

**Mid-Ohio Educational Service Center
Lease Agreement with Aspire**

This lease is made by and between the Mid-Ohio Educational Service Center Governing Board ("Mid-Ohio ESC" or "Board") and Aspire, all parties 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 educational opportunities in the north central Ohio area, the parties hereby agree as follows:

1. Description of Leased Premises

Two office spaces and a classroom space located at 890 West Fourth Street, Mansfield, Ohio 44906. The total square footage is 771 square feet.

2. Term

The term of the lease shall be for a period of one year, beginning on July 1, 2026 and ending on June 30, 2027, 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, 2026; subject to the reservation of rights set forth in paragraph 4 herein. After the initial term of the lease, unless Aspire 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 Aspire 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 classroom/adult educational programming. 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.

5. Improvements and Modifications

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

to acquire and install, and shall not be the responsibility of the Mid-Ohio 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

Aspire may request the use of Mid-Ohio ESC's furniture, fixtures, and other equipment during the duration of the lease. Mid-Ohio ESC may accommodate written requests based on the availability of requested items. All borrowed furniture, fixtures, and equipment remains the property of Mid-Ohio ESC.

All moveable equipment brought to the premises by Aspire shall remain the property of Aspire upon conclusion of the lease. Permanent fixtures installed by Aspire 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.

Aspire 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

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

- From July 1, 2026 – June 30, 2027 renewal term: **\$542.84/month**
(rates for following years will be calculated and communicated to Aspire on or before the July 1st)

7. Utilities, Services, and Incidental Benefits

The Board will provide the following to Aspire 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 **\$132.40**. (rates for following years will be calculated and communicated to Aspire on or before the July 1st)

8. Printing and Copier Access

Aspire may have access to printing/copier use. Use of machines and materials will be tracked through printing codes and invoiced to Aspire. Fees will be assessed based on usage and invoiced in December and June.

9. Taxes, Fees, and Insurance

Aspire 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.

Aspire 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.

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

10. Indemnification

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

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 ASPIRE 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:

Aspire

MID-OHIO ESC

By _____
Administrator

By _____
Board President

And by _____
Treasurer

Date above signed _____

Date above signed _____