

**Mid-Ohio Educational Service Center
Lease Agreement with GOAL Digital Academy**

This lease is made by and between the Mid-Ohio Educational Service Center Governing Board ("Mid-Ohio ESC" or "Board") and GOAL Digital Academy (GOAL), all parties being of Richland County.

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

Suite 400A located at 890 West Fourth Street, Mansfield, Ohio 44906 is located in the east end of the Mid-Ohio ESC facility. The total square footage of Suite 400A is 9,712 square feet. In addition, this lease agreement will include 3,300 square feet of Suite 200 which is next to Suite 400A at the east end of the facility. The total leased square footage will be 13,012 square feet.

2. Term

The term of the lease shall be for a period of five years, beginning on July 1, 2023 and ending on June 30, 2028, subject to the reservation of rights set forth in paragraph 4 herein. Upon completion of this lease agreement, the lease shall automatically renew from July 1 through June 30 with the first year beginning on July 1, 2028; subject to the reservation of rights set forth in paragraph 4 herein. After the initial term of the lease, unless the Board of GOAL provides written notice on or before April 1 of each year, the lease agreement shall remain in force. The lease shall be terminated and a new lease will be created if the space occupied by GOAL within the Mid-Ohio ESC facility is increased or decreased in size; subject to the reservation of rights set forth in paragraph 4 herein.

On July 1, 2023 this lease agreement will terminate any previously executed lease agreements between GOAL and Mid-Ohio ESC

3. Restrictions on Use

The leased property shall be used solely for the purpose of operating a GOAL classroom/educational program. Use shall adhere 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 ninety (90) days written notice to the Lessee.
- b. GOAL may terminate this lease agreement on or before April 1st of each year upon written notice to the Mid-Ohio ESC Board of Governors in the event GOAL's five-year forecast, as submitted to the Ohio Department of Education, requires a corrective action plan to reduce its deficit.

5. Improvements and Modifications

It is understood and agreed that prior to occupation by GOAL that all equipment required by GOAL for the operation of a classroom/educational program, including but not limited to the following, shall be the sole responsibility of GOAL to acquire and install, and shall not be the responsibility of the Board:

- Furniture and fixtures
- Lab equipment
- Chalkboards, easels, and audiovisual equipment
- 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 GOAL shall remain the property of GOAL upon conclusion of the lease. Permanent fixtures installed by GOAL during the lease become the property of the Board upon termination of the lease, unless removal is approved by the Board in writing at such time.

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

6. Rental

GOAL will make monthly lease payments to the Board on the following schedule:

- From July 1, 2023 – June 30, 2024 renewal term: \$ 9,760.00/month
- From July 1, 2024 – June 30, 2025 renewal term: \$10,050.00/month
- From July 1, 2025 – June 30, 2026 renewal term: \$10,350.00/month
- From July 1, 2026 – June 30, 2027 renewal term: \$10,660.00/month
- From July 1, 2027 – June 30, 2028 renewal term: \$10,980.00/month

7. Utilities, Services, and Incidental Benefits

The Board will provide the following to GOAL 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)

Mid-Ohio ESC will be responsible for general cleaning of its leased space, including restroom cleaning, daily trash removal, daily vacuuming, semi-weekly dusting and mopping, weekly window washing and for purchasing and supplying all cleaning and

restroom supplies for its leased space at a monthly cost of \$1,430.

8. Taxes, Fees, and Insurance

GOAL 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 the Board upon request.

GOAL shall bear the cost of all fees, assessments, and costs associated with the operation of its programs in the leased 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.

GOAL shall pay or reimburse the Board for any real property or other taxes incurred by the Board (if any) as a consequence of GOAL's use or occupancy of the leased property.

9. Indemnification

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

10. Signage

GOAL shall be permitted to place appropriate and legally conforming signage on the grounds and/or building exterior, at its own expense, subject to approval by the Board, 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, firm, or entity during the term of this lease without the express written consent of the Board. Nor may GOAL 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:

GOAL DIGITAL ACADEMY

By *Debbie Curtis, Acting President*
Board President

And by _____
Treasurer

Date above signed 6/1/23

MID-OHIO ESC

By _____
Board President

And by _____
Treasurer

Date above signed _____

EXHIBIT A

