earlier termination, in the same condition as when the Premises is accepted by the Tenant upon the commencement of this Lease, ordinary wear and tear excepted. Any of Tenant's property not removed within ten (10) days after the expiration or 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 by Tenant.
18. Assignment and Modification. This Lease shall not be modified unless in writing and agreed to by the parties. This Lease may be assigned by the Landlord without the written consent of the Tenant. This Lease may only be assigned by the Tenant with the written consent of the Landlord.
19. Notice. Any notice required under this Lease shall be given in writing to the other party at the following address:

a. To the Landlord: County of Summit
 Attn: Director of Law
 175 S. Main St.
 8th Floor
 Akron, OH 44308

b. To the Tenant: Community Hall Foundation, Inc. dba Akron Civic Theater
 175 S. Main St.
 1st Floor
 Akron, OH 44308

In witness whereof, the parties hereby sign this Lease as of the date set forth below:

Tenant:

By: _____ Date
 Its: _____

Approved as to form and correctness:

Landlord:

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

Russell M. Pry, Executive

Date

STATE OF OHIO)
)SS
COUNTY OF SUMMIT)

Before me, a Notary Public, in and for said County and State, personally appeared Russell M. Pry, Summit County Executive, who acknowledged that he did sign the foregoing and that the same is his free act and deed in his official capacity on behalf of the County of Summit.

In testimony hereof, I hereby set my hand and official seal at Akron, Ohio this ____ day of _____, 2013.

Notary Public

STATE OF OHIO)
)SS
COUNTY OF SUMMIT)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged that he did sign the foregoing and that the same is his free act and deed.

In testimony hereof, I hereby set my hand and official seal at Akron, Ohio this ____ day of _____, 2013.

Notary Public

EXHIBIT A
PREMISES AND PROPOSED FLOOR PLAN

See attached.

