

LEASE AGREEMENT

This lease agreement is made and entered into on _____, 2015, by and between the Russell Township Board of Trustees (hereinafter referred to as the "Board" and/or the Lessor) and _____ hereinafter referred to as the Lessee) addressing the topic of vehicle cold storage.

WHEREAS, the Board is the owner in fee simple of a certain parcel of land located at 8501 Kinsman Road, Russell Township, Geauga County, Ohio, the location and description of which is more particularly set forth in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, said parcel is not presently needed by the Board for any public purpose; and

WHEREAS, the Lessee desires to lease said parcel under the terms and conditions hereinafter set forth; and

WHEREAS, the Board does not deem such contemplated use to be inconsistent with any future need of such land for public use by the Board and has the legal authority pursuant to Ohio Revised Code 505.11 to enter into a lease agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for additional valuable consideration, the parties hereto agree as follows:

- I. PREMISES: The Board as Lessor, agrees to lease the portion of the space within the structure located at 8501 Kinsman Road, Russell, Ohio, the description of which is more particularly described in Exhibit "A" attached hereto and made a part hereof.
- II. TERM: The term of this lease shall begin upon the date of execution by the parties and shall continue through March 31, 2016 so long as during such term the described premises are used for purposes described herein and for no other purpose. The Lessor reserves the power to revoke the terms of this agreement should the public interest so require.
- III. RENT: The Lessee hereby agrees to pay the Lessor as rent for said premises during said term, the sum of _____ dollars per month to be paid in advance upon the execution by the parties. Said rent payment shall be in cash or check. Checks shall be made out to Russell Township. Payment shall be delivered to the Township Fiscal Officer.
- IV. USE OF PREMISES: The described premises shall be used by the Lessee who shall use the premises as cold garage storage for vehicle(s) identified in Exhibit "C" in accordance with all federal, state, local laws, regulations and directives, whether now in existence or hereafter enacted, and in accordance with all rules and regulations which Lessor may from time to time establish. Lessee's vehicle identification and contact information are more particularly described in Exhibit "C" attached hereto and made a part hereof. Lessor's rules and regulations now in existence are more particularly described in Exhibit "B" attached hereto and made a part hereof.
- V. INSURANCE: Lessee shall at its own expense at all times during the performance hereunder, maintain property insurance ("garage insurance") in an amount not less than five hundred

thousand dollars (\$500,000). Said insurance shall be written by an insurance company licensed to carry on business and write policies of casualty in the United States. The Lessee shall submit proof of the required insurance with the Township as a condition precedent to the execution of the contract.

- VI. INDEMNITY: Lessee shall implement appropriate safeguards to prevent accidents or injuries to persons or properties to the fullest extent that is permitted by law. Lessee agrees to indemnify, defend and hold harmless Russell Township, its officials, agents, employees, volunteers, and all others connected with Russell Township, from any and all actions, claims, demands, suits, liabilities (statutory and workmen’s compensation law), losses, damages, or expenses including attorney’s fees, as well as all costs from death of, injury to, theft of, or damage to properties or persons, including third parties; growing out of, directly or indirectly caused by any service, operation, or associated incidents from the actions or omissions undertaken by Lessee or any of its agents, employees, or subcontractors.
- VII. SUBLEASE: There shall be no assignment, sublease or other transfer of the rights and interests created herein in the Lessee without the express prior written consent of the Lessor.
- VIII. ACCESS BY LESSOR: Lessor may have free access to the property at all reasonable times for the purpose of examining the same or to make any alterations or repairs to the property or any improvement that Lessor may deem necessary for its safety or preservation.
- IX. DEFAULT BY LESSEE: If Lessee defaults in payment of said rent or any part thereof or in fulfillment of any of the covenants or agreements herein specified to be fulfilled by the Lessee, or if any waste be committed or unnecessary damage done upon or to said premises, the Lessor may, at Lessor’s election at any time while such default continues or before the replacement or repair of such waste or damage, without notice declare the said term ended.
- X. ABANDONMENT: If Lessee leaves property on the premises for 10 days past the expiration of this agreement the property shall be considered abandoned. If Lessor is unable to contact Lessee by phone or in writing upon expiration of this agreement the Lessor shall post a notice of abandonment on property declaring it abandoned if the Lessor is not contacted by Lessee within 7 days. The Lessor shall store abandoned property for 30 days with all costs and expenses to be paid by the Lessee. After 30 days property may be removed from storage and disposed of with all profits from disposal going to the Russell Township General Fund.
- XI. CHOICE OF VENUE: Lessor hereby agrees that any and all litigation undertaken or arising under this contract shall be presented in a Court of Competent Jurisdiction of Geauga County, Ohio.

IN WITNESS WHEREOF, the Board of Trustees of Russell Township, Geauga County, Ohio and _____ (Lessee) have executed this agreement at Russell, Ohio on this _____ day of _____, 2015.

WITNESS:

LESSOR:

WITNESS:

LESSEE:

EXHIBIT "A"
DESCRIPTION OF PREMISES

Portion of structure at 8501 Kinsman Road, Russell Township, Ohio
One and one half feet outside the main exterior dimensions of the stored vehicle or trailer.

