



138 Park Avenue West
Mansfield, Ohio 44902
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Lease Agreement

This Lease Agreement ("Lease") is made and effective this ___ day of ___, by and between **Renaissance Performing Arts Association, 138 Park Avenue West, Mansfield, Ohio 44902** ("Landlord") and **Pioneer Joint Vocational School, 27 Ryan Road, Shelby, Ohio 44875** ("Tenant").

Landlord is the owner of Premises commonly known and numbered as **166 Park Avenue West, Mansfield, Ohio, 44902**. Landlord desires to lease the 2nd floor of Premises to Tenant (herein referred to as "Leased Premises"), and Tenant desires to lease the 2nd floor of Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth. THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" of three years (36 months) beginning **July 1, 2019** and ending **June 30, 2022**.

2. Rent. Tenant shall pay to Landlord a monthly rent during the Lease term of **\$3,125.00** per month, payable on or by the 1st day of each month, by check, or as otherwise agreed upon by the parties. Rent for a part of any month shall be prorated.

3. Premises and Services. Tenant shall use and occupy the Leased Premises for the purpose of conducting educational activities and programs directly related to the operations of Pioneer Joint Vocational School. Lease represents rental of weekday use of second floor space (approximately 5,000 square feet) and adjacent parking lots, utilities, trash removal, and scheduled studio use of basement and first floor spaces. Tenant is solely responsible janitorial service and utilities of the leased second floor space as outlined in this agreement.

The Leased Premises shall not be used for any other purpose without the advance written consent of Landlord. Tenant agrees to operate the Leased Premises in a dignified manner, and in accordance with all applicable laws, regulations, or orders of any governmental authority or agency; and shall comply with the rules and requirements promulgated by the Landlord with respect to the Leased Premises. Tenant agrees as follows:

- A. No smoking will be permitted within the building or within 20 feet of the building's entrances or windows.
- B. All garbage and refuse shall be kept in and disposed of in approved containers. Tenant shall keep the Leased Premises in a neat, clean, and sanitary state, free of litter and conditions that are conducive to rodents, insects, and pests of any kind.
- C. Tenant shall not permit or place any obstructions in or in front of doors, corridors, stairs, or sidewalks. No storage shall be permitted except that which is expressly required for Tenant's daily operations.

D. Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair practice or display if, in Landlord's opinion, the continued use thereof would impair the Landlord's reputation as a respected business or is otherwise out of harmony with the character thereof, and upon notice from Landlord, Tenant shall refrain from or otherwise discontinue use of such activities.

4. Condition and Acceptance of Premises. Tenant accepts the Leased Premises in their current condition and acknowledges that the Leased Premises is in good order and repair, unless otherwise indicated herein. By occupying the Leased Premises, Tenant shall be conclusively deemed to have accepted the Leased Premises as being in the condition required by this Agreement.

5. Property in Leased Premises. With respect to the property:

A. All leasehold improvements (other than Tenant's trade fixtures), such as light fixtures and heating and air conditioning equipment, shall, when installed and/or attached to the freehold, become and remain the property of Landlord. All Tenant's trade fixtures shall remain the property of Tenant, subject at all times to any of Landlord's liens for Rental and other sums which may become due to Landlord under this Lease or otherwise. Tenant shall be allowed to remove all such trade fixtures upon termination of this Lease, provided that Tenant is not in default in any of the terms and provisions of this Lease.

B. All of Tenant's personal property which may at any time be in the Leased Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for any damage to said property or loss of business suffered by Tenant which may be caused by water from any source whatsoever including the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odor or leaking of the fire suppression system.

6. Repairs and Maintenance. With respect to repair and maintenance obligations:

A. Landlord shall be responsible for repairing and maintaining the Leased Premises in good condition and for making such modification or replacements thereof as may be necessary or required by law or ordinance, specifically for the following: foundation and structural components of the building, roof, gutters and downspouts, parking lot, driveway, and sidewalks, in addition to plumbing and HVAC components.

