

## **Mid-Ohio Educational Service Center Lease Agreement with Lexington Local School District (LLSD)**

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 Lexington Local School District ("LLSD" or "Lessee"), whose address is 103 Clever Lane, Lexington, Ohio 44904.

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, consisting of approximately 6,690 square feet, as delineated in the drawing attached hereto as **Exhibit A**.

**2. Term**

The term of the lease shall be for a period of three years, beginning on July 1, 2023 and ending on June 30, 2026, subject to the reservation of rights set forth in paragraph 4 herein. Upon completion of this lease agreement, the lease shall automatically be renewed from July 1 through June 30 with the first year beginning on July 1, 2026; subject to the reservation of rights set forth in paragraph 4 herein. After the initial term of the lease, unless the Board of LLSD 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 LLSD within the Mid-Ohio ESC facility is increased or decreased in size; 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 an LLSD preschool/educational program. Use shall adhere to all state and local codes.

**4. Reservation of Rights**

Should the Board determine at any time 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 LLSD.

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

**5. Improvements and Modifications**

All equipment required by LLSD for the operation of its program(s), including but not limited to the following, shall be the sole responsibility of LLSD 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 LLSD shall remain the property of LLSD upon conclusion of the lease. Fixtures installed by LLSD 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 a time.

LLSD 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**

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

- From July 1, 2023 – June 30, 2024 renewal term: \$5,015.00/month
- From July 1, 2024 – June 30, 2025 renewal term: \$5,165.00/month
- From July 1, 2025 – June 30, 2026 renewal term: \$5,320.00/month

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

The Board will provide the following services to LLSD at the cost of \$1,250.00 per month:

- Ordinary trash removal (not including biologically or chemically hazardous wastes)
- Snow removal of the parking lot
- Clean restrooms
- Vacuum/mop classrooms, commons area, and offices when necessary
- Dust, wipe down table, chairs and counters – during the school year
- Clean, disinfect and polish water fountain(s)

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

LLSD 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 LLSD located on the premises.

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

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

LLSD 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.

The leased property may not be used by, nor is 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 LLSD sublease any part of the leased premises to any third party without such express written consent.

