ORDINANCE NO. 145-12

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE TO LEASE FOR NO COST A PORTION OF 642 BROADWAY, LORAIN, OHIO, TO FOLLOW THE FISH ART AND ADVENTURE TRAILS, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, the legislative authority of a municipal corporation may permit the use of public buildings under its control, upon such terms as it provides by ordinance according to Section 721.28 of the Ohio Revised Code regarding the sale or lease of property within an urban renewal area without competitive bidding, and;

WHEREAS, the building at 642 Broadway is located in designated urban renewal area known as the Downtown Urban Renewal Area; and

WHEREAS, the building became vacant in 2012 after the prior tenant vacated the premises, and the City wishes to increase occupancy during the upcoming holiday season.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, COUNTY OF LORAIN, STATE OF OHIO:

SECTION 1: That the Director of Public Safety/Service is hereby directed and authorized to enter into a lease agreement with the tenant Follow the Fish Art and Adventure Trails, LLC known to be in the general form and content as is attached hereto and incorporated fully herein and marked as Exhibit A. This lease agreement shall have been reviewed and approved by the City of Lorain Law Department and shall be authorized to amend or change said agreement and other relevant documents with the concurrence of the Director of Public Safety/Service as long as they are consistent with this Ordinance and not substantially adverse to the City.

SECTION 2: That all revenues derived from the payments collected under this lease agreement shall be used to pay utilities of portions of this building.

SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action, were in meetings open to the public and in compliance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 4: That this ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of this City and for the further reason that this Ordinance must go into immediate effect in order to receive valuable rental income to the City.
and accommodate the tenant's short time frame; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor, provided it receives the affirmative vote of two-third of all members elected to City Council, otherwise it shall take effect and be in full force from and after the earliest period allowed by law.

Passed: Oct. 15, 2012

Attest: Nancy Green, 2012

Approved: October 15, 2012

President of Council

Mayor
October 10, 2012

Lorain City Council
200 W Erie Ave
Lorain, OH 44052

RE: Lease of City owned space

Dear Members of Council:

The attached legislation contemplates the free use of City owned commercial space located at 642 Broadway for temporary holiday use by a local arts organization. This is part of the “pop up shop” initiative that helps to bring more vitality to Broadway during the holiday season. Although the rent is free, the tenant will pay the City for the space’s utility cost during their temporary stay. Please contact Rey Carrion at 204-2020 if you have any questions.

Sincerely,

[Signature]

R. Michael Fowler
Safety/Service Director
Gross Lease Agreement

This Lease Agreement ("Lease") is made and effectively by and between The City of Lorain, a municipal corporation ("Landlord") and Follow the Fish Art and Adventure Trails, LLC, an Ohio organization ("Tenant") this ___ day of __________, 2012.

Landlord is owner of building located at 642 Broadway Avenue, Lorain, Ohio ("Building").

Landlord will make available for lease the Building ("Leased Premises") that is more fully described in Exhibit A.

Landlord desires to rent Leased Premises to Tenant, and Tenant desires to rent Leased Premises from Landlord for the term and rents and upon the covenants, conditions and provisions herein.

Therefore, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. Term

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a term of two (2) months beginning on or about November 1, 2012. Landlord shall use its best efforts to give Tenant possession as nearly as possible to the beginning of the Lease term. If the Landlord is unable to timely provide the Leased premises, rent shall abate for the period of delay but in no case shall term be reduced.

2. Rental

A. Tenant shall pay a monthly payment commencing on or about November 1, 2012 for two (2) consecutive months in an amount that covers the electric, natural gas, water, and sewer utility costs for the Leased Premises as determined by the City. Each payment, or estimated payment, shall be due in advance on the first day of each calendar month during the lease term to Landlord at Community Development Department, 200 West Erie Avenue, 5th Floor, Lorain, Ohio 44052.

3. Use

A. Tenant shall use the Leased Premises for the purpose of operating the business as permitted by Landlord.

B. Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling of any explosives, flammables, or other inherently dangerous substance, chemical or device not otherwise used in the ordinary course of business.

4. Sublease and Assignment

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord’s consent after obtaining proper approval which consent shall be presented to the approving authority within a reasonable period of time.
5. Repairs, Maintenance and Services

A. During the Lease Term and any subsequent renewal, Landlord shall make, at Landlord’s expense, all necessary repairs to the Leased Premises including but not limited to major mechanical systems, the roof, heating, air conditioning, water and sewer systems.

B. During the Lease Term, Landlord shall pay for reasonable electric, gas, heating, ventilation, water and sewer. Tenant shall also provide for their own cleaning and janitorial services and general maintenance including removal and rubbish. Tenant shall be responsible for keeping its area clean and free of trash.

