

**REAL PROPERTY LEASE AGREEMENT BETWEEN
THE CITY OF TOLEDO AND NEIGHBORHOOD HEALTH ASSOCIATION**

THIS LEASE AGREEMENT ("Lease"), made this _____ day of _____, 20__ by and between the **City of Toledo**, an Ohio municipal corporation, Department of Neighborhoods and Business Development, One Government Center Suite 2250, Toledo, Ohio 43604, ("**City or Lessor**") and **Neighborhood Health Association of Toledo, Inc.**, an Ohio non-profit corporation located at 313 Jefferson Ave, Toledo, Ohio 43607 ("**Tenant or Lessee**");

WHEREAS, pursuant to Ordinance No. ____ passed by the Council of the City of Toledo on _____ 20__ and Section 187.19 of the Toledo Municipal Code, LESSOR desires to lease city-owned real property located at 1 Aurora Gonzalez Drive, Toledo, Ohio 43609; and

WHEREAS, LESSEE desires to lease a portion of said premises for the purpose of providing free to low-cost medical, dental and specialty health care and/or similar community services for comprehensive plan for development of the community, and for no other purpose without the written consent of Lessor.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, it is agreed between the LESSOR and LESSEE as follows:

1. **Premises.** The LESSOR hereby demises and leases to LESSEE a portion of the real property known as Neighborhood Health Association of Toledo, Inc., located at 1 Aurora Gonzalez Drive, Toledo, Ohio, also known as and legally described more fully on "**Exhibit A**", incorporated by reference and attached hereto (herein referred to as the "**Leased Premises**" or "**Premises**").
2. **Condition of Premises.** LESSEE hereby accepts said Premises "as-is", in the condition it is at the commencement of the initial term hereof, subject to all defects therein, including environmental conditions whether known or unknown concealed or otherwise. LESSEE hereby acknowledges that LESSOR has not made any representations or warranties, either written or oral, express or implied, with respect to the conditions, suitability, or state of repair of the Premises. LESSEE agrees to defend, indemnify and save harmless the LESSOR from all liability in any way arising out of the use, occupation or condition of said Premises or any of the improvements thereon.
3. **Use of Premises.** The Leased Premises are to be used by LESSEE solely for carrying on program that promote the health, recreation, social and/or similar community services for community development including active adult activities and programming, and for no other purpose without the written consent of Lessor. The Leased Premises may be made available for rental to and use by members of the general public subject to Rules and Regulations attached hereto as "**Exhibit B**" at such times and for such events as are approved by Lessor or as required by Lessor. Lessee shall set, promulgate, collect and retain the rental fees for the facility. Before any fee schedule shall be put into effect, it shall first be submitted to the LESSOR for his/her approval, which approval shall not be unreasonably withheld. Rentals to the public shall be pursuant to the Rental Agreement attached hereto as "**Exhibit C**". Lessee agrees to use said Leased Premises only for the purposes set forth hereinabove, not to use or permit said Leased Premises to be used for any commercial purpose or for any purpose not compatible with those purposes. It shall be fully understood that there will be no possession or consumption of alcohol or illegal drugs and no illegal gambling (as defined in Toledo Municipal Code Chapter 517.02) permitted on the Leased Premises at any time. Lessee shall not charge membership dues or any other fees without LESSOR approval. LESSOR may utilize the Leased Premises and abutting improved

parking lot, if any, for its programs without the payment of any membership dues, fees, rental, charge and/or other sum to Lessee. The Lessor reserves the right to require the Lessee to waive off any membership dues, fees, rental, charge and/or other sum to any specific group the Lessor chooses. LESSOR shall have no responsibility for any improvements on the Premises related to Lessee related rental activity. LESSEE shall at all times comply with all applicable federal, state and local laws, ordinances, rules and regulations that may pertain to the Premises or its use of the Premises and LESSEE agrees that any violation of this covenant shall be grounds for immediate cancellation of this LEASE. LESSEE shall not commit, or suffer to be committed, any waste upon the Premises, or allow any public or private nuisance, nor shall LESSEE voluntarily create, cause, or allow to be created any debt, lien, charge or other encumbrance to be apportioned against the Premises leased hereunder.

