

LEASE AGREEMENT

This Lease Agreement is made and entered into this _____ day of _____, 2016, by and between the **Board of Education of the Beaver Local School District**, 46088 Bell School Rd., East Liverpool, OH 43920 (hereinafter referred to as "Lessor") and the **Middle Beaver Girls Softball Association**, 49871 South Park Circle, East Liverpool, OH 43920 hereinafter referred to as "Lessee").

1. Description - In consideration of the rents, terms, provisions and covenants of this Lease Agreement, Lessor hereby leases, lets and demises to Lessee the following described Premises (hereinafter referred to as "the Premises"): certain real estate located at 13360 West Point Rd., Lisbon, Oh 44432 and more specifically identified as Columbiana County Auditor Permanent Parcel Number 40-50020.000, as depicted in the attached Exhibit A, including access to any common areas, restrooms, and parking spaces as designated and approved by Lessor.

2. Term - Lessee shall have and hold the demised Premises, together with rights, privileges and appurtenances to the same belonging, to have and to hold for a term of 25 years, commencing on _____, 2016 and ending at 12:00 p.m. noon on _____, 2041, or such earlier date as hereinafter provided (the "Term"), except that, if any such date falls on a Sunday or a holiday, then this lease shall end at noon on the business day next following the aforementioned date.

Notwithstanding the foregoing, either party may terminate this Lease effective as of January 1st of each year by providing written notice to the other party at least ninety (90) days in advance.

3. Lessee Responsibilities – Lessee shall be responsible for all maintenance services to the Premises, including, but not limited to: (a) landscape maintenance, including regular mowing of grass, trimming, weed removal, and general landscaping of grounds; (b) clearing sidewalks and parking lots from ice, snow, and other debris; (c) parking lot maintenance; (d) maintenance and janitorial services for all common areas, restrooms, and other improvements and/or structures on the Premises or to be constructed on the Premises.

4. Rent - Lessee shall pay to Lessor annual rent in the amount of \$1.00, payable in advance on or before January 1st of each year.

Lessee shall also be responsible for the timely payment of any and all real property taxes, fees, assessments, levies, and other governmental charges of any kind or nature levied, assessed or payable against the Premises if applicable.

5. Security Deposit - Lessee shall provide no deposit or other payment for security under the terms of this Lease.

6. Occupancy - Lessor shall give possession of the Premises to Lessee upon the term commencement date as provided in Section 2 of this Agreement.

7. Usage - Lessee shall occupy the Premises solely for softball purposes and shall conduct its business and control its agents, employees, invitees and visitors in such a way as is lawful, reputable and will not create any nuisance or interfere with, annoy or disturb neighboring property owners or the Lessor.

8. Indemnity and Insurance - Lessor shall not be liable to Lessee's employees, agents, invitees, licensees or visitors, or to any other person, for any injury to person or damage to property on or about the Premises caused by the negligence or misconduct of the Lessee, its agents, servants or employees, or of any other person entering upon the Premises under express or implied invitation by Lessee or caused by the buildings and improvements located on the leased Premises becoming out of repair, or caused by leakage of gas, oil, water or steam or by electricity emanating from the Premises, or due to any other cause. Lessee agrees to indemnify and hold harmless Lessor of and from any loss, attorney fees, expenses or claims arising out of any such damage or injury.

Lessee shall, at its sole cost and expense, carry public liability and property damage insurance with combined single limits of not less than One Million Dollars (\$1,000,000) bodily injury and property damage coverage. Said policy shall insure against all accidents and injuries to persons or property on the Premises. Lessor shall be named as an additional insured on said policies (without charge) and a copy shall be provided to Lessor.

