

4-26-02

**LEASE**

This lease is between **THE VILLAGE OF AMESVILLE, OHIO**, P.O. Box 190, Amesville, Ohio 45711, Lessor, and **THE AMES/BERN/AMESVILLE VOLUNTEER FIREFIGHTERS, INC.**, Lessee.

**(A) Lease of premises**

In consideration of the mutual promises and covenants set forth herein, lessor hereby leases to lessee the following premises:

Being that portion of the real estate described in the attached **Exhibit A**, as is set forth below:

That area of the Municipal Building being constructed on the premises as is described in the construction drawings on file in the attached hereto as **Exhibit B**.

Lessor shall provide to the fire chief reasonable office space and reasonable use of the Lessor's photocopier, if any.

The leased premises contain approximately 6000 square feet of finished, heated area.

**(B) Term; renewal and holdover tenancy**

**(1) Original term**

The term of the lease shall be 100 year(s), beginning May 1, 2002 and ending April 31, 2102.

**(2) Service Obligation**

The Lessee shall supply and provide firefighting services to the residents and property owners of the Village of Amesville, including, without limitation, any Village municipal property, whether owned within or outside of the Village corporate limits, provided the Lessor maintains a firefighting services contract negotiated in accordance with the Ames/Bern/Amesville Volunteer Firefighters, Inc. bylaws dated \_\_\_\_\_, 2002, and pays to the Lessor all payments required thereunder.

Lessee shall also provide and pay for site preparation work, the installation of a sewage system and any interior work not covered by the Village of Amesville \$210,000 grant for construction of the leased building.

(3) Early termination of Lease Term

This lease shall terminate if Lessee ceases to keep and maintain in the leased premises useable and operational firefighting equipment adequate to provide firefighting and protection services to the Village of Amesville, to its property, and to its residents and property owners.

(C) Use and occupancy

(1) Manner and purpose

The premises will be used and occupied by lessee in a careful, safe, and proper manner, solely for the purpose of operating a fire department. Operation of a fire department means: the operation of firefighting equipment and conduct of activities intended to fight fires on public and private property; the storage of firefighting equipment on the premises; and the maintenance of that equipment.

(2) Hazardous activities

Lessee shall not carry on or allow any activity or use of the premises considered extra-hazardous for insurance purposes, nor will lessee do any act which will invalidate insurance coverage on the structure or premises or cause an increase in premiums. Lessee will observe all reasonable precautions for the prevention of fire, explosion, or escape of fumes, and reasonable and necessary measures to protect the safety of persons and property.

(3) Obedience to laws and regulations

Lessee will abide by all applicable federal, state, and local laws and regulations respecting the premises and their occupancy and use and will not use the premises or allow the same to be used for any unlawful purpose.

(D) Inspection of premises by lessee; no warranty of fitness

Lessee has inspected the premises and acknowledges that lessor has made no representation, and there is no express or implied warranty by lessor with respect to the fitness of the premises for any particular use or purpose.

(E) Utilities charges; maintenance; security

(1) Utilities

(a) Gas & Electricity.

Lessee will promptly pay all gas and electric utility charges incurred by the building including the leased premises, except for that portion of the costs related to the portion of the building used by the Lessor as its municipal office. Lessee shall monthly pay to the Lessor a gas and electric utilities charge equal to the total monthly gas and electric bill multiplied by the following fraction: \_\_\_\_\_.

(b) Sewer.

Sewer utilities shall be shared equally by Lessor and Lessee.

(c) Water.

Lessor will supply to Lessee water free of charge so long as Lessor continues to supply water generally to Village residents.

(d) Telephone.

Lessee shall maintain, pay for, and provide for its own telephone and communications lines.

(2) Expenses for maintenance or improvements

Lessor shall be responsible for all interior maintenance and repairs for the Village Office and Community Meeting Rooms, and for all grounds upkeep. Lessee be responsible for all other maintenance and repair of the building in which the leased premises is located. Lessee will promptly pay all obligations incurred by it in maintaining or improving the premises. No improvements to the premises shall be made or attempted without the mutual consent of both the Lessor and Lessee.

(3) Janitor service

Lessee shall furnish adequate janitor services for the leased premises.

(4) Security

Lessee shall provide security plus proper locks, alarms, and other security devices, to furnish adequate security to the leased premises and common areas.

(F) Taxes and assessments

Lessor is a municipal entity and real estate taxes are not presently imposed upon its real estate. Lessee will promptly pay when due all taxes and special assessments imposed on lessee's tangible or intangible property on the premises.



(G) Alterations

No alterations or additions to the premises will be made without the mutual written of the Lessor and Lessee.

(H) Waste

Lessee will not commit or allow any waste on the premises.

