

COUNTY OF SUMMIT, OHIO, LANDLORD

AND

TORCHBEARERS, TENANT

FOR

**LEASE OF SPACE LOCATED AT
175 SOUTH 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. 2024-104, and **TORCHBEARERS** ("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 175 South Main Street, 1st floor, Akron, Ohio 44308.

WITNESSETH:

WHEREAS, the LANDLORD is the owner of certain real property located at 175 South Main Street, Akron, Ohio 44308 ("Building"); and

WHEREAS, the TENANT is an Ohio non-profit corporation, organized under Section 501(c)(3) of the Internal Revenue Code, which develops, attracts and retain young leaders in the Greater Akron area; and

WHEREAS, on September 9, 2019 LANDLORD and TENANT entered into an agreement to lease the Premises identified as Suite 102 at the address reference above for a five-year term; and

WHEREAS, LANDLORD and TENANT mutually agree to execute a new lease of the Premises according to the terms and conditions as set forth herein which includes sharing the Premises with another non-profit Artsnow.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and intending to be legally bound, the LANDLORD and TENANT agree as follows:

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 406 square feet of general office space designated as Suite 100 and approximately 1,112 square feet of general office space designated at Suite 102 on the 1st floor of the Building located at 175 South Main Street, Akron, Ohio together with such fixtures and improvements that are affixed to and located within the space on the date of commencement of this Lease.

In addition to the Premises, Tenant shall have non-exclusive access to all public areas of the Building, as well as access to the public restrooms located throughout the Building. LANDLORD shall also provide TENANT with access to the restrooms located in the basement. 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. TENANT Torchbearers will cooperate and coordinate with Artsnow on the use of the premises described above.

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 commence on _____ and continue until May 31, 2029.
3. Use. The TENANT shall use the Premises for solely as general office space 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.
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 for every full year of occupancy ("Rent"). TENANT agrees to pre-pay to the LANDLORD the Rent for the entire Term 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. Any alteration, remodeling or redecoration that would affect the Building structure, i.e. alter a load-bearing wall, or the foundation, would need to be approved by LANDLORD. If applicable, 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 provide TENANT with custodial services as it customarily provides to the rest of the Building. LANDLORD shall replace lights in fixtures affixed to the Building when needed due to normal use. TENANT shall pay all costs for any damage, beyond normal wear and tear, which was caused by TENANT or TENANT's agents or guests including but not limited to damage to the toilets, sinks, plumbing and sewer system.

7. Building 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. Parking, Copying and Print Services. 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 this deck subject to the same parking rates charged to the general public. LANDLORD operates a services division in the Building where the Premises are located which provides copying and printing services. Should TENANT utilize these services, TENANT shall be invoiced, and timely pay, for such services consistent with the pricing sheet of the services division.

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 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.

14. No Liability of Landlord. 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, assignees, sub-TENANTS, 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 to the other party.

18. Termination. In addition to any other right to terminate under this Lease, either party may terminate this Lease upon one hundred and eighty (180) days prior written notice to the other party.

19. 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 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 may sublet portions of the Premises without the prior written consent of the LANDLORD only for the same Use and in accordance with the terms of this Lease. TENANT shall not assign or sublet the entire Premises 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
bharnak@summitoh.net

TENANT: Torchbearers
Attention: Tom Dolezal
175 S. Main Street
Akron, Ohio 44308
treasurer@torchbearersakron.com

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 effective as of the date signed by the County Executive:

**TENANT:
TORCHBEARERS, an Ohio Nonprofit Corporation**

By: _____

**LANDLORD:
COUNTY OF SUMMIT, OHIO**

By: _____
for Ilene Shapiro, Executive

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 Brian Harnak, Director, Department of Law, on behalf of Ilene Shapiro, Executive, who acknowledged that he did sign the foregoing instrument by his own free act and deed on behalf of the County of Summit, Ohio being duly authorized on this ____ day of _____, 2024.

Notary Public

Approved as to form:

Attorney Colleen Sims
Department of Law and Risk Management