Russell Township Board of Trustees
8501 Kinsman Rd.
P.O. Box 522
Novelty, OH 44072

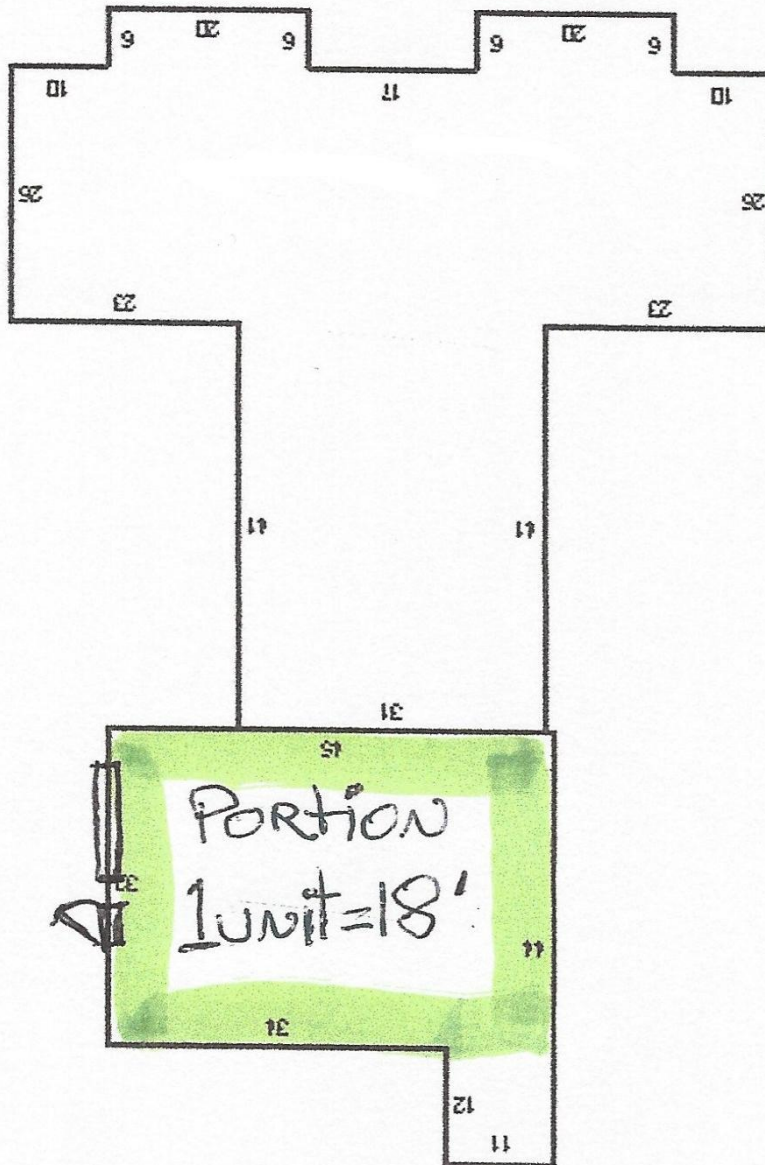


EXHIBIT "B"
RULES & REGULATIONS

No electric tools or appliances permitted unless by written permission of Lessor
Extension cords to be provided by Lessor for approved electric tools or appliances
Smart battery chargers to be provided by Lessor
Bumpouts, arms, mirrors, extensions, motors, masts, etc to be stored compactly and securely.
Moving or exiting of vehicles to be done only by Lessee or its pre-identified assign.
Access to property only by Lessee or its pre-identified assign.
No access to Board offices and facilities
No "ins & outs." Once out, no return, no reimbursement of rent
No right of garage ingress/egress outside of attended Administration Building hours including holidays and lunch
No utilities available (no water, no heat)
No internal security sys provided
Keys to be left in Lessor's vault for duration of stay
Contact info to be provided to Lessor for duration of stay
No permission for use of Garage overhead door after entrance, unless for one-time exit
Access by man door only upon permission of Lessor
No touching of property other than Lessee's own property
Unit rent rate \$100 per month for 18 foot vehicle size payable in full at time of signing.
Vehicles larger than one vehicle 18 foot unit shall pay increased rent rates: 2 units pays \$200 per month.
Vehicles and trailers which wish to exit early, prior to March 31, 2016, will exit at a date and time arranged in advance with other Lessees in attendance if necessary for moving of their property, vehicles, and trailers.
Gross vehicle weight not to exceed ten thousand pounds
Issues outside the scope of this agreement are subject to the discretion of the Russell Township Board of Trustees.

EXHIBIT "C"
VEHICLE IDENTIFICATION & CONTACT FORM

Lessee name(s) _____

Mailing Address _____

Physical Address (if different) _____

Cell Ph _____ Home Ph _____ Work Ph _____

Name of permitted 2nd party for access _____

Mailing Address _____

Physical Address (if different) _____

Cell Ph _____ Home Ph _____ Work Ph _____

Vehicle: (circle one) Automobile Automobile on trailer Watercraft on trailer R/V

Make _____ Model _____

Year _____ Color _____

Overall Length _____ Weight (GVW) _____

Vehicle license number _____

VIN Number _____

County of Registration _____ State of Registration _____

Property Insurance Carrier _____ Insurance Phone Number _____

Member Number _____ Policy Number _____

Proof of Insurance Provided: yes _____

Notes or Additional Information _____

Number of 18' Units Required: _____ @ \$100.00 each = _____ Monthly Subtotal

Monthly Subtotal _____ X _____ Months = _____ **Total Payable in Advance**