

18-171
EXHIBIT A

LEASE AGREEMENT
between the
COUNTY OF SUMMIT, OHIO
and
ARTSNOW

LEASE OF SPACE LOCATED ON THE 1st FLOOR,
175 SOUTH MAIN STREET, AKRON, OHIO 44308

THIS LEASE AGREEMENT is entered into this ___ day of _____ 2018, by and between the **COUNTY OF SUMMIT, OHIO**, a charter county and political subdivision of the State of Ohio duly organized and validly existing under the laws of the State of Ohio and its Charter, hereafter referred to as the “Landlord,” having its principal place of business located at 175 South Main Street, Executive's Office, Akron, Ohio 44308, and **ARTSNOW**, a nonprofit corporation duly organized and validly existing under the laws of the State of Ohio, hereafter referred to as the “Tenant,” having its principal place of business located at 175 South Main Street, Suite 100, Akron, Ohio 44308.

WITNESSETH:

WHEREAS, the Landlord is the owner of certain real property located at 175 S. Main St., Akron, Ohio 44308, (“Building”) which includes approximately 406 square feet of vacant office space on the first floor of the Building (“Premises”); and

WHEREAS, the Tenant is a non-profit entity which connects arts, culture, and community to leverage, support and strengthen the region’s economic and social vibrancy; and

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

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:

406 square feet of general office space located on the 1st floor of the Building, together with such fixtures and improvements that are affixed to and located within said space on the date of the 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 access to all public areas of the Building, as well as access to the public restrooms located throughout the Building. Tenant shall also have access to the restrooms located in the basement within the Office of Information Technology suite, and Landlord shall provide Tenant the means to access the same.

2. **Term.** This Lease shall be for a period of three (3) years commencing on June 1, 2018 and terminating on May 31, 2021 unless sooner terminated as provided herein. The Term may be renewed for one (1) additional three (3) 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 on May 15, 2018 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 June 1, 2018.

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 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 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, 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 \$1,000,000.00 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 to 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 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.
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 and any of the parking or public areas servicing the Premises or 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.
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: ArtsNow
175 S. Main St., Suite 100
Akron, OH 44308

(End of text. Execution on following page.)

"TENANT"

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

"TENANT"

ARTSNOW

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) ss:
SUMMIT COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged that he did sign the foregoing instrument on behalf of ArtsNow in his official capacity as its _____ and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ___ day of _____, 2018.

Notary Public

**“LANDLORD”
COUNTY OF SUMMIT, OHIO**

By: _____
Ilene Shapiro,
Executive

STATE OF OHIO)
) ss:
SUMMIT COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Ilene Shapiro, who acknowledged that she did sign the foregoing instrument on behalf of the County of Summit, Ohio, in her official capacity as its Executive and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this ____ day of _____, 2018.

Notary Public

APPROVED AS TO FORM:

By: _____
Deborah S. Matz, Director
Department of Law, Insurance
and Risk Management

EXHIBIT A
PREMISES AND FLOOR PLAN

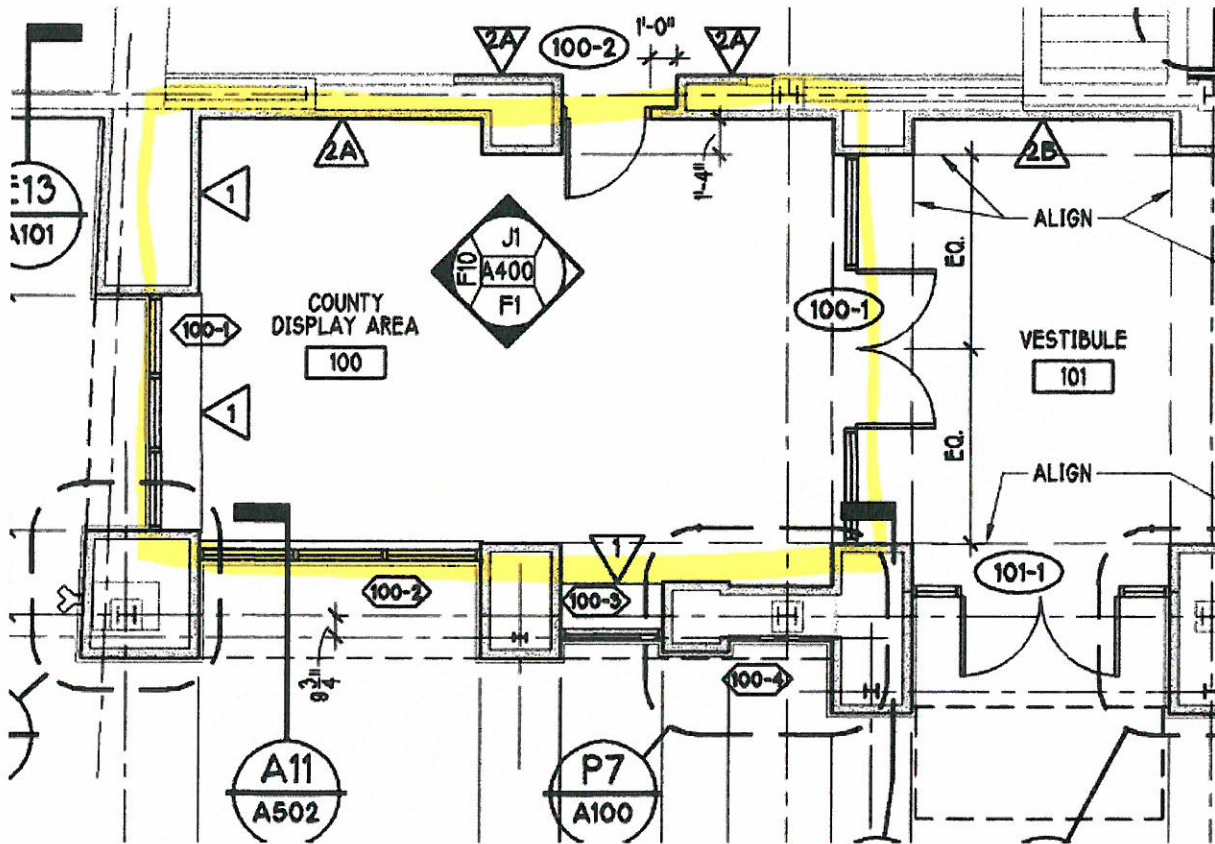


EXHIBIT B

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) day 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 – 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. Tenant shall be responsible for the cost of the VOIP phone solution and any devices necessary to connect to the wireless internet access.
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 will park elsewhere than the Summit County Parking Deck. 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 for 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. The directory signs will be labeled with “ArtsNow” 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. All other signage shall be mutually agreed upon by both parties. Tenant is hereby permitted to use the windows and doors surrounding the Premises for the display of art and other signage and displays related to its operations, provided the same comply with all applicable laws and do not contain any lewd, obscene, sexual, partisan, racist, sexist, xenophobic or homophobic messages or content.
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. Hours and Keys – The Building 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 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.