USAGE AGREEMENT

This usage agreement is made and entered into on September 16, 2026 , at Shelby, Ohio, by and between the City of Shelby, the Shelby Fire Department, hereinafter called owner, and Pioneer Career and Technology Center, hereinafter called Renter.

DESCRIPTION, USE, TERM, AND RENT

Owner hereby rents to Renter, and Renter hereby rents from Owner, that certain property, known as "Jaws of Life" (hereinafter referred to as "property") for the purposes of Educational training by Renter.

Renter agrees and covenants that it will use the property at all times in compliance with all governmental laws, rules and regulations, including without limitation, all laws relating to environmental matters, federal state and local.

RENT

Renter shall, on execution of this agreement, pay to Owner the sum of $1.00, receipt of which is hereby acknowledged, as payment of the rental due hereunder.

RENTER'S DUTY TO REPAIR AND MAINTAIN

Renter agrees to keep the property in good order and repair, reasonable wear and tear excepted. Renter further agrees to keep the property clean, and to repair or replace all broken or damaged parts of the property while in Renters possession or usage.

DELIVERY OF POSSESSION

Renter shall immediately return said property to Owner at any time upon Owner request. Renter shall not be entitled to any damages as a result of said request and any such request is without recourse.

INSPECTION BY OWNER

Renter shall permit Owner and his agents to enter into and upon the land of Renter at all reasonable times for the purpose of inspecting the property.

ASSIGNMENT AND SUBLEASE

Renter shall not assign this agreement at any time.

INDEMNITY OF OWNER

Renter shall pay, indemnify, defend, pay and hold harmless Owner from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including without limitation any and all sums paid for settlement of claims, attorneys' fees,

consultant and expert fees) arising during or after the term of this agreement from or in connection with any claim connected with, in or to the property caused by Renter, its agents, employees and invitees, unless the claims are present solely as a result of the negligence, willful misconduct, or other acts of Owner, its agents, employees, or contractors. Without limiting the foregoing, this indemnification shall include any and all costs incurred due to any investigation of the premises mandated by a federal, state or local agency or political subdivision, unless the same are conducted solely as a result of the negligence, willful misconduct or other acts of Owner, its agents, employees, or contractors.

PROOF OF INSURANCE

Renter shall, at least ten (10) days prior to using the property, provide a Certificate of Insurance to owner which such certificate shall reflect the following: the insurance policy must be a commercial general liability policy, shall provide a minimum limit of $1,000,000.00 coverage and must be from an insurance company admitted to conduct business in the state of Ohio. Renter acknowledges and agrees that the Premises shall not be made available until such time as renter provides said Certificate of Insurance. Further, renter agrees to hold harmless the owner from all matters directly and proximately caused by the renters use of the property.

Further, renter shall include Owner as an additional insured on any policy of the Renter for the use of the property.

OHIO LAW TO APPLY

This agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Richland County, Ohio.

LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SOLE AGREEMENT OF THE PARTIES

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

AMENDMENT

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

WAIVER OF DEFAULT

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

By signing below each party represents and warrants they have legal binding authority to execute this agreement

Owner:	Renter
_____	_____
Printed Name:	Printed Name: Gregory D. Nickoli