This lease is made by and between the Mid-Ohio Educational Service Center Governing Board (Mid-Ohio ESC) and Richland County Children's Auxiliary (RCCA), all parties being of Richland County, Ohio.

In consideration of the mutual promises made herein, and in the interest of providing access to a portion of Educational Service Center property not currently needed for educational purposes, which access will be beneficial to both the Educational Service Center and the greater community in terms of the educational and financial resources provided and the greater availability of K-12 educational opportunities in the North Central Ohio area. The parties hereby agree as follows:

1. **Description of Leased Premises**

Mid-Ohio ESC agrees to lease Rooms 505, 507, 509, 514, 900. 901 and 902 at 890 W. 4th Street, Mansfield, Ohio 44906 to The New Store.

2. **The Term**

The term of the lease shall begin ***September 1, 2021 and end August 31, 2024****,* subject to the reservation of rights set forth in paragraph 4 herein.

3. **Restrictions on Use**

The leased property shall be used solely for the purpose of operating "The New Store," which is a Richland County Children's Auxiliary program that provides clothing for students from economically disadvantaged families. Utilization shall conform to all state and local codes.

4. **Reservation of Rights**

a) Per Opinion No. 92-016 of the Office of the Attorney General of the State of Ohio, should Mid-Ohio ESC determine at any time that the leased property is needed for educational service center purposes, or that it is necessary or advisable to sell or otherwise dispose of such property, Mid-Ohio ESC may at such time terminate the lease upon sixty (60) days' written notice to the Lessee.

5. **Improvements and Modifications**

It is understood and agreed that the space being leased are being leased "as is" with one improvement or modification. Which is, an “opening” will be cut into the south wall of Room 514 connecting either Room 900 or Room 902 with Room 514. It is further understood and agreed that prior to occupancy by RCCA that all equipment required by RCCA for the operation of “The New Store" program, including but not limited to the following, shall be the sole responsibility of RCCA to acquire and install, and shall not be the responsibility of Mid-Ohio ESC:

* Furniture and fixtures
* Storage units
* Telephones or other messaging equipment
* Computers, software, and telephone wiring and/or equipment
* Special power equipment or connections

All moveable equipment brought to the premises by RCCA shall remain the property of RCCA upon conclusion of the lease. Fixtures installed by RCCA during the lease become the property of Mid-Ohio ESC upon termination of the lease, unless removal is approved by Mid-Ohio ESC in writing at such time.

RCCA shall obtain the written approval of Mid-Ohio ESC for all structures, improvements, or modifications to the leased premises. All improvements to the leased premises shall become the property of Mid-Ohio ESC upon termination; provided, however, that reasonable compensation will be paid by Mid-Ohio ESC for the cost of improvements in the event of early termination by Mid-Ohio ESC under paragraph 4 of this Agreement, prorated in accordance with the balance of the remaining lease term.

6. **Rental**

The New Store will make monthly lease payments to the Board on the following schedule:

* From September 1, 2021 – August 31, 2022 renewal term: $3,333.00/month ($39,996.00 – annual lease cost)
* From September 1, 2022 – August 31, 2023 renewal term: $3,430.00/month ($41,160.00 – annual lease cost)
* From September 1, 2023 – August 31, 2024 renewal term: $3,527.00/month ($42,324.00 – annual lease cost)

7. **Utilities, Services, and Incidental Benefits**

Mid-Ohio ESC will provide the following to RCCA at no additional cost:

* + - Utilities (electricity, natural gas, and water/sewage)'
    - Ordinary trash removal (not including biologically or chemically hazardous wastes)
    - Snow removal
    - Security monitoring system
    - Parking (front of building)

RCCA will be responsible for general cleaning of its leased space, including daily trash removal, vacuuming, dusting, carpet cleaning, etc., and for purchasing and supplying all cleaning supplies for its leased space.

8. **Taxes, Fees, and Insurance**

RCCA shall maintain liability and property/casualty insurance coverage during the term of this lease in commercially reasonable amounts. Proof of such coverage will be supplied to Mid-Ohio ESC before occupancy.

RCCA shall bear the cost of all fees, assessments, and costs associated with the operation of its programs in the lased premises, including but not limited to any licensing, inspection, or permit fees attributable to its occupancy or use of the premises, and any fees or costs associated with the disposal of hazardous, biological or chemical materials.

RCCA shall pay or reimburse Mid-Ohio ESC for any real property or other taxes incurred by Mid-Ohio ESC (if any) as a consequence of RCCA's use or occupancy of the leased property.

9. **Indemnification**

RCCA shall indemnify Mid-Ohio ESC against any and all claims or demands. Whether for injuries to person, loss of life, or damage to property, or loss of deprivation of legal rights of any kind arising out of the negligence of RCCA or any of its officers, employees, agents, or volunteers with respect to RCCA's use or occupancy of the leased premises.

10. **Signage**

RCCA shall be permitted to place appropriate and legally conforming signage on the grounds, at its own expense, subject to approval by Mid-Ohio ESC, which shall not be unreasonably withheld.

11. **Assignment or Sublease**

The leased property may not be used by, nor this lease assigned to, any other individual, corporation, form, or entity during the term of this lease without the express written consent of Mid-Ohio ESC. Nor may RCCA sublease any part of the leased premises to any third party without express written consent.

WHEREFORE, the undersigned parties and/or their representatives hereby indicate their consent to the foregoing terms by affixing their signatures below:

**THE NEW STORE MID-OHIO EDUCATIONAL SERVICE**

**CENTER GOVERNING BOARD**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The New Store – Authorized Party Board President

And by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Treasurer

Date above signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date above signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_