4. **Term and Renewals.** This Lease shall commence on **January 1, 2023**, retroactively by consent of the parties, terminating on **December 31, 2024** ("**Initial Term**"); Lessee shall have the option to renew this Lease for one (1) additional term of five (5) years under the same or similar terms and conditions set forth herein commencing on the expiration of the Initial Term ("**Renewal Term**") subject to the consent of the Mayor. In addition, Lessee must provide LESSOR with prior written notice sixty (60) days before the expiration of the Initial Term or any Renewal Term. Either party hereto may terminate this Lease, at any time, regardless of the grounds therefore, by giving the other party ninety (90) days written notice of the intent to exercise this option.
5. **Rent.** LESSEE agrees to pay LESSOR Five Hundred Dollars (\$500.00) as annual rent during the Initial Term or Renewal Term, applicable, per year, payable annually, in advance, before January 31st of each year; rent for the year beginning 2023 shall be paid concurrently with the execution of Lease and payments shall be made to City of Toledo, Department of Economic Development, One Government Center, Suite 2250 Toledo, Ohio 43604 c/o Real Estate Division or wherever LESSOR may designate by written notice to Lessee per Lease.
6. **Maintenance and Repair.** LESSEE shall be solely responsible for the making of all repairs, performing any and all maintenance, and the payment of any and all costs or expenses in connection with the repair or maintenance to the Leased Premises, if the actual cost of each repair or maintenance is equal to or less than Five Hundred Dollars (\$500.00) per occurrence for year 1 of Term and One Thousand Dollars (\$1,000.00) per occurrence for year 2 of Term. In addition, LESSEE is responsible for complying with the Preventative and Routine Maintenance Policy, **Exhibit D**, incorporated by referenced, and attached. LESSOR is responsible for the making of, performance of, and the total payment for each repair or maintenance item that exceeds Five Hundred Dollars (\$500.00) per occurrence for year 1 of Term and One Thousand Dollars (\$1,000.00) per occurrence for year 2 of Term and all subsequent renewal terms. In addition, LESSEE is responsible for the removal of snow and ice from the sidewalks and parking areas on the Leased Premises, if any, and for the payment for the cost of such services, and; LESSEE is responsible for the timely removal of all refuse of any kind from the Leased Premises and for the payment for the cost of such service as well as any grass cutting. LESSEE acknowledges and agrees to be bound by the Preventive and Routine Maintenance Policy, attached as **Exhibit "D"**, and incorporated by reference. In addition, Lessee will be responsible for maintaining the Leased Premises in a clean, sanitary and healthful condition and will maintain the Leased Premises in, at a minimum, at least as good a condition as that which they are delivered at the effective date of this Lease. Said maintenance shall include regular cleaning of the Premises including the restrooms. The Lessee shall be responsible for identifying all necessary repairs and shall pay for such repairs up to the amount of Five Hundred Dollars (\$500.00) per occurrence for year 1 of Term and One Thousand Dollars (\$1,000.00) per occurrence for year 2 of Term. If any such repair can only be made at a cost in excess of Five Hundred Dollars (\$500.00), Lessee shall notify Lessor in writing of the necessity for the repair and shall permit Lessor to determine how and by whom such repair shall

be made. The Lessor shall have no financial obligation to the Lessee to Renovate the Leased Premises to accommodate a new or expanded use of the Leased Premises.

7. **Improvements and Alterations.** Before the construction of any structure, building or making any substantial improvements to, or modifications of, the Premises, ("**Improvements**") the LESSEE shall submit plans and specifications for the Improvements to LESSOR and LESSEE shall obtain LESSOR'S written approval for such Improvements, which shall not be unreasonably withheld. If the LESSOR has not raised any objections to the plans and specifications within sixty (60) days of receipt of such plans and specification, the LESSOR shall be deemed to have given its approval to the plans and specifications for such Improvements. LESSEE shall be solely responsible for all costs and expenses in connection with any Improvements or alterations to the Premises. Such Improvements shall at the termination of the Lease become the exclusive property of LESSOR with LESSEE hereby releasing all of its interest therein.
8. **Mechanics' Liens.** LESSEE agrees that it will pay or cause to be paid all costs for any Improvements or work done by it or caused to be done by it on the Premises; and will keep the Premises free and clear of all mechanics' liens on account of work done by LESSEE or persons claiming under it. LESSEE acknowledges that it has no authority from LESSOR to subject LESSOR'S fee estate to any lien, whether voluntary or involuntary, and that no mechanic, laborer or materialman claiming by, through, or under LESSEE shall ever be entitled to a lien on any estate other than LESSEE's leasehold estate. LESSEE is not the agent of LESSOR for any purpose and no one is entitled to rely upon any representation to the contrary. In the event that any lien caused by LESSEE does attach to the Premises, LESSEE will take immediate action to fully release such lien or liens.
9. **Casualty Loss.** If any building, structure, or other Improvements located on the Premises should be damaged by fire or other casualty, then LESSEE may, at its option, either (i) repair or reconstruct solely at its own cost or expense the buildings and/or Improvements to substantially the same or better condition than existed prior to the date of such casualty, or (ii) within ninety (90) days after the date of the fire or other casualty return possession of the Premises to LESSOR with all buildings, damage and debris removed from the surface of the Premises, in which event this Lease shall terminate, effective as of the date of such damage. As long as such proceeds are used for the sole purpose of repairing such damage to or reconstructing the Leased Premises, LESSEE shall be entitled to receive all insurance proceeds where it is a named insured and where such proceeds are payable as a result of any damage to the buildings or Improvements on the Premises occurring during the term of this Lease. Otherwise, such proceeds shall belong to LESSOR.
10. **Indemnification.**
 - a. The LESSEE shall defend, indemnify and hold harmless the LESSOR, its elected and appointed officials, officers, agents and employees from and against any and all losses, damages, judgments, claims or expenses, including all attorneys' fees whatsoever by reason of injury, including death, to any person or property, or loss or damage to property, arising in any manner or under any circumstance whatsoever from LESSEE'S (including its agents, contractors, vendors, employees, invitees, licensees, members or volunteers however known) use, occupancy, operations or other activities in connection with the use of the Premises, whether said injury or damage is suffered by LESSEE, LESSEE'S subtenants, agents, contractors, vendors employees, invitees, licensees, members or volunteers or any other person whomsoever seeks to hold the LESSOR or its elected and appointed officials, officers, agents and/or employees liable. It is understood and agreed that this indemnification

obligation is enforceable to the full extent permitted by Ohio Revised Code Section 2305.31, and shall survive the termination of this Lease.

- b. LESSEE shall take reasonable precautions for safety of and shall provide reasonable protection to prevent damage, injury, or loss to any agency, employee, invitees, licensees, member or volunteer of LESSEE or to any other person or persons or personal property on the Leased Premises or to any person or persons or personal property which may be affected thereby.
- c. In any and all claims against LESSOR by any agent, employee, member or volunteer of the LESSEE, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, LESSEE expressly waives the immunity provided to LESSEE by Article II, Section 35 of the Ohio Constitution and Ohio Revised Code Sections 4123.74 and 4123.741 so that this indemnification obligation may be enforced by the LESSOR against LESSEE in those instances.
- d. The indemnification obligation of LESSEE shall not be limited in any way by the insurance requirements set forth herein, but shall be separate from and in addition to those requirements. The LESSEE expressly understands that the insurance requirements outlined in this Lease are minimum requirements to be met under the Lease and do not in any manner represent any opinion of LESSOR that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the LESSEE, its agents or assigns. The indemnification obligation provided for herein shall survive termination of this Lease.

11. **General Liability Insurance.** LESSEE shall maintain in effect throughout the Initial Term and any extensions, renewals or holdovers thereof commercial general liability insurance in an amount of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and endorsed to include personal injury and contractual liability, premises/operations, products and completed operations. LESSOR, its elected and appointed officials, officers and employees shall be named as an additional insured (Form CG 20 11) under LESSEE's coverage as required above, it being understood and agreed as follows:

- a) Insurers shall have no right of recovery or subrogation against the LESSOR (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
- b) The clause "other insurance provisions" in any policy in which the LESSOR is named as an insured shall not apply to the LESSOR.

During the Initial Term and any extensions, renewals or holdovers, LESSEE shall obtain and keep in full force and effect, at its sole expense, workers' compensation insurance and commercial general liability insurance (with contractual liability endorsement), including personal injury and property damage in the amount of \$2,000,000 per occurrence combined single limit for personal injuries and death of persons and property damage occurring in or about the Premises, plus umbrella coverage of at least \$3,000,000 per occurrence. Such policies shall (a) name the LESSOR as an additional insured, (b) be in form reasonably acceptable to the LESSOR and issued by an insurance company licensed to do business in the State of Ohio with a Best's Guide Insurance Rating of AVII, or better, and otherwise acceptable to the LESSOR in its reasonable discretion, (c) provide that such insurance may not be canceled unless thirty (30) days' prior written notice is first given to the

LESSOR, (d) be delivered to the LESSOR by the LESSEE before the commencement of the Initial Term, and (e) provide primary coverage to the LESSOR and the additional insureds required hereunder regardless of whether there is any policy issued to the LESSOR or such additional insureds in which case the LESSOR'S policy or the policies of the additional insureds shall be excess over the LESSEE'S policies. The City of Toledo, its officials, officers and employees shall be named as additional insured, ISO from CG 20 10-(11 85), as amended or revised. This Policy shall not exclude by endorsement or otherwise, explosion, collapse and underground. The coverage shall contain a clause that states that the insured is required to procure and pay for any defense of claims, if necessary.

12. **Waiver of Subrogation.** The Policy shall contain a Waiver of Subrogation stating that the LESSEE and its agent or assigns, waive all rights against the City, its officials, officers, agents and employees for any general commercial liability loss, however caused.
13. **Certificates of Insurance.** Certificates of Insurance acceptable to the City, and naming the City as additional insured, shall be filed with the City prior to commencement of the lease. These certificates and the insurance policies required by this paragraph shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least (30) day's prior written notice has been given to the City. If any of the insurance coverage is required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.
14. **Condition Precedent.** The insurance provisions above shall be a condition precedent to the existence of this Lease; such insurance policies required to be obtained by LESSEE shall be submitted to the LESSOR for approval by its Department of Law and Risk Management Officer before this Lease shall take effect. The continued existence of such insurance shall be a condition precedent to the right of the LESSEE to use the Leased Premises as herein set forth.
15. **Insurance - All Risk Coverage.** LESSEE shall procure and maintain at all times during the term hereof, at its sole cost and expense, replacement cost (to the extent of at least eighty percent (80%) of such replacement costs) "All-Risk" coverage insurance on any Improvements, with standard exceptions. LESSEE shall furnish to LESSOR a certificate evidencing such coverage. Further, any policy required to be maintained under this Lease by either party may be maintained under a so-called "blanket policy" insuring other locations so long as the amount of insurance required under this Lease is not diminished thereby and the Premises are specifically scheduled on any such blanket policy. LESSOR, as owner of the property, shall be responsible to insure (or self-insure) the Leased property and any City-owned contents under its first party property program against loss by fire or other peril as is normally covered under an "all risk" insurance policy. The LESSEE shall be responsible for the first \$5,000 or any loss involving the leased property however caused.
 - a. **On Specific Contents:** The LESSEE shall be responsible to insure any contents of the building owned by LESSEE and any personal property owned by LESSEE or any other person or persons against such loss. The LESSOR shall have no liability or responsibility for non-City-owned items contained in and/or present in the Premises.
16. **Approval of Insurance Coverage.** LESSEE shall furnish LESSOR with a certificate or certificates of insurance (ACORD 25-S) and a copy of each additional insured endorsement in effect during the term of the Lease, any renewal, holdover, or extension. A copy of the policy or policies shall also be provided to LESSOR upon request. All insurance coverage required to be maintained by LESSEE shall be in such form and with such companies that are acceptable to the Director of the City's

Department of Law and the Risk Management Officer of LESSOR. Limits of all insurance coverages required to be provided by LESSEE shall be subject to re-negotiation during the term of this Lease.

17. **Mutual Waivers.** Each party hereto waives any and every claim which arises or may arise in its favor and against the other party hereto (or against any insurance company insuring the other party, by way of subrogation or otherwise) during the term of this Lease or any extension or renewal thereof, for any loss of or damage to, any building, structure, or the tangible property, or any of its property located within or upon or constituting a part of, the premises Leased to the LESSEE, whether or not covered by insurance, or any resulting loss of income, or losses under worker's compensation laws and benefits even though such loss or damage might have been occasioned by the negligence of such party, its elected and appointed officials, officers, agents, employees, members and volunteers; provided, however, that this limitation of liability shall only be applicable where such loss or damage or was required to be covered by such insurance pursuant to this Lease. Said mutual waivers shall be in addition to, and not in limitation of, any loss or damage to property or the parties hereto. Inasmuch as the foregoing waivers are intended to preclude a claim by way of subrogation (or otherwise) to any insurance company (or any other person), each party hereto agrees immediately to give each insurance company which may have an interest in this Lease, notice of said waiver and have such policy endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver. LESSEE acknowledges and grants LESSOR and its employees, contractors and agents (including its property conservation engineers) access to inspect the Leased premises at all reasonable times and agree that LESSEE will at its own expense immediately correct (or suspend if required) any deficiency noted in LESSEE's use, operation, equipment or otherwise as noted by the reports of such inspecting persons or by the LESSOR itself.

- 18) **Annual Report.** By January 31st of each year, Lessee shall furnish the City with an annual report setting forth a general accounting of the operations of the Lessee for the previous year, and without limiting the generality of the foregoing (collectively referred to as "**Annual Report**"), such report may include but not be limited to the following:

- A. The names and addresses of the members of its governing body, its officers and the principal administrative staff officers of the Lessee.
- B. A statement as to the nature and extent of the activities and programs carried out the preceding year.
- C. An itemized accounting of all receipts received and all disbursements made during the preceding year.
- D. Status of all insurance coverages required to be maintained by the Lessee hereunder.
- E. Lessee shall further submit to the Lessor such other data, reports and copies of records and documents relating to the operation of the facility as the Lessor may require such as IRS Form 990. Such data, reports, and copies of records and documents, shall upon submission, become the property of the Lessor.

The annual report is to be submitted to the CITY OF TOLEDO, ATTN: COMMISSIONER OF BUSINESS DEVELOPMENT, ONE GOVERNMENT CENTER, SUITE 2250, TOLEDO, OHIO 43606.

In addition, Lessee covenants to attend at least quarterly or more often as necessary meetings with Lessor

regarding conformity with permitted uses, lease compliance and other topics as may be determined within Lessor's reasonable discretion.

19. **Lessor Access.** LESSEE acknowledges and grants LESSOR and its employees, contractors and agents (including its property conservation engineers) access to inspect the Leased Premises at all reasonable times and agree that LESSEE will at its own expense immediately correct (or suspend if required) any deficiency reasonably noted in LESSEE's use, operation, equipment or otherwise as noted by the reports of such inspecting persons or by the LESSOR itself.
20. **Taxes.** It is recognized by the parties hereto that the premises leased hereunder are currently tax-exempt as publicly-owned property used exclusively for public purposes and that the premises are tax-exempt pursuant to Ohio Revised Code §5709.10. It is the intent of the parties that the Premises shall retain their exclusively public, non-profit character during the term of this Lease. In the event that any taxes are levied or assessed on the Premises that cannot be deemed tax-exempt, Lessee agrees to pay all such taxes that may be levied and assessed during the term of this Lease or any extension thereof.
21. **Utility Expenses.** LESSOR shall be responsible for payment of electric, gas and water and sewer utility charges for the Premises. LESSEE shall be responsible for the payment of any and all other utility charges for the Premises during the Term(s) of this Lease. LESSEE shall be responsible for the payment of telephone or telecommunication related expenses, including computer telecommunications, to the Premises during the Term of this Lease, if any. LESSEE shall be responsible for maintaining the telecommunication lines for the fire prevention/alarm system and any related expenses. Lessee agrees to provide alarm monitoring and security service of the Premises during the term of the Lease.
22. **Assignment or Sublease.** LESSEE shall not assign, transfer, sublease or surrender any of its rights and/or duties under this Agreement without first having obtained the prior written consent of the City. In any event, no assignment, sublease or transfer of this Lease, estate, or interest of LESSEE hereunder shall operate to release said LESSEE from the rents, agreements, and covenants of this Lease to be paid or performed by LESSEE.
21. **Surrender.** LESSEE shall surrender the Leased Premises at the end of the Term in as good a condition as at the commencement of this Lease, reasonable wear and tear accepted. It is agreed by the parties that any permanent Improvements made by LESSEE to the Leased Premises shall remain with the Premises at the termination of the Lease and shall be owned by and the exclusive property of LESSOR.
22. **Notices.** Any notice, demand or declaration required or which may be given pursuant to this Lease shall be in writing and shall either be served personally or sent by registered or certified mail, return receipt requested, with postage pre-paid and addressed as follows:

To Lessor: City of Toledo
 Department of Economic Development
 c/o Director of Economic Development
 One Government Center Suite 2250
 Toledo, Ohio 43604

With Copy to: City of Toledo
Department of Law
c/o Director of Law
One Government Center, Suite 2250
Toledo, Ohio 43604

To Lessee: Neighborhood Health Association of Toledo
c/o CEO
313 Jefferson Ave.
Toledo, Ohio 43607

23. **Miscellaneous.**

a. The Premises shall not be used for any unlawful purpose, or in any manner contrary to, or in violation of, the laws of the City of Toledo, Ohio, and all other rules and regulations and orders promulgated by lawful authority relating to the use of said Premises, nor in any manner use same so as to damage or injure any person, persons or property in or near the Premises.

b. LESSEE shall keep the Leased Premises, all Improvements thereon and appurtenances thereto in a clean, sanitary and healthy condition.

c. Subject first to a thirty (30) day written notice and cure period, which may include additional time as is reasonably necessary to cure such default so long as LESSEE diligently pursues such cure, if LESSEE shall fail to comply with any of the terms or conditions of this Lease or any notice given hereunder, or if a petition be filed by or against it, to have it adjudicated a bankrupt, or if a trustee or receiver shall be created or appointed to take care of its assets, or if it should abandon the Premises hereunder for a period of thirty (30) days, then or at any time thereafter, LESSEE'S rights hereunder shall terminate at the election of LESSOR and LESSOR may, at its option, enter into the Premises and take and retain possession thereof either with or without process of law.

d. Subject to the notice and curative provisions in the preceding section, LESSEE 's failure to comply with any of the covenants or conditions contained herein shall, at the option of LESSOR, void this Lease and render the same null and void and shall constitute grounds for forfeiture and ejection from the Premises.

e. All agreements and understandings of any character heretofore had between LESSOR and LESSEE are embodied in this instrument, and no changes shall be made herein, unless the same be made in writing and duly signed by the parties hereto in the same manner and form as this Lease has been executed.

f. LESSOR hereby covenants and agrees with LESSEE that if LESSEE performs all covenants and agreements herein agreed to be performed on LESSEE's part, LESSEE shall have at all times during the Initial Term or any extensions or renewals thereof, the peaceful and quiet enjoyment of possession of the Leased Premises without any manner of let or hindrance from LESSOR or any persons lawfully claiming said Premises.

g. The terms, conditions and provisions of this Lease shall inure to and be binding upon

LESSOR and LESSEE and their respective permitted successors and assigns.

- h. It is the intent of the parties hereto that LESSEE hereunder shall be legally considered as independent and that neither it or its officers, employees or agents shall, under any circumstances, be considered servants or agents of the City of Toledo, and that the City of Toledo shall at no time be legally responsible for any acts, omissions, or negligence on the part of said LESSEE, its officers, employees, servants or agents resulting in either personal or property damage to any individual, partnership, firm or corporation.
- i. LESSEE has the power to make, deliver, and perform this Lease and has taken and will take all necessary action or steps to otherwise authorize the execution of this Lease. The individual signing on behalf of LESSEE has the authority and power to execute this Lease.
- j. LESSEE covenants that it will maintain, extend and renew its corporate existence under the laws of the State of Ohio and all franchise rights and privileges to it granted and upon it conferred and will not do, suffer or permit any act or thing to be done whereby its right to transact its function might or could be terminated or its operations and activities restricted.
- k. Lessee acknowledges and grants the City and its representative's access to inspect the leased premises from time to time for personal purposes and at reasonable times. Further, Lessee will at its own expense immediately correct (or suspend if required) any deficiency noted in Lessee's use, operation, equipment or otherwise as noted in any report or by order of the City.
- l. Lessee agrees that it will supervise operation of any public restroom or facility located within or near Premises. Lessee will supply soap, paper towels and cleaning supplies with Lessee being responsible for cleaning of the facilities daily or more frequently, as needed.
- m. It is understood that Lessee, an Ohio non-profit corporation, has applied for tax exempt status or has received and holds a determination letter from the Internal Revenue Service stating that it is exempt as described in 501(c)(3) of the Internal Revenue Code. Should any taxes, assessments and/or other governmental charges, which if unpaid may by law become a lien upon the property of Lessor be levied against these Leased Premises, the prompt payment of same shall be the responsibility of Lessee.
- n. Lessee covenants that it will maintain, extend and renew its corporate existence under the laws of the State of Ohio and all franchise rights and privileges to it granted and upon it conferred and will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated or its operations and activities restricted.
- o. Parties acknowledge and agree that execution of Lease is contingent on City of Toledo Council approval.

IN WITNESS WHEREOF, the said LESSOR and LESSEE have hereunto set their hands to duplicates hereof on the day and year first above written.