6. Alterations and Improvements

Tenant, at Tenant’s expenses, shall have the right following Landlord’s consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant’s property, free and clear of any claim by Landlord, but subject to lien if property is damaged by Tenant. Tenant shall have the right to remove the same at any term during the term of the lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant’s expense to Landlord’s satisfaction.

7. Property Taxes

Landlord shall be responsible for all or any general real estate taxes and special assessments coming related to the Leased Premises during the Lease Term. Tenant shall be responsible for any and all other taxes including but not limited to personal property, sales, income, and CAT taxes owed to any Federal, State, County or City agency with respect to Tenant’s personal property and business.

8. Insurance

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant’s agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible for fire and extended coverage insurance on all of its personal property, including removable trade fixtures located in the Leased Premises.
C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before the due date, issued by and binding upon some insurance company. Such insurance shall afford minimum protection of not less than $1,000,000 combined single limit coverage of bodily injury, property damage or combined thereof. Landlord shall be listed as an additional insured on Tenant’s policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant’s compliance. Tenant shall obtain the agreement of Tenant’s insurers to notify Landlord that a policy is due to expire at least ten (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Communication Utilities

Tenant shall be responsible for its own telephone and communication lines incurred in the operation, maintenance, use, occupancy and upkeep the Leased Premises.

10. Signs

Tenant will provide appropriate signage on the Leased Premises as permitted by applicable zoning and approved by the Landlord. Said signage shall be placed on the premises in agreed upon appropriate locations for the term of the lease.

11. Entry

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same provided Landlord shall not thereby unreasonably interfere with Tenant’s business on the Leased Premises.

12. Hours of Operation

Tenant shall be required to maintain business hours as is deemed necessary and customary for its industry. Tenant must receive prior approval from Landlord to maintain optional hours of operation.

13. Damages and Destruction

Subject to Section VIII.A above, if the Leased Premises or any part thereof or any appurtenance thereto is damaged by fire, casualty or structural defects that the same cannot be used for Tenant’s purposes, then Tenant shall have the right within five (5) calendar days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant’s purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent or other charges during any portion of the Lease term that the Leased premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant’s purposes. Rentals and other charges paid in advance for any such period shall
be credited on the next ensuing payment. If no further payments are to be made, any such advance payments shall be refunded to Tenant. The provision of this paragraph extend not only to the matters contained herein but also to any occurrence which is beyond Tenant’s reasonable control and which renders the Leased Premises or any appurtenances thereto inoperable or unfit for occupancy for use, in whole or in part, for Tenant’s purposes.

14. Default

A. Default by Tenant: If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord, Landlord without correction thereof, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

B. Default by Landlord: Landlord shall be in default if Landlord fails to perform or observe any term, condition or covenant required to be performed or observed under this Lease for a period of thirty (30) days after notice thereof in writing from Tenant to Landlord. Tenant may declare the term of this Lease ended and terminated by giving Landlord written notice of such intention, withhold or abate any rent due. In addition, Tenant may exercise any other right or remedy available to Tenant on account of Landlord’s default, either in law or equity. Tenant shall use reasonable efforts to mitigate its damages.

15. Quiet Possession

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet peaceable, and undisturbed and uninterrupted possession of the Leased Premises during the term of the Lease.

16. Condemnation

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Subordination

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagor shall have the right to any tie to subordinate such mortgage, deed of trust or other lien to this Lease on
such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or atoning to the holder any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant as promptly requested. Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instruments in Tenant’s name, place and stead, it being agreed that such power is one couple with interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as to modifications), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt request, addressed as follows:

If to the Landlord: City of Lorain
Attn: Service Director
200 West Erie Avenue, 7th Floor
Lorain, OH 44052

With copies to: City of Lorain Law Department
Attn: Law Director
200 West Erie Avenue, 7th Floor
Lorain, OH 44052

Community Development Department
200 West Erie Avenue, 5th Floor
Lorain, OH 44052

If to the Tenant:

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. Brokers

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for
real estate commission, brokerage fee, finder’s fee or other similar charge, in connection with this Lease.

20. Waiver

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

21. Memorandum of Lease

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

22. Headings

The headings used in this Lease are for the convenience of the parties only and shall not be considered in interpreting the meaning of any provision of the Lease.

23. Successors

The provision of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

24. Consent

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord’s consent is required or desirable under this Lease.

25. Performance

If there is a default with respect to any of the Landlord’s covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder under Tenant shall have been fully reimbursed for such expenditures together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the highest lawful rate. If the lease terminates prior to Tenant’s receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

26. Compliance with Law

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant’s use of the Leased Premises. Landlord shall comply with all
laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

27. Final Agreement

This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further written agreement that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year written.

