

LEASE AGREEMENT

This lease is made by and between the Cardington-Lincoln Local Schools Board of Education ("Board") of Morrow County and Mid-Ohio Educational Service Center ("MOESC") of Richland County.

In consideration of the mutual promises made herein, and in the interest of providing access to a portion of Cardington-Lincoln Local Schools Board of Education property not currently needed for educational purposes, which access will be beneficial to both the Board and MOESC in terms of the educational and financial resources provided and the greater availability of educational programs in the community, the parties hereby agree as follows:

1. Description of Leased Premises:

A portion of the Board facility located at 3700 County Road 168, Cardington, Ohio, located at the Miller Family Center Building, formerly known as the Cardington-Lincoln Intermediate School.

2. Term

The term of the lease shall be for a period of one (1) year, beginning on July 1, 2026, and ending on June 30, 2027, subject to the reservation of rights set forth in paragraph 4 herein.

3. Restrictions on Use

The Leased Premises shall be used solely for the purpose of operating a credentialing program for school age students. Utilization shall conform to all State of Ohio and local codes and may not under any circumstances be used for the sale, use, or consumption of alcoholic beverages. Tenant shall not use, occupy, or permit the Leased Premises to be used or occupied for any unlawful business, use, or purpose, nor for any business, use, or purpose which is noxious, hazardous, or annoying, nor for any business, use, or purpose which violates any present or future federal, state, or local environmental law or regulation or other governmental laws or regulations.

4. Reservation of Rights

The Board may terminate this lease upon providing ninety (90) days written notice to MOESC if the Board determines that it needs to use the Leased Premises for educational or other Board purposes, or if it would be necessary or advisable to sell or otherwise dispose of property. MOESC may also terminate this lease agreement upon ninety (90) days written notice.

5. Improvements and Modifications

All equipment required by MOESC for the operation of a classroom, including but not limited to the following, shall be the sole responsibility of MOESC to acquire and install, and shall not be the responsibility of the Board:

- Additional Furniture and fixtures
- Additional Chalkboards, easels, and audiovisual equipment
- Storage equipment
- Telephones or other messaging equipment
- Computers, software, and networking equipment
- Special power equipment or connections

All movable equipment brought to the premises by MOESC shall remain the property of MOESC upon conclusion of the lease. Fixtures installed by MOESC during the lease term shall become the property of the Board upon termination of the lease, unless the Board in writing at such time approves removal. No such fixtures may be installed without the prior written consent of the Board, which shall not be unreasonably withheld.

MOESC shall obtain the prior written approval of the Board for all structures, improvements, or modifications to the Leased Premises. All improvements to the Leased Premises shall become the property of the Board upon termination.

Throughout the term of this lease, Tenant, at its sole expense, shall keep and maintain the Leased Premises and all improvements located thereon in good repair and condition and shall make all repairs, replacements, and renewals, necessary to put or maintain the Leased Premises and such improvements in that state of repair and condition as the Leased Premises existed at the time of the inception of the lease, less normal wear and tear.

If (i) because of any act or omission of MOESC or anyone claiming by, through or under the Board; (ii) by reason of or arising out of the use or occupancy of the Leased Premises by MOESC; or (iii) by reason of any alteration, repair or improvement of any part of the Leased Premises by MOESC, any mechanics' or other lien, encumbrance, judgment lien or order for the payment of money or the performance of any act or thing, shall be filed against the Leased Premises or against MOESC (whether or not such lien or order is valid or enforceable as such), MOESC shall, at MOESC's own cost and expense, cause the same to be canceled and discharged of record within thirty (30) days after the date of filing thereof, and MOESC shall also indemnify and save harmless the Board from and against any and all costs, expenses, claims, losses or damages including reasonable counsel fees charged by counsel of Lessor's choice, resulting there from or by reason thereof.

6. Rental

- a. Art Room = 1126 sq. ft.
- b. 1 Standard Classroom = 826 sq. ft.

7. Utilities, Services, and Incidental Benefits

The Board will provide the following services, at the Board's expense, for MOESC as part of the rental agreement:

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

8. Taxes, Fees, and Insurance

MOESC 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. The Board shall be named as an additional insured on any such policy.

MOESC 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 biological or chemical materials.

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

9. Indemnification

MOESC 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 of deprivation of legal rights of any kind arising out of the acts or omissions of MOESC or any of its officers, employees, agents, or volunteers arising out of, related to, or due to, MOESC's use or occupancy of the Leased Premises.

10. Signage

MOESC shall not be permitted to place any permanent signage on the grounds and/or building exterior. Upon approval of the Board, MOESC shall be permitted to

place appropriate temporary signage on the grounds and outside the classroom(s), identifying the location of the education program.

11. Assignments or Sublease

The Leased Premises may not be used by, nor may this lease be assigned to, any other individual, corporation, firm, or entity. MOESC may not sublease any part of the Leased Premises.

12. Waiver.

No waiver of any covenant, agreement, stipulation, or condition of this lease shall be construed to be a waiver of any succeeding breach of the same covenant, agreement, stipulation, or condition, or of a breach of any other covenant, agreement, stipulation, or condition. The payment by Tenant, or the receipt by Landlord, of rent with knowledge of the breach by the other party of any covenant hereof shall not be deemed a waiver of such breach.

13. Holdover.

Should the Tenant hold over and remain in possession of the Leased Premises after the expiration of this lease without the Landlord's consent, it shall not be deemed or construed to be a renewal or extension of this lease but shall only operate to create a month-to-month tenancy which may be terminated by the Landlord at the end of any month upon thirty (30) days' prior written notice to the Tenant.

14. Notice.

All notices required or permitted under this lease shall be in writing and shall be deemed to have been given and served when delivered in person or mailed, by certified mail, return receipt requested, postage prepaid, to the following addresses, or at such other addresses as the parties may from time to time designate in writing by notice similarly given:

Cardington Lincoln Local Schools
Attn: Treasurer
121 Nichols Street
Cardington, Ohio 43315

Mid-Ohio Educational Service Center
Attn: Treasurer
890 West Fourth Street
Mansfield, Ohio 44903

15. Binding Effect.

This lease constitutes the complete agreement between the parties, supersedes all previous understandings or agreements, and shall be binding upon and shall inure to the benefit of the respective parties hereto, their heirs, personal representatives, successors, and assigns.

16. Applicable Law.

The laws of the State of Ohio shall govern the validity, performance, and enforcement of this lease.

17. Amendments.

This Lease may be amended only by an instrument executed and delivered by each party hereto.

18. Partial Invalidity.

If any provision of this Lease, or its application to any person or circumstance, is held to be void, voidable or invalid to any extent, then the remainder of this Lease, or the application of that provision to persons or circumstances other than those as to which it is held void, voidable or invalid, shall not be affected, and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

19. Authority.

The Parties represent and warrant that the individuals who have signed this Lease on their behalf have full power and authority to sign for and bind the entities that they represent.

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

MID-OHIO EDUCATIONAL
SERVICE CENTER

CARDINGTON-LINCOLN
LOCAL SCHOOL DISTRICT

By _____

By _____
Treasurer

And by _____

And by _____
Superintendent

Date above signed:

Date above signed: