

Mid-Ohio Educational Service Center Lease Agreement with The LEAP Program (LEAP)

This lease is made by and between the Mid-Ohio Educational Service Center Governing Board ("Mid-Ohio ESC" or "Board" or "Lessor"), whose mailing address is 890 West Fourth Street, Suite 100, Mansfield, Ohio 44906, and the LEAP Program ("LEAP" or "Lessee"), whose address is 168^{2nd} Street, NW, Barberton, Ohio 44203. 166 GL

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 Mid-Ohio's educational purposes, which access will be beneficial to both the Educational Service Center and the greater community in terms of the educational resources 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

A portion of the Mid-Ohio ESC facility located at 890 West Fourth Street in Mansfield, Ohio, located in the Southwest section of such building and consisting of approximately 6,800 square feet, as delineated in the drawing attached hereto as **Exhibit A**.

2. Term

The term of the lease shall begin July 1, 2024 and end June 30, 2027, subject to the reservation of rights set forth in paragraph 4 herein.

3. Restrictions on Use

The leased property shall be used by LEAP as offices, classrooms, and such other related uses as may be necessary for the operation the LEAP Program, and for no other purposes. Utilization shall conform to all state and local codes and may not under any circumstances be used for the sale or consumption of alcoholic beverages or for gambling. The student conduct rules and regulations applied by LEAP on the leased premises must be in reasonable conformity with those adopted by the Board for its own students. Board employees and agents will be allowed reasonable access to the leased premises for purposes of cleaning, maintenance, repairs, security-related actions, desired facility improvements, and other activities consistent with ownership of the building and grounds.

LEAP shall not perform or permit any act that may permit the cancellation of any insurance covering the Board's property, or any part thereof, or may cause an increase in the premium rates for such insurance. If LEAP performs or commits any such act, the effect of which is to raise the premium rates for such insurance, LEAP shall pay to the Board the amount of the additional premium as additional rent.

4. **Reservation of Rights**

Should the Board determine at any time that it is necessary or advisable to sell or otherwise dispose of the leased property; the Board may at such time terminate the lease upon one-hundred eighty (180) days' written notice to LEAP.

Should LEAP determine that, due to declining enrollment or other factors mutually agreed to between LEAP and the Board, continued occupation of the leased premises is not practical or desirable, LEAP may terminate the lease, effective at the end of the lease year (June 30th), upon written notification to the Board to be received no later than March 1st of the current lease year. Agreement by the Board shall not be unreasonably withheld.

5. **Improvements and Modifications**

All equipment required by LEAP for the operation of its program(s), including but not limited to the following, shall be the sole responsibility of LEAP to acquire and install, and shall not be the responsibility of the Board:

- furniture and fixtures
- lab equipment
- chalkboards, easels, and audiovisual equipment
- refrigeration units
- storage equipment
- telephones or other messaging equipment
- computers, software, and networking equipment
- special power equipment or connections

All moveable equipment brought to the premises by LEAP shall remain the property of LEAP upon conclusion of the lease. Fixtures installed by LEAP during the lease term shall become the property of the Board upon termination of the lease, unless removal is approved by the Board in writing at such time.

LEAP shall obtain the written approval of the Board for all structures, improvements, or modifications to the leased premises. All improvements to the leased premises shall remain the property of the Board upon termination.

6. **Rental**

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

- From July 1, 2024 – June 30, 2025 renewal term: \$5,460.00/month
- From July 1, 2025 – June 30, 2026 renewal term: \$5,625.00/month
- From July 1, 2026 – June 30, 2027 renewal term: \$5,795.00/month

7. Utilities, Services, and Incidental Benefits

The Board will provide the following services to LEAP at the cost of \$1,350.00 per month:

- utilities (electricity, natural gas, and water/sewage)
- ordinary trash removal (not including biologically or chemically hazardous wastes) – during the school year
- carpet deep cleaning (annually)
- tile/grout cleaning for both restrooms (once a year)
- clean windows (semi-annually)
- snow removal of the parking lot
- electronic security monitoring system
- parking (front of building)
- clean/disinfect both restrooms – during the school year
- vacuum classrooms, commons area and offices – during the school year
- dust, wipe down table, chairs and counters – during the school year
- clean, disinfect and polish water fountain(s) – during the school year

8. Taxes, Fees, and Insurance

LEAP shall maintain liability insurance coverage during the term of this lease in an amount not less than \$1 million per occurrence and \$3 million in the aggregate. Proof of such coverage will be supplied to the Board upon request. The Board shall maintain property/casualty coverage on the premises themselves, in commercially reasonable amounts, but shall not be responsible for insuring or reimbursing for any loss to equipment, furniture, supplies, or other personal property of LEAP located on the premises.

LEAP shall bear the cost of all fees, assessments, and cost 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 abnormal materials/trash.

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

9. Indemnification

LEAP 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 LEAP or any of its officers, employees, agents, or volunteers with respect to LEAP's use or occupancy of the leased premises.

10. **Signage**

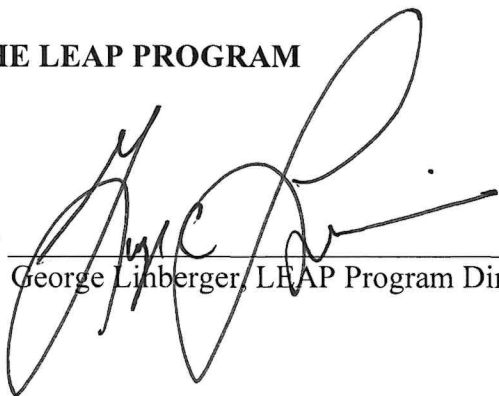
LEAP shall be permitted to place appropriate and legally conforming signage on the grounds and/or building exterior, at its own expense, subject to approval by the Board, which approval shall not be unreasonably withheld.

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 LEAP sublease any part of the leased premises to any third party without such 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 LEAP PROGRAM

By 
George Linberger, LEAP Program Director

**MID-OHIO EDUCATIONAL SERVICE
CENTER GOVERNING BOARD**

By _____
Board President

And by _____
Treasurer

Date above signed 04/9/2024

Date above signed _____