LANDLORD: City of Lorain

Witness 
Print Name: __________________________

By: __________________________________
    Robert Fowler
    Safety/Service Director

Follow the Fish Art and Adventure Trails, LLC

Witness 
Print Name: __________________________

By: __________________________________
    Name:
    Title:
ORDINANCE NO. /115-://---'
AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE TO LEASE FOR NO COST A PORTION OF 642
BROADWAY, LORAIN, OHIO, TO FOLLOW THE FISH ART AND ADVENTURE TRAILS, LLC, AND DECLARING AN EMERGENCY.
WHEREAS, the legislative authority of a municipal corporation may permit the use of public buildings under its control, upon such
terms as it provides by ordinance according to Section 721.28 of the Ohio Revised Code regarding the sale or lease of property
within an urban renewal area without competitive bidding, and;
WHEREAS, the building at 642 Broadway is located in designated urban renewal area known as the Downtown Urban Renewal
Area; and
WHEREAS, the building became vacant in 2012 after the prior tenant vacated the premises, and the City wishes to increase
occupancy during the upcoming holiday season.
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, COUNTY OF LORAIN, STATE OF OHIO:
SECTION 1: That the Director of Public Safety/Service is hereby directed and authorized to enter into a lease agreement with the
tenant Follow the Fish Art and Adventure Trails, LLC known to be in the general form and content as is attached hereto and
incorporated fully herein and marked as Exhibit A. This lease agreement shall have been reviewed and approved by the City of
Lorain Law Department and shall be authorized to amend or change said agreement and other relevant documents with the
concurrency of the Director of Public Safety/Service as long as they are consistent with this Ordinance and not substantially adverse
to the City.
SECTION 2: That all revenues derived from the payments collected under this lease agreement shall be used to pay utilities of
portions of this building.
SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this
Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its Committees that
resulted in such formal action, were in meetings open to the public and in compliance with all legal requirements, including §121.22
of the Ohio Revised Code.
SECTION 4: That this ordinance is declared to be an emergency measure necessary for the inmediate preservation of the public
peace, health and safety of this City and for the further reason that this Ordinance must go into immediate effect in order to receive
valuable rental income to the City
Passed: 1-41C, , 2012
Attest: V/Inet,
Approved:
effect and be in full force fl-om and after the earliesttippe • edy
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passage by Council and approval by the Mayor, pro-vided it receives the affinnative vote of two-third of all members elected to City
Council, otherwise it shall take
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council
law.
Mayor
Chase Ritenauer
Mayor
The City of Lorain, Ohio
Department of Public Service and Safety
200 West Erie Avenue, 7th Floor City Hall
Lorain, OH 44052 (440) 204-2011 Fax (440) 204-2542
October 10, 2012
Lorain City Council 200 W Erie Ave
Lorain, OH 44052
RE: Lease of City owned space Dear Members of Council:
The attached legislation contemplates the free use of City owned commercial space located at 642 Broadway for temporary holiday
use by a local ads organization. This is part of the "pop up shop" initiative that helps to bring more vitality to Broadway during the
holiday season. Although the rent is free, the tenant will pay the City for the space's utility cost during their temporary stay. Please
contact Rey Carrion at 204-2020 if you have any questions.
Sine
. Michael Fowler Safety/Service Director
Gross Lease Agreement
This Lease Agreement ("Lease") is made and effectively by and between The City of Lorain, a municipal corporation ("Landlord")
and Follow the Fish Art and Adventure Trails, LLC, an Ohio organization ("Tenant") this day of , 2012.
Landlord is owner of building located at 642 Broadway Avenue, Lorain, Ohio ("Building").
Landlord will make available for lease the Building ("Leased Premises") that is more fully described in Exhibit A.
Landlord desires to rent Leased Premises to Tenant, and Tenant desires to rent Leased Premises from Landlord for the term and
rents and upon the covenants, conditions and provisions herein.
Therefore, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:
1. Term
A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a term of two (2)
months beginning on or about November 1, 2012. Landlord shall use its best efforts to give Tenant possession as nearly as possible
to the beginning of the Lease term. If the Landlord is unable to timely provide the Leased premises, rent shall abate for the period
of delay but in no case shall term be reduced.
2. Rental
A. Tenant shall pay a monthly payment commencing on or about November 1, 2012 for two (2) consecutive months in an amount that covers the electric, natural gas, water, and sewer utility costs for the Leased Premises as determined by the City. Each payment, or estimated payment, shall be due in advance on the first day of each calendar month during the lease term to Landlord at Community Development Department, 200 West Erie Avenue, 56 Floor, Lorain, Ohio 44052.

3. Use
A. Tenant shall use the Leased Premises for the purpose of operating the business as permitted by Landlord.
B. Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling of any explosives, flammables, or other inherently dangerous substance, chemical or device not otherwise used in the ordinary course of business.

4. Sublease and Assignment
Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent after obtaining proper approval which consent shall be presented to the approving authority within a reasonable period of time.