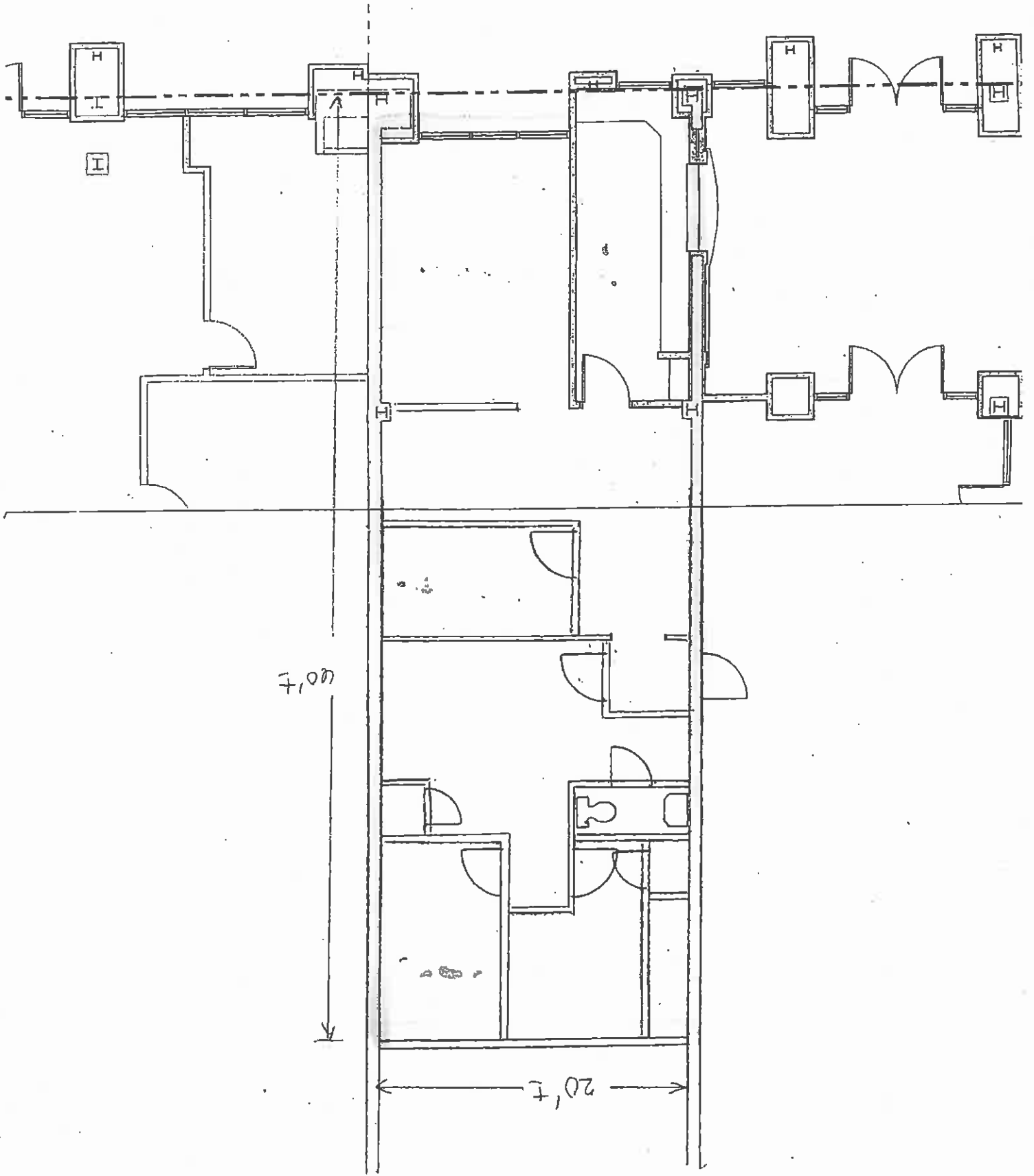


EXHIBIT B

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 St.
7th Floor
Akron, OH 44308

Landlord shall provide the following additional services to Tenant:

1. Telephone and Internet Service- - Landlord shall provide _____ telephone lines to Tenant. Tenant shall pay Landlord the sum of \$17.95 per line per month plus usage costs for local and long distance calls. Additionally, Landlord shall provide voicemail on the telephone lines at a cost of \$4.00 per month each. If possible, and if permitted by the telephone provider, Tenant's current phone numbers will be transferred to the Premises. Additionally, Landlord shall provide Tenant with _____ telephone devices similar to those used on Landlord's other offices at a one-time cost to Tenant of \$_____, which shall be invoiced to Tenant. Landlord shall perform all labor involved in ordering, installing, labeling and programming the telephones at no cost to Tenant.

Landlord shall provide a DSL line for internet service to Tenant. Tenant shall pay all costs billed to Landlord for the DSL line. Tenant shall provide all computers, servers, etc. necessary to utilize the internet provided through the DSL line and any internal network maintained by Tenant. Landlord shall provide and install the necessary network cabling and shall install the DSL line at no cost to Tenant.

Selection of the telephone service provider (both local and long distance) and the DSL provider shall be in Landlord's sole discretion. Tenant understands and agrees that if the Landlord should change service providers or if the rates change, that any change in cost will be passed through to Tenant.

2. Parking- Landlord is the owner of the Summit County Parking Deck, which is adjacent and attached to the building where the Premises is located. Tenant does not require parking in the Parking Deck for its employees, and Tenant's employees will park in space adjacent to the Akron Civic Theater and owned by Tenant. Tenant's 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 Tenant.
3. Copying and Print Service- Landlord maintains and operates an office services division in the building where the Premises is 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 pickup by the Landlord.

4. Furniture and Equipment- Landlord shall have no obligation to provide furniture or equipment to Tenant. However, Landlord shall make available to Tenant any surplus furniture and equipment in the same manner as any other non-profit entity as set forth in Chapter 177 of the Codified Ordinances of the County of Summit and through rules and procedures established by Landlord. Upon request from Tenant and coordination between the parties, Landlord will assist Tenant with moving furniture, equipment and other items from its existing rented space or from other locations to the Premises, provided, however, that Landlord accepts no responsibility for any damage to the same, that said services shall be provided only during Landlord's regular work week and that Landlord shall have the discretion to determine which employees or other individuals will move the same.
5. Signage- At no additional cost to Tenant, Landlord shall include identification of Tenant and the location of the Premises on the directory signs located on the first and fourth floors of the building where the Premises is located. The directory signs will be labeled with "Akron Civic Theater" and identify the room number of the Premises. Additionally, Landlord shall provide signage on the 1st floor of the building on or near the entrance door to the Premises to identify the location of the Premises, using a logo and wording as further agreed by the parties.
6. Janitorial and Custodial Service- At no additional cost to Tenant, Landlord shall provide Tenant with such janitorial and custodial service to the Premises as it customarily provides to the balance of the building wherein the Premises is located.
7. Restrooms- Landlord shall provide Tenant with access to the restrooms located within the building where the Premises are located and shall further provide Tenant with any codes or keys necessary to access the same.
8. Hours and Keys- The building wherein the Premises is located is open to the public from 7:30am to 4:00pm Monday through Friday, and will be available to Tenant's visitors, guests and invitees during that time. Tenant, but not its visitors, guests and invitees shall have access to the Premises after these hours and Landlord will provide Tenant with sufficient number of keys to access the Premises and the building wherein the Premises are located 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 Landlord at the end of the tenancy or upon any change in personnel assigned a key.