However, Tenant shall reimburse Landlord for any such maintenance, repairs, or replacements made necessary by any acts of Tenant. Landlord reserves and at all times shall have the right to enter the Leased Premises in any emergency and also during regular business hours upon advance written notice to inspect the same, and to repair the Leased Premises and any portion of the property, without abatement of Rent.

B. All maintenance, repairs, or replacements relating to the Leased Premises which are not the obligation of Landlord shall be the obligation of Tenant and shall be made by Tenant at Tenant's sole cost and expense.

7. Insurance and Indemnification. With respect to insurance and indemnification:

A. Tenant shall purchase and maintain public liability and property damage insurance insuring against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property arising out of or in connection with the occupancy or use by Tenant, its employees, agents and assigns, of the Leased Premises, such insurance to include Landlord as an additional Insured, to be carried with an insurer and to have limits of liability of not less than _____ per occurrence on a combined single limit basis and a deductible no greater than _____.

B. Tenant shall furnish to Landlord a certificate of insurance evidencing such coverage which provides that such policies may not be canceled on less than thirty (30) days prior written notice to Landlord. Should Tenant fail to carry the insurance required herein and furnish Landlord with the policies or certificates of insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as additional Rent.

C. Landlord shall keep the Leased Premises (but not the contents thereof or any personal property or trade or business fixtures of Tenant) insured against loss or damage by fire and other perils normally covered by standard all-risk insurance. Landlord may also maintain public liability, property damage, loss of rent, and such other coverage related to the Leased Premises as Landlord deems appropriate.

D. If either party suffers loss or damage which is caused by the other party, but which is covered by the injured party's insurance, the injured party waives any claim it might have against the other party to the extent that it is compensated by the insurance required under this Agreement; and each party agrees to obtain from its insurer a provision and acknowledgement of this waiver and an agreement that the insurance carrier will not be subrogated to the rights of the injured party to the extent that these rights have been waived above.

E. It is agreed that Tenant shall defend, hold harmless and indemnify Landlord, its officers, agents and employees from any and all claims for injuries to persons or damage to the Leased Premises which result from the negligent acts or omissions of Tenant, its officers, agents or employees, in the performance of this Agreement. It is further agreed that Landlord shall defend, hold harmless and indemnify Tenant, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to the Leased Premises which result from the negligent acts or omissions of Landlord, its officers, agents and/or employees, in the performance of this Agreement. In the event of the concurrent negligence of Tenant and Landlord, then the liability for any and all claims for injuries or damages which arise out of the performance of the terms and conditions of this Agreement shall be apportioned in accordance with the law of the state in which the Leased Premises is located.

8. Signs. With respect to signs:

A. Tenant can install a sign acceptable to Landlord in a mutually-agreed upon location on the exterior of the Leased Premises, hereinafter referred to as "Exterior Sign," prior to opening for business. Any Exterior Sign must be approved by Landlord and shall comply with the requirements of Landlord. Landlord reserves the right to reject any Exterior Sign design it feels is inappropriate for any reason in its sole discretion. Tenant shall be solely responsible for the cost of fabrication, installation, and maintenance of the Exterior Sign. Landlord shall pre-approve signage package to be attached to the Lease for the duration of the Lease and all renewals or extensions thereof.

B. Signs, banners, lettering, advertising, lighting, or any other things of any kind visible from the exterior of the Leased Premises installed or affixed by Tenant shall be first approved in writing by Landlord and the location and method of installation of the same shall be approved by Landlord in its sole discretion. Landlord agrees that such approval shall not be unreasonably withheld.

9. Utility Services. Commencing on the date on which Landlord delivers possession of the Leased Premises to Tenant, Tenant shall assume responsibility for the following utilities based upon or in connection with the Leased Premises: telephone, internet.

In turn, Landlord will be responsible for making payments for the following utilities: water, gas, heat, electric, sewage disposal, trash removal.

10. Access, Surrender, and Assignment. With respect to access, surrender, and assignment:

A. Tenant shall permit Landlord to inspect or examine the Leased Premises during business hours upon advanced written notice or at any time without notice in the event of an emergency, and shall permit Landlord to enter and make such repairs, alterations, improvements, or additions in the Leased Premises that Landlord may deem necessary.