5. Repairs, Maintenance and Services
A. During the Lease Term and any subsequent renewal, Landlord shall make, at Landlord's expense, all necessary repairs to the Leased Premises including but not limited to major mechanical systems, the roof, heating, air conditioning, water and sewer systems.
B. During the Lease Term, Landlord shall pay for reasonable electric, gas, heating, ventilation, water and sewer. Tenant shall also provide for their own cleaning and janitorial services and general maintenance including removal and rubbish. Tenant shall be responsible for keeping its area clean and free of trash.

6. Alterations and Improvements
Tenant, at Tenant's expenses, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the conveyance of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property, free and clear of any claim by Landlord, but subject to lien if property is damaged by Tenant. Tenant shall have the right to remove the same at any term during the term of the lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense to Landlord's satisfaction.

7. Property Taxes
Landlord shall be responsible for all or any general real estate taxes and special assessments coming related to the Leased Premises during the Lease Term. Tenant shall be responsible for all and any other taxes including but not limited to personal property, sales, income, and CAT taxes owed to any Federal, State, County or City agency with respect to Tenant's personal property and business.

8. Insurance
A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.
B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible for fire and extended coverage insurance on all of its personal property, including removable trade fixtures located in the Leased Premises.
C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before the due date, issued by and binding upon some insurance company. Such insurance shall afford minimum protection of not less than $1,000,000 combined single limit coverage of bodily injury, property damage or combined thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall be responsible for fire and extended coverage insurance on all of its personal property, including removable trade fixtures located in the Leased Premises.

9. Communication Utilities
Tenant shall be responsible for its own telephone and communication lines incurred in the operation, maintenance, use, occupancy and upkeep the Leased Premises.

10. Signs
Tenant will provide appropriate signage on the Leased Premises as permitted by applicable zoning and approved by the Landlord. Said signage shall be placed on the premises in agreed upon appropriate locations for the term of the lease.

11. Entry
Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Hours of Operation
Tenant shall be required to maintain business hours as is deemed necessary and customary for its industry. Tenant must receive prior approval from Landlord to maintain optional hours of operation.

13. Damages and Destruction
Subject to Section VIII.A above, if the Leased Premises or any part thereof or any appurtenance thereto is damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within five (5) calendar days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary
materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent or other charges during any portion of the Lease term that the Leased premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such period shall be credited on the next ensuing payment. If no further payments are to be made, any such advance payments shall be refunded to Tenant. The provision of this paragraph extend not only to the matters contained herein but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises or any appurtenances thereto inoperable or unfit for occupancy for use, in whole or in part, for Tenant's purposes.

14. Default

A. Default by Tenant: If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord, Landlord without connection thereof, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

B. Default by Landlord: Landlord shall be in default if Landlord fails to perform or observe any ten, condition or covenant required to be performed or observed under this Lease for a period of thirty (30) days after notice thereof in writing from Tenant to Landlord. Tenant may declare the term of this Lease ended and terminated by giving Landlord written notice of such intention, withhold or abate any rent due. In addition, Tenant may exercise any other right or remedy available to Tenant on account of Landlord's default, either in law or equity. Tenant shall use reasonable efforts to mitigate its damages.

15. Quiet Possession

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet peaceable, and undisturbed and uninterrupted possession of the Leased Premises during the term of the Lease.

16. Condemnation

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Subordination

Tenant accepts this Lease subject and subordinate to any mortgage, deed of tmst or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right to any tie to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments to be executed by Tenant as promptly requested. Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instruments in Tenant's name, place and stead, it being agreed that such power is one couple with interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as to modifications), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt request, addressed as follows:

If to the Landlord:
With copies to:
City of Lorain
Attn: Service Director
200 West Erie Avenue, 7th Floor Lorain, OH 44052

City of Lorain — Law Department Attn: Law Director
200 West Erie Avenue, 7th Floor Lorain, OH 44052

Community Development Department 200 West Erie Avenue, 5th Floor Lorain, OH 44052

If to the Tenant:
Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. Brokers

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

20. Waiver

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such
default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

21. Memorandum of Lease
The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

22. Headings
The headings used in this Lease are for the convenience of the parties only and shall not be considered in interpreting the meaning of any provision of the Lease.

23. Successors
The provision of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

24. Consent
Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord’s consent is required or desirable under this Lease.

25. Performance
If there is a default with respect to any of the Landlord’s covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder under Tenant shall have been fully reimbursed for such expenditures together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the highest lawful rate. If the lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

26. Compliance with Law
Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

27. Final Agreement
This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further written agreement that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year written. LANDLORD: City of Lorain
By:
Witness Robert Fowler
Print Name: Safety/Service Director
Follow the Fish Art and Adventure Trails, LLC
By:
Witness Name.
Print Name: Title: