



Bowling Green City Schools

PERFORMING ARTS CENTER LEASE AGREEMENT

LEASE AGREEMENT made this 08/06/2021 between Bowling Green City Schools, with an address at 137 Clough Street, Bowling Green, Ohio 43402 (hereinafter referred to as "Landlord") and Step By Step Dance Studio (hereinafter referred to as "Tenant") with an address at 8115 Monclova Rd, Monclova, OH 43542.

IT IS THEREFORE AGREED:

1. PREMISES: The Landlord shall lease to the Tenant the premises located at:
Performing Arts Center, 540 West Poe Road, Bowling Green, Ohio 43402.

2. LEASE TERM: The term of this lease shall be for a period of ___ Hours, commencing on __/__/__ from _____ till _____, and on __/__/__ from _____ till _____. The lease term can be extended only by mutual agreement of the parties hereto.

3. RENTAL AMOUNT: The Tenant shall pay to the Landlord the sum of <\$total > to lease the property for the <event> event per the attached facility use rate schedule. A rental deposit of 10% <\$deposit amount> is due upon contract approval, and the remaining balance <\$remaining> shall be paid within 10 days of the event. Overage time will be billed at one hundred fifty dollars (\$150.00) an hour. Any amounts for overage time will be due within Fifteen (15) days of notice thereof.

4. OPTION TO REVOKE: The Landlord shall have an option to revoke this lease if there is a failure of payment in full during the rental period.

5. OPTION TO CANCEL EVENTS: The Landlord reserves the right to cancel an event due to school related activities, weather conditions or other external conditions at any time; orally or in writing. The Tenant will be exempt from the events rental amount if this occurs.

6. USE OF PREMISES: Tenant shall use and occupy the Premises solely for uses that are consistent with applicable zoning ordinances and all other applicable laws. Tenant shall not use or allow the Premises to be used for any unlawful purpose, and Tenant shall be responsible for ensuring that the Premises, the condition and use thereof, and the business and activities conducted thereon comply with all laws, ordinances, rules, and regulations of all federal, state, and local governmental authorities and agencies having jurisdiction thereover. Without limiting the generality of the foregoing, Tenant agrees to comply with any requests of Landlord regarding use of the Premises that are necessary to avoid the result of Landlord being in violation of any applicable law. Further, Tenant shall not engage in any activity that would nullify or cause an increase in Landlord's insurance for the Premises. In addition, it is specifically understood and agreed to by Tenant that no one who occupies the Premises during Tenant's Term, nor any guests or invitees of Tenant, will be permitted to consume alcohol and/or smoke or use tobacco products in or around the Premises.

7. REPAIRS AND MAINTENANCE: Throughout the Lease Term, Tenant shall maintain the Premises in good condition, consistent with the condition of the Premises as of the date of this Lease. Further, Tenant shall take such steps as are necessary to avoid waste occurring to the Premises and to keep the Premises in compliance with all safety and building codes. Tenant also shall maintain the Premises in clean and neat condition and leave them in a condition substantially similar to the condition they were in when Tenant took possession. Tenant also is responsible for any damage to the Premises during the Lease Term. Tenant will supervise and enforce that no food, fluids, glitter or other substances that may mark the facility will be permitted into the auditorium.

8. ALTERATIONS: Due to Tenant's limited use of the Premises, Tenant shall not be permitted to make any permanent or affixed additions or improvements to the Premises, or any alterations to the existing

improvements, or any alterations affecting the structural components or mechanical systems of the Premises. In no event shall Tenant have the right to create or permit there to be established any lien or encumbrance of any nature on the Premises. All of Tenant's property shall be removed at the end of the Lease Term.

9. ACCESS TO PROPERTY: Landlord shall be entitled to enter upon the Premises for purposes of inspecting the same, fulfilling any obligations of Landlord hereunder, preventing waste or loss, enforcing any of Landlord's rights hereunder, or in the case of an emergency.

10. ASSIGNMENT AND SUBLETTING: Tenant shall not assign Tenant's interest in this Lease or sublet all or any part of the Premises. Any attempt by Tenant to assign this Lease or sublease the Premises in violation of this Section shall be null and void. Any license or other permission to occupy any part of the Premises shall be deemed a sublease for purposes of this Section.

11. NO VIOLATION OR BREACH: The Landlord and the Tenant warrant and represent each to the other that the performance of this agreement does not violate any laws, statutes, local ordinances, state or federal regulations, regarding controlled substances, or otherwise, or any court order or administrative order or ruling, nor is such performance in violation of any loan document's conditions or restrictions in effect for financing, whether secured or unsecured.

12. BENEFIT: This agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives and successors.

13. DEFAULT: If Tenant shall fail to timely make any payments when due under this Lease, or fail to perform or observe any of its other, non-monetary covenants or obligations under this Lease, Tenant shall be deemed in default of this Lease, and Landlord may pursue such remedies for Tenant's default as are then available under applicable law, including curing the default for and on behalf of Tenant and receiving prompt reimbursement from Tenant therefor, along with pursuing any damages sustained by Landlord in connection with the default. Nothing contained herein shall limit the rights or remedies of Landlord against Tenant for a default by Tenant hereunder, and the exercise by Landlord of one remedy shall not preclude Landlord from other remedies against Tenant.

14. LIMITATION ON LIABILITY, INDEMNIFICATION: Nothing contained in this Lease is intended to limit or nullify immunities or other limitations on the liability of Landlord that are applicable under law to Landlord. Further, in the event of any breach of this Lease by Landlord, Landlord's liability under this Lease shall in all events be limited to its interest in the Premises, and Landlord shall not otherwise have any personal liability in connection with this Lease. Further, Landlord shall not be liable for any injury, loss or damage to Tenant, its employees, agents, invitees or guests, or any other person appearing upon the Premises during the Lease Term, and Tenant agrees to save and hold Landlord harmless therefrom.

15. NOTICES: Any notice required or desired to be given under this agreement shall be deemed given by verbal notice (in person or by phone), or in writing by either party.

16. CAPTIONS: Captions are used in this agreement for convenience only and are not intended to be used in the construction or in the interpretation of this agreement.

17. INVALID PROVISION: In the event any provision of this agreement is held to be void, invalid or unenforceable in any respect, then the same shall not affect the remaining provisions hereof, which shall continue in full force and effect.

18. ENTIRE AGREEMENT: This document contains the entire understanding of the parties. It may not be changed orally. This agreement may be amended or modified only in writing that has been executed by both parties hereto.

19. INTERPRETATION: This lease agreement shall be interpreted under the laws of the State of Ohio.

Tenant

Date

Tenant Mobile Phone

Tenant Email Address

Event Manager, Bowling Green City Schools

Date

Superintendent, Bowling Green City Schools

Date