It is acknowledged and agreed by Lessee that the risk of loss for all contents and property belonging to Lessee shall be borne by Lessee and Lessee shall purchase, maintain and pay for all property insurance coverage required and/or desired by Lessee. Lessee further expressly waives any and all claims against Lessor for loss or damage due to fire, explosion, tornadoes, windstorm or rainstorm, or other casualty, calamity or act

of God. Each party hereto waives, on behalf of itself and all others claiming by, through or under such party, including without limitation insurers, all claims, liabilities, causes of action or complaints against the other party relating to any damage to property which damage could have been covered under a "Special Risk" insurance policy.

9. Maintenance - Lessee shall maintain in good order and condition the leased Premises. At the termination of this Lease, Lessee shall deliver the Premises in as good condition as they were at the beginning of the term, reasonable wear, damage by the elements, casualty or other cause not due to misuse or neglect of Lessee or Lessee's agents, servants, visitors or licensees, excepted. All property of the Lessee remaining on the Premises after the last day of the term of this Lease or any extension thereof shall be conclusively deemed abandoned and may be removed by Lessor and Lessee shall reimburse Lessor the cost of such removal. Lessor may have any such property stored at Lessee's risk and expense.

10. Alterations and Improvements - Lessee shall not cause any structures to be erected or altered on the Premises, without the express written consent of Lessor.

11. Assignment or Sublease - Lessee shall not transfer or assign, in whole or part, its rights and obligations in the property that is the subject to this Lease, without the express written consent of the Lessor, which shall not be unreasonably withheld.

12. Default - In the event that Lessee shall fail to make any payment of rent hereunder, shall fail to maintain the Premises as herein contemplated, shall fail to provide the insurance coverage necessary, or shall fail to comply with this Lease, Lessor shall so notify the Lessee in writing of such default providing to Lessee a period of ten (10) days to cure such default.

In the event that Lessee fails to cure such default to the satisfaction of Lessor within said time period, this Lease shall be deemed in default and shall be considered set aside, null and void, and all rights of Lessee thereto shall be deemed terminated without further action of Lessor.

Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Failure by Lessor to

enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions or covenants contained in this Lease.

13. Eminent Domain - If any part of the Premises materially affecting Lessee's use of the Premises be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of said termination date and any rent paid for any period beyond said date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

14. Failure to Complain - Failure of either party to complain of any act or commission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provisions of this Lease shall be deemed a waiver of a breach of any other provisions of this Lease or a consent to any subsequent breach of the same or any other provision.

15. Right to Cure Lessee's Breach - If Lessee breaches any covenant or condition of this Lease, Lessor may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure such breach at the expense of Lessee and the reasonable amount of all expenses, including attorney's fees, incurred by Lessor in so doing (whether paid by Lessor or not) shall be deemed additional rent payable on demand.

16. Liens - Lessee shall not permit any mechanic's or materialmen's liens to be filed against the fee of the demised Premises or the building or against the Lessee's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the Premises through or under the Lessee, whether prior or subsequent to the commencement of the term hereof. If any such mechanic's or materialmen's lien shall at any time be filed against the demised Premises or the building and Lessee shall fail to remove same within ten (10) days thereafter, it shall constitute a material breach of this Lease.

17. Time is of the Essence - Time is of the essence with respect to the performance of each of the covenants and agreements of this Lease.

18. Miscellaneous - The use of the neutral singular pronoun to refer to Lessor or Lessee shall be deemed a proper reference even though Lessor or Lessee may be an individual, a partnership, a corporation, a trust or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense when there is more than one Lessee and to either corporations, trusts, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the Lessor and Lessee have caused duplicate counterparts hereof to be duly executed and delivered on or as of the day and year first above written.

LESSOR

**BOARD OF EDUCATION OF THE
BEAVER LOCAL SCHOOL DISTRICT**

By _____
President

Dated: _____

By _____
Superintendent

Dated: _____

LESSEE

**MIDDLE BEAVER GIRLS SOFTBALL
ASSOCIATION**

By _____
President

Dated: _____

By _____
Other Officer

Dated: _____

Exhibit A –Depiction of Premises