B. Tenant shall deliver and surrender to Landlord possession of the Leased Premises upon expiration of this Agreement, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date.

C. Any and all trade fixtures and equipment installed by Tenant may be removed by Tenant at the termination of this Agreement, provided that Tenant shall not be in default in the performance of any of Tenant's obligations hereunder and provided that Tenant shall repair any and all damage caused to the Leased Premises by the removal of any such trade fixtures and equipment. Any property not so removed at the expiration of the Term hereof shall be deemed to have been abandoned by Tenant and may be retained or disposed by Landlord. Tenant shall not remove any leasehold improvements or non-trade fixtures and shall surrender the Leased Premises upon termination of the tenancy created by this Agreement in the same condition as the Leased Premises were required to have been in on the Commencement Date, ordinary wear and tear and damage by fire or other insured casualty excepted.

D. Tenant will not assign this Agreement as to any portion or all of the Leased Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Leased Premises.

11. Damage to Premises. With respect to damage to the Premises:

A. In the event the Leased Premises be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed _____ of the then replacement value thereof, then the parties may, at their option, within ten (10) days after the occurrence of such casualty, terminate this Agreement upon written notice.

B. In the event the Leased Premises shall be partially damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than _____ of the then replacement value thereof, or in the event Landlord does not elect to terminate this Agreement as a result of substantial damage, then Landlord shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, the Landlord's obligation to

repair or restore shall not be limited to restoring the structural portions of the Leased Premises and shall include repairs or the restoration of any of Tenant's fixtures, improvements or other alterations made by Tenant in or upon the Leased Premises. Notwithstanding anything provided herein to the contrary, the Landlord's obligation to repair or rebuild shall be limited to the amount of the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) as a result of any such casualty. In the event the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) are insufficient to rebuild the Leased Premises, then Landlord shall have the option to terminate the Lease upon notice to Tenant within thirty (30) days after Landlord's receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

C. In the event this Agreement is terminated in the manner set forth above, the Rents shall be apportioned to the time of such casualty. In the event this Agreement is not terminated and Landlord elects to restore or repair the Leased Premises, then the Rent payable by Tenant shall be equitably abated based on the square footage in the Leased Premises which are useable, until such time as the damage to the Leased Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any Operating Costs.

12. Eminent Domain. With respect to eminent domain:

A. If the whole or any substantial part of the Leased Premises shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, for other than a temporary period, the Lease Term shall cease as of the day possession shall be taken by such public or quasi-public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of any rent which may have been paid in advance for any period subsequent to the date possession is taken. In the event that during the term of this Agreement the Leased Premises, or any part thereof, is taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement shall expire on the date when possession shall be taken by the condemnor and the Base Rent herein reserved shall be apportioned and paid in full to that date and all prepaid Base Rent shall forthwith be repaid by Landlord to Tenant. In the event Landlord does not elect to cancel or terminate this Agreement as provided above, then Landlord shall rebuild and restore the Leased Premises as nearly as possible to their condition immediately prior to any such taking and this Agreement shall continue in full force and effect except that, during such restoration, the Base Rent payable pursuant to the terms of this Agreement shall be equitably apportioned in the proportion that the square footage of the part of the Leased Premises so taken bears to the total square footage of the Leased Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any Operating Costs, provided further, however, the Landlord's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, in the event the net condemnation award received by Landlord is insufficient to restore or rebuild the structural portions of the Leased Premises the Landlord shall have the option within 30 days after Landlord's receipt of the net condemnation, to cancel and terminate this Agreement, and Tenant shall be limited to consequential damages only.

B. All compensation awarded or paid upon any total or partial taking of the Leased Premises shall belong to and be the property of the Landlord. Nothing herein shall prevent Tenant from pursuing a separate award from the condemning authority for its moving expenses or for the taking of its personal property, as long as Tenant's award does not reduce Landlord's award from the condemning authority.

13. Insolvency and Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or any of the persons constituting Tenant, or an assignment by Tenant or any of the persons constituting Tenant for benefit of creditors or any action taken or suffered by Tenant or any of the persons constituting Tenant under any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant or any of the persons constituting Tenant under any bankruptcy, insolvency, or reorganization proceedings.

14. Default. With respect to default:

A. If Tenant shall abandon or vacate the Leased Premises or fail to pay Rent at the time prescribed in this Agreement, or if after thirty (30) days written notice from Landlord, Tenant shall fail to cure any other default in the performance of its obligations under this Agreement (unless Tenant is then proceeding in good faith to cure such default and continues to do so until the default is cured), then, in addition to any other rights or remedies Landlord may have by law or otherwise, Landlord shall have the right to re-enter and take possession of the Leased Premises without legal process and remove all persons and property therefrom. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate Tenant's rights under this Agreement, re-let the Leased Premises or any part thereof for such term and at such rent and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable, with the right to make alterations and repairs to the Leased Premises. Upon each such re-letting, Tenant immediately shall be liable for payment to Landlord of any indebtedness of Tenant (other than Rent due hereunder), the cost and expense of such re-letting, and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the Rent reserved in this Agreement, which are Tenant's responsibility under the provisions of this Agreement for the period of such re-letting, exceeds the amount agreed to be paid as rent by the new tenant for the Leased Premises for such period of such re-letting.

B. Should Tenant at any time be in default under this Agreement, Tenant shall be liable for all costs Landlord may incur on account of such default, including the cost of recovering the Leased Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Agreement and Tenant's rights under this Agreement for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, and including the Rent reserved and charged in this Agreement for the remainder of the Term discounted to present value, less the present rental value of the Leased Premises for the rest of the Term (discounted in the same manner), all of which amounts shall be immediately due and payable with attorney fees from Tenant to Landlord and without relief from valuation, and Landlord shall have no obligation to re-let. Tenant's liability for the default damages and/or re-letting costs shall survive any termination of this Agreement.

C. Landlord shall have the right to remove all or any part of Tenant's property from the Leased Premises. Any property removed may be either: (a) Stored in any public warehouse or elsewhere at the cost of, and for the account of, Tenant and Landlord shall not be responsible for the care or safekeeping thereof; or (b) sold at a private or public sale and the proceeds of such sale, after sale expenses, shall be used to offset any Rent due to Landlord. Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

D. Landlord shall in no event be charged with default in the performance of its obligation under this Agreement unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord shall have failed to perform such obligation, or remedy such default, within thirty (30) days of such notice from Tenant (or shall then have failed in good faith to start and be diligently pursuing the cure of any such default which reasonably takes longer than _____ days to cure).

16. Miscellaneous.

A. No waiver of any condition or covenant in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.

B. Tenant agrees, at the request of Landlord, to subordinate this Agreement to any mortgage placed upon the Leased Premises or the Real Property or any one or more of them by Landlord provided that the holder of such mortgage enters into an agreement with Tenant, binding upon the successors and assigns of the parties thereto, by the terms of which such holder agrees not to disturb the possession, peaceable and quiet enjoyment and other rights of Tenant under this Agreement. In addition, so long as Tenant continues to perform its obligations hereunder, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise holder agrees to accept Tenant as tenant of the Leased Premises under the terms and conditions of this Agreement and to perform the Landlord's obligations hereunder (but only while owner of the Leased Premises), and Tenant agrees to recognize such holder or any other person acquiring title to the Leased Premises as Landlord. The parties agree to execute and deliver any appropriate instruments necessary to carry out the agreements contained herein.

C. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, by overnight courier service, via certified or registered mail, or by first class U.S. mail, postage prepaid, to Landlord and Tenant at the address as specified above, or to such other addresses which a party may designate in writing delivered to the other party for such purpose. Date of service of a notice served by mail shall be one business day following the date on which such notice is deposited in a post office box of the United States Postal Service.

D. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

E. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, not including its conflicts of law provisions.

F. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

G. In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required in this Agreement by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riot, insurrection, war or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

H. This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

I. The covenants, agreements, terms, conditions and warranties of this Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the first date written above.

Landlord Representative

Landlord Representative Title

Tenant Representative

Tenant Representative Title