LESSEE:

Neighborhood Health Association of Toledo, Inc.

By: *Doni Miller*
Doni Miller, CEO

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Before me, a Notary Public in and for Lucas County, Ohio personally appeared Doni Miller, CEO who acknowledged that he/she is fully authorized to sign said Lease; that this instrument is the voluntary act and deed of Neighborhood Health Association of Toledo, Inc. and that his/her signature appears hereon as his/her voluntary act and deed for the purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name at Toledo, Ohio, this 8th day of february, 2023.


Notary Public
State of Ohio
My Comm. Expires
November 21, 2027
NOTARY PUBLIC

LESSOR:
City of Toledo

By: _____
Wade Kapszukiewicz, Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Department of Law

Department of Economic Development

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Before me, a Notary Public in and for Lucas County, Ohio, personally appeared **Wade Kapszukiewicz, Mayor** of the City of Toledo, an Ohio municipal corporation, who acknowledged that he is fully authorized to sign said Lease; that this instrument is the voluntary act and deed of the City of Toledo; and that his signature appears hereon as his voluntary act and deed for the purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name at Toledo, Ohio, this _____
day of _____, 20_____.

NOTARY PUBLIC

*Jewel L. Rollen
Member Emeritus*

*Cordelia Martin
Community Health Center
905 Nebraska Ave.
Toledo, OH 43607*

*River East Community
Health Center
117 Main St.
Toledo, OH 43605*

*South Side Community
Health Center
732 South Ave.
Toledo, OH 43609*

*Daisy Smith Community
Health Center
430 Nebraska Ave.
Toledo, OH 43607*

*Mildred Bayer Clinic
for the Homeless
2101 Jefferson Ave.
Toledo, OH 43624*

*Huron Street
Medical Clinic
923 N. Huron St.
Toledo, OH 43604*

*Cordelia Martin
at Libbey
1250 Western Ave.
Toledo, OH 43609*

*Mayores Senior Center
2 Aurora Gonzales Dr.
Toledo, OH 43609*

www.nhainc.org

April 4, 2023

Ms. Carmen Watkins
Administrative Specialist 3
Economic Development
One Government Center, #2250
Toledo, OH 43604

Re: Space at One Aurora Gonzalez Dr.

Ms. Watkins.

It is the intention of the Neighborhood Health Association (NHA) to continue to use the space at One Aurora Gonzalez Dr. to provide free or low-cost medical, dental and specialty care to residents of the old south end.

NHA and its partners, the Toledo Clinic and the University of Toledo, Medical College, will focus clinic care on area Seniors. It is also our plan to provide medical care to the participants at the Believe Center, a community center adjacent to the clinic. We will work with the Believe Center to provide care to its program participants. We have also provided them with temporary use of two offices in our area that we will not need immediately.

With support from the federal government, NHA has provided medical care from this location for almost 40 years. We appreciate our continued partnership with the City of Toledo in pursuit of our mission to ensure that everyone has access to quality health care. After all, one measure of a great city can be found in the health of its citizens.

Thank you for your continued support.

Sincerely,



Doni Miller, CEO
Neighborhood Health Association
313 Jefferson Ave.
Toledo, Ohio 43607
(419) 720-7883, ext. 1034
dmiller@nhainc.org
www.nhainc.org



Exhibit A
Legal Description

Situated in Lot No. 17, River Tract 9, Town 3, United States Reserve, in the City of Toledo, Lucas County, State of Ohio, being a parcel of land more particularly bounded and described as follows:

Commencing at the point of intersection of the northerly line of "Betts' Addition", with the easterly line of said River Tract 9, said easterly line of River Tract 9 also being the westerly lien of "Thayer's Addition", Stahl's Subdivision" and the "Amended Plat of Oakland Addition", said point being the principal point of beginning.

Thence in a westerly direction along the said northerly line of "Betts' Addition", having an assumed bearing of North ninety degrees, zero minutes, zero seconds West (N 90° 00' 00" W), a distance of four hundred ninety and ninety-eight hundredths feet (490.98') to the intersection of a line drawn eleven and five hundredths feet (11.05') southeasterly of and parallel to the inside gauge of the most southeasterly rail and the most southeasterly track of the Grantor, as it now exists;

Thence North forty-seven degrees, twenty-six minutes, twenty seconds East (N 47° 26' 20" E) along the said line drawn eleven and five hundredths feet (11.05') southeasterly of and parallel to the inside gauge of the most southeasterly rail of the most southeasterly track of the Grantor, as it now exists, a distance of six hundred sixty-six and eighty hundredths feet (666.80') to the intersection of the said easterly line of River Tract 9;

Thence South zero degrees, one minute, ten seconds West (S 00° 01' 10" W) along the said easterly line of River Tract 9, a distance of four hundred fifty-one and one hundredth feet (451.01') to the principal point of beginning, and containing two and five hundred forty-two thousandths (2.542) acres of land, more or less.

Also, a parcel of land consisting of lots numbers twenty-one (21) to thirty-seven (37) inclusive in Betts' Addition in the City of Toledo, Lucas County, Ohio.