(I) Indemnification and insurance

(1) Indemnification

Lessee will indemnify and save lessor harmless against all loss, damage, expense, costs, and attorney fees incurred by lessor in discharging any filed or inchoate mechanic's or materialman's liens arising from lessee's maintenance or improvement of the premises, or incurred by lessor in defending or discharging claims for personal injuries or property damage asserted or perfected against lessor and arising out of the use and occupancy of the premises by lessee or it's agents, employees, or invitees.

(2) Liability insurance; Property Damage insurance

Lessee shall obtain and maintain in force public liability insurance in one or more companies satisfactory to lessor, insuring against liability to third persons for personal injuries or property damage arising out of the use or occupancy of the premises. The insurance shall provide minimum limits of \$1,000,000.00 (One million) for injury to any one person and \$1,000,000.00 (One million) for damage to any one person's property.

Lessor shall maintain in force public liability insurance insuring against liability to third persons for personal injury or property damage arising out of the use or occupancy of the premises. Lessor shall also maintain in force replacement coverage property damage insurance insuring against damage to the entire building and structure, and the contents of its office and community meeting room. Lessee shall insure the remainder of all contents.

(J) Entry by lessor

Lessee shall permit lessor or its agents to enter the premises at all reasonable times to examine the premises, make corrections in the structure, or eliminate health and safety hazards.

(K) Assignment and subletting

Lessee shall not assign this lease, nor sublet nor license any part of the premises, without

lessor's express written prior consent.

(L) Responsibility for personal property

Lessee is solely responsible for all tangible and intangible personal property, located on the premises, that belongs to lessee or its members, trustees, officers, agents, employees, constituents, licensees, or invitees.

(M) Damage to premises

If any part of the building or premises is damaged or destroyed without lessee's fault, rendering the leased premises unfit for occupancy, lessee may surrender possession of the premises and thereby terminate the lease with respect to all provisions, remaining liable only for accrued and unrendered service and other financial obligations under the lease. Insurance proceeds paid or payable for replacement of damaged building or structure shall be used for replacement, unless otherwise agreed by both Lessor and Lessee.

(N) Default by lessee; remedies of lessor

(1) What constitutes default by lessee

Lessee is in default under this lease if: (a) any installment due is not paid within 365 days after its due date; (b) lessee fails to perform any other provision or rectify any deficiency under this lease within 365 days after written notice to lessee of the breach; (c) lessee vacates the premises during the term; (d) lessee makes an assignment for the benefit of creditors, or is subjected to receivership; (e) lessee's interest in the premises is subjected to execution, attachment, or other legal process; or (f) lessee is adjudicated bankrupt in a voluntary or involuntary proceeding.

(2) Remedies of lessor

If lessee defaults, lessor may enter and repossess the premises as if this lease had not been made, and the lease will thereby terminate without prejudice to lessor's rights of action for past due rent, breach of covenant, present and prospective damages, or other cost or expense resulting from lessee's default. For purposes of this section, the commencement of an action in forcible entry and detainer, ejectment, or similar action following default by lessee is equivalent to an actual entry of the premises by lessor.

(3) Waiver of default

The waiver by lessor of any default by lessee shall not constitute a waiver of any other default or of any subsequent default of the same or similar kind.

(O) Notices

All notices under this lease shall be in writing. Unless the party concerned designates another address, notices to lessor shall be mailed or delivered to the address designated for the payment of rent, and notices to lessee shall be mailed or delivered to the leased premises.

(P) Memorandum of lease

Upon the request of either party, the parties shall execute a memorandum of this lease for recording, as provided in RC 5301.251.

(Q) Lease binding on parties and successors

This lease and its provisions shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties, except that no assignment of all or any part of this lease by lessee in violation of its terms shall vest any right, title, or interest in the purported assigns.

WITNESS the signatures of the parties, this 1<sup>st</sup> day of May, 2002.

Attest:

VILLAGE OF AMESVILLE, OHIO

By: Frank Hare  
Mayor Frank Hare

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AMES/BERN/AMESVILLE VOLUNTEER  
FIREFIGHTERS, INC.

By: \_\_\_\_\_  
James Wilson, President

**RESOLUTION 02-02**

1<sup>ST</sup> READING 3-6-2002  
2<sup>ND</sup> READING 4-3-2002  
3<sup>RD</sup> READING 5-1-2002  
ADOPTION 5-1-2002  
EFFECTIVE 5-1-2002

**Resolution 02-02**

The Amesville Village Council authorizes Mayor Hare to enter into a lease agreement with the Ames-Bern/Amesville Volunteer Firefighters, Inc., for the new fire department building.

Craig Dickelman – yea  
Pat Lochary – yea  
Debra MacMillan – yea  
John O'Donnell – yea



Frank Hare  
Mayor



Kathleen Steiner  
Assistant Fiscal Officer