Also, all of vacated Howard Street and all of that part of vacated Solon Street lying southerly of the north line of Betts' Addition and northerly of the south lot line of lot number thirty-one (31) extended easterly to the south lot line of the lot number thirty-two (32), in Betts' Addition of the City of Toledo, Lucas County, Ohio;

Exhibit B
Rules and Regulations

- (a) The authorized representative who signs the any permit or agreement on behalf of Lessee must be a resident of Toledo and twenty-one years of age and shall accept full responsibility for the orderly conduct of the persons who attend the function and for any damage to city property.
- (b) Meetings of youth organizations (all groups under age 21) must be chaperoned by adults at the ratio of one adult to each ten youths.
- (c) A minimum of two off-duty or special police will be required at all open affairs.
- (d) There shall be no open dances or other affairs for which an admission or donation charge is required.
- (e) Reservations must be made no less than ten days prior to the date, and permits must be picked up within three days after reservation is called in, or there will be an automatic cancellation.

Exhibit C
Form of Rental Agreement

RENTAL AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that _____,
pursuant to its lease agreement with the City of Toledo, Ohio ("City"), grants to _____
("Renter") the temporary use of a facility
leased by the _____ from the City of Toledo known as the
_____, located _____ at
_____. Said use to occur
on _____ from _____ am/pm to _____ am/pm for the purpose of _____
_____.

IN CONSIDERATION OF the limited use granted hereby, Renter agrees to pay to the
_____, simultaneous with the execution of this Agreement,
the non-refundable sum of \$_____ representing the Minimum Rental Fee for the first four hours or
less of use plus a refundable Damage Deposit in the amount of \$100.00. Renter understands and hereby
affirms that he/she will pay an Additional Fee of \$_____ for each additional hour or part thereof
and that additional Costs incurred by the _____ Community Center or the City, including
but not limited to, costs of cleaning, repairing or replacing any items in or parts of the premises pursuant to
occupancy by Renter and that said damage deposit tendered in no way limits his/her liability to pay for any
such damage, replacement or repair.

In consideration of the use of the premises and facilities granted by the _____
Community Center and the City of Toledo, Renter agrees to indemnify and to save harmless and defend
any and all of those entities, including their elected and appointed officials, directors, officers, employees,
servants, and agents, from an against all claims, suits, damages, costs, losses and expenses by reason of
injury including death to any person or property arising in any manner or under any circumstances
whatsoever from or connected with Renter's occupancy, activities and use of the facilities. Said
indemnification shall include but not limited to worker's compensation claims and any other claims by
employees, servants and agents of Renters, any and all claims by invitees of those persons, and any and all
claims by any other person or persons seeking to hold the _____ Community
Center and/or the City of Toledo, including their elected and appointed officials, directors, officers,
employees, servants and agents liable.

RENTER HEREBY AGREES that, at all times during which his/her use of the premises shall be in effect,
he/she will:

- (1) comply with all applicable laws and regulations of the _____ Community Center,
the City of Toledo, the State of Ohio and/or any other public authority, and any rules and regulations
set by the City of Toledo, and its' departments and divisions;
- (2) permit no use of alcohol, controlled substances, gambling or other illegal activity to occur on the
premises;
- (3) Be solely responsible for set-up and clean-up and to return the premises to the same condition found
at the beginning of the period of authorized use;

- (4) thoroughly clean the kitchen after use and remove all trash to the rubbish receptacle on the premises;
- (5) reimburse the _____ Community Center and/or the City for the cost of repair or replacement for any damage to the community center property or City of Toledo property; and
- (6) provide adequate security, chaperones, and supervision during his/her occupancy, pursuant to Toledo Municipal Code Section 953.13, as applicable, attached hereto as "Exhibit 1" and made a part hereof.

IT IS UNDERSTOOD AND AGREED:

- (1) that Renter may not assign this Agreement or any of his/her duties hereunder;
- (2) that all information supplied by the Renter pertaining to the number of people attending, the purpose and nature of the function and any additional stipulations as agreed to and appearing in this Rental Agreement, must be factual. Any misrepresentation by the Renter regarding this information shall constitute sufficient cause for the immediate termination of his/her right to occupy the premises on the stated rental date and shall result in the forfeiture of all monies paid to the _____ Community Center for this occupancy; and
- (3) that the City may revoke this Agreement at any time without prior written notice to Renter, in which case the _____ Community Center shall refund to Renter the unearned portion of the Minimum Rental fee. If the same shall be for cause, no refund will be forthcoming to Renter by the _____ Community Center.

ANY NOTICE, REQUEST, DEMAND, APPROVAL OR CONSENT GIVEN OR REQUIRED TO BE given under this Agreement shall be in writing and shall be deemed to have been given when delivered in person or if mailed, on the third (3rd) day following the day on which the same shall have been mailed, if intended for the _____ Community Center, to: _____ and, if intended for Renter, to:

[REST OF PAGE LEFT INTENTIONALLY BLANK]

Either party may at any time change its address for the giving of notice by sending a notice to the other party stating said change and setting forth the new address.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby and as a voluntary act, have executed this Agreement as of the _____ day of _____ 20____.

THE _____
COMMUNITY CENTER

RENTER

BY: _____

BY _____

(Printed Name)

(Printed Name)

DATE: _____

DATE: _____

Exhibit D
PREVENTATIVE AND ROUTINE MAINTENANCE POLICY

Purpose of Policy

The primary purpose of this Policy is to outline preventative maintenance to ensure a safe and healthy environment for occupants and minimize the need for costly improvements in the future. The intent is to provide a clear policy that outlines responsibilities of the Lessor and Lessee that are in addition to the responsibilities identified in the Lease Agreement. Lessor will conduct a routine annual preventative and routine maintenance inspection of the subject property to assess the condition of the subject property.

In order to provide a safe environment for Lessee, visitors, employees, and others, preventative and routine maintenance procedures have been implemented. In coordination with Lease, this policy promotes the maintenance of Premises, its fixtures and any equipment and other city property so that it remains in a state of good repair and condition. In addition, routine inspections, which shall be conducted at the discretion of Lessor, promote safety throughout the Premises and aid in keeping fixtures and equipment in good working order and operating in accordance with manufacturer's guidelines. Regular inspection, testing, and replacement or repair of equipment and operational systems contribute to preservation of the city assets.

Preventive maintenance (PM) is the care and servicing by Lessee and/or Lessor and his agents for the purpose of maintaining Premises, fixtures, equipment and facilities in a satisfactory operating condition by providing for systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects. Maintenance includes tests, measurements, adjustments, and parts replacements that are performed specifically to prevent faults from occurring.

Lessee Responsibility

In accordance with Lease, Lessee is responsible for the following preventative and routine maintenance and associated expenses. Lessee shall conduct all necessary maintenance and repairs in a timely manner to ensure the productive and useful life of the facility.

These include but are not limited to the following:

- Service schedule for heaters, furnaces, air conditioning units, fire extinguishers, smoke alarms, refrigerators, stoves and other appliances, water heaters, water/gas line inspections;
- Minor Plumbing;
- Minor HVAC, air conditioning and furnace filter replacement, annual servicing or furnace, air conditioning, air handler and exhaust fans;
- Life Safety Systems – LESSEE will be responsible for scheduling inspection, servicing and testing of: fire extinguishers, fire alarms, emergency lighting, smoke detectors, carbon monoxide detectors, sprinkler systems and other life safety systems including a conspicuous emergency exit plan policy;
- Weatherization items;
- Appliance servicing;
- Minor electrical, interior and exterior light bulb replacement including emergency lighting;
- Ice machines;
- Ventilation ducts, including clothes dryer ducts;
- Electronic doors;
- Cement cracks;
- Signs, including lighting;

- Generators;
- Sprinkler systems;
- Wiring and electrical outlets;
- Emergency lighting;
- Drains and gutters;
- Storage areas;
- Refrigerators and freezers;
- Mechanical ventilation systems;
- All ceiling fans;
- Utility and housekeeping storage areas, including all chemicals;
- Areas behind large equipment, such as refrigerators, stoves, washers, dryers, and fans;
- Vandalism: repairs as a result of any vandalism on Premises.
- Janitorial;
- Painting;
- Drywall patching;
- Pest control;
- Windows, screens
- Walls
- Doors and door frames
- Paint/wall coverings
- Flooring
- Condition of flooring
- Torn or missing flooring
- Cove base integrity
- Cleanliness of flooring
- Cable TV;
- Internet services;
- Elevator inspection;
- Lawn maintenance, snow and ice removal, leaf removal, flower planting, landscaping maintenance, gutter cleaning, weeds and debris removal;
- Door and window locks secure;
- Sanitation services – trash and recycling removal;
- Leaks and water damage assessment;
- Caulking and grout maintenance (showers, bathrooms, etc.)

Procedures:

- Scheduling
 - Lessee must conduct an annual inventory of all equipment on or before January 31 and document planned preventive maintenance, repair anticipation and any long-range replacement plans with Lessor.
 - Based on the inventory, a calendar will be developed to guide PM by Lessee in completing timely servicing and maintenance of all relevant equipment, fixtures, and Premises. The calendar should list the PM due on a daily, weekly, monthly, and annual basis.
 - Assessed fixtures and equipment includes items owned by Lessor, or supplied by a third party.
 - The Preventive Maintenance is completed in accordance with the defined procedure. When manufacturer's guidelines are available, PM is completed in accordance with the manufacturer's guidelines
- Record Keeping

- A separate file or tabbed section of a notebook is designated for each piece of equipment requiring PM. Cover material will include the maintenance procedure for each fixture or piece of equipment, as well as any instructional manuals. The required parts and material list will also be noted
- The file or tabbed section includes a fixture/equipment-specific log to document maintenance completion. The record notes whether PM is provided and whether any problems in servicing were identified. If problems are identified, the corrective action taken is recorded
- In the event that maintenance cannot be completed, the reason is noted along with the action plan for completion
- Records are retained for five (5) years unless a different requirement has been established by state/federal regulations and statutes
- Inspections
 - A schedule is developed to delineate all inspections that are to be completed on a regular basis. Inspections verify that all equipment and furnishings are in working order, aesthetically pleasant, clean and free from safety hazards
- Work Orders and Service Requests
 - A system for work orders is established between Lessee and Lessor that provides rapid communication regarding any equipment problems.
 - The work order system includes documentation of:
 - The problem;
 - Date the problem was identified;
 - Who was notified;
 - Correction action (servicing, repair or replacement);
 - Completion date.

Lessor Responsibility

City's responsibility shall be in accord with Lease, and to assist in coordinating compliance with Policy.