

LEASE AGREEMENT

By and Between

**The Board of Trustees of the Cleveland Heights-University Heights Public Library
("Landlord" or "Library")**

and

The Cleveland Modern Dance Association dba DANCECleveland ("Tenant")

NSA
5/24/2024

29th NSA

THIS LEASE AGREEMENT (the "*Lease*"), is made effective as of the 29th day of April 2024 (the "*Effective Date*") by and between THE BOARD OF TRUSTEES OF THE CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS PUBLIC LIBRARY ("*Library*") as landlord, pursuant to the authorizing resolution duly adopted by the Board of Trustees on December 19, 2022, and The Cleveland Modern Dance Association dba DANCECleveland ("*Tenant*"), an Ohio nonprofit corporation exempt from taxation under Section 501(c)(3), as tenant (each, a "*Party*" and together, the "*Parties*"). This Lease Agreement replaces and supersedes any and all prior agreements between Library and Tenant with respect to the Premises, Building, and Property, as those terms are defined below.

Recitals

- A. Library owns certain real estate located at 2843 Washington Boulevard, Cleveland Heights, Cuyahoga County, Ohio, referred to in the Cuyahoga County Fiscal Office as Permanent Parcel Number 684-14-001, and commonly known as the Coventry PEACE Building (the "*Building*") and Coventry PEACE Park (the "*Park*") (the Building and Park, collectively, the "*Property*").
- B. Tenant desires to lease certain space within the Building (the "*Premises*", as hereinafter defined) from Library for the purpose of general office activities and related uses.
- C. Library agrees to lease to Tenant, and Tenant agrees to lease from Library, the Premises according to the terms and conditions set forth in this Lease.

Agreement

In consideration of the mutual benefits to be derived, the Parties hereby agree as follows:

- 1. **Premises.** The certain space defined herein as the "*Premises*," is that portion of the Building designated as Suite 117-G in Exhibit A to this Lease, consisting of approximately 973 square feet on the Main Floor of the Building. Until such time that Library delivers the Premises to Tenant (as more fully set forth in Section 9 below), Tenant shall be permitted to occupy Suites 117-C and 117-D designated on Exhibit A, consisting of approximately 749 total square feet on the Main Floor of the Building, as its "*Temporary Premises*", under the same terms and conditions of this Lease relating to the Premises.
- 2. **Common Areas and Parking.**
 - a. During the Term, Tenant and Tenant's agents, employees, customers and invitees shall have a non-exclusive license to use, at no additional charge, in common with Library and Library's tenants and the agents, employees, customers and invitees of each, the Common Areas (as defined below) of

the Building, subject, however, to applicable Building rules, regulations and security measures. Library may, at its sole discretion, change the location of, or close or modify portions of the Common Areas so long as such actions do not materially impair Tenant's access to the Premises.

- b. Library hereby covenants and agrees that Library will provide 24-hour ingress and egress to the Building and the Premises and ingress and egress between the parking area and a public street and that Library will maintain such ingress and egress in good repair. Library also covenants and agrees to allow parking on the Property for the non-exclusive use of Tenant and Tenant's agents, contractors, employees, patrons and visitors, in common with Library and its employees, agents, contractors, tenants and invitees.

3. Certain Definitions.

- a. **"Building"** means the primary structure owned by Library and located at 2843 Washington Boulevard, Cleveland Heights, Cuyahoga County, Ohio, referred to in the Cuyahoga County Fiscal Office as Permanent Parcel Number 684-14-001, and commonly known as the Coventry PEACE Building, as more particularly described on Exhibit A.
- b. **"Property"** means the land owned by Library and located at 2843 Washington Boulevard, Cleveland Heights, Cuyahoga County, Ohio, referred to in the Cuyahoga County Fiscal Office as Permanent Parcel Number 684-14-001, including both the Building and the Park, as more particularly described on Exhibit A.
- c. **"Common Areas"** means the areas of the Building that are designated for use in common by all tenants of the Building and their respective employees, agents, customers, invitees and others and includes, without limitation, the lobbies, vestibules, stairways, corridors, common restrooms, elevator(s), driveways, parking areas and landscaped areas in or about the Building, and other common use and services areas as such areas may be modified from time to time by Library, and more particularly described in Exhibit A.
- d. **"Insurance Costs"** means the costs of any and all insurance maintained by Library, not specifically described in this Lease, with respect to the Building (including, without limitation, commercial general liability insurance and commercial property insurance), in amounts and with coverages and deductibles as determined by Library, in its sole discretion.
- e. **"Operating Costs"** shall include, without limitation, all costs, expenses, fees, and charges incurred by Library in operating, maintaining, managing,

equipping and repairing the Building and Common Areas in compliance with all Applicable Legal Requirements and further including, without limitation, exterior building maintenance; parking lot maintenance; cleaning; snow removal; landscaping; security services; all utilities attributable to Common Areas; fire alarm monitoring, if any; sprinkler repair and testing; insurance costs not otherwise provided for in the Lease; cleaning or janitorial services and trash and debris removal, if provided; supplies, sundries; management fees; sales or use tax on supplies or services; costs of wages and salaries of all persons engaged in directly performing any of the foregoing, pro-rated on the basis of the amount of time spent (including expenses relating to employee benefits and taxes); and legal and accounting expenses.

- f. **"Applicable Legal Requirements"** means all laws, statutes, ordinances, codes, orders, principles of common law, permits, judgments, directives and other requirements imposed by federal, state, municipal and other governmental authorities having competent jurisdiction over the subject matter, including, without limitation, applicable environmental laws.
- g. **"Taxes"** means the cost of all real estate taxes, charges and assessments, levied or assessed for a calendar year upon and against the tax parcel of which the Premises are a part, including, without limitation, all reasonable expenses incurred in connection with successfully contesting or disputing the amounts of such Taxes or the values on which such Taxes are based or the eligibility of the Premises or of the tax parcel for exemption, including attorneys' fees and appraisal fees.

- 4. **Security Deposit.** Concurrent with its execution and submission of this Lease, Tenant shall deposit with Library and thereafter until the termination of this Lease, shall maintain on deposit with Library, without Tenant having any right to interest, the equivalent of one month's Base Rent for the Premises (as hereinafter defined) as a security deposit ("*Security Deposit*") for the full, prompt, and faithful performance by Tenant of all of its obligations hereunder. The Security Deposit or any portion thereof may be applied by Library toward the curing of any Tenant default that may exist, without prejudice to any other remedy or remedies which Library may have on account thereof, at any point during or subsequent to the Term (or any holdover or extension thereof) of this Lease. Upon such application, Tenant shall pay Library, on Library's demand, the amount so applied which shall be added to the Security Deposit so the same will be restored to its original amount. If Tenant faithfully performs all of the covenants and agreements in this Lease contained on the part of Tenant to be performed, the

Security Deposit, or any then-remaining balance thereof, after deductions are made by Library for any amounts due and owing or for damages, shall be returned to Tenant, without interest, within thirty (30) calendar days after Tenant vacates the Premises, provides Library with written notice of Tenant's having vacated the Premises, returns all keys, fobs, and other means of access to the Building and the Premises, and a written request for return of any remaining Security Deposit.

5. **Term.** The term (the "*Term*") of this Lease shall commence on May 1, 2024 (the "*Start Date*") and end after a term of twenty (20) months on December 31, 2025 (the "*End Date*"), unless otherwise extended as provided herein. *NAH*
6. **Rent.** Tenant shall pay all rent to the following address: 1501 Euclid Avenue, Suite 200, Cleveland, Ohio 44115, or to such other agent or address as Library may designate in writing to Tenant from time to time. All rent shall be made payable to "Coventry Peace Building" or "PSF Management". If rent is payable for a partial calendar month, such rent shall be prorated. Library shall not be required to accept any payments if Tenant is in default of this Lease. All accrued and unpaid rent shall survive the Term (or any holdover or extension thereof) and remain an obligation of Tenant.
 - a. **Base Rent.** During the Term, Tenant shall pay Library annual Base Rent for the Premises (or Temporary Premises, as applicable) at a rate of \$6.00 per square foot. For the purposes of this calculation, Tenant's square footage shall be the sum of all square footage listed and set forth in Section 1 of this Lease in the definition of the Premises (or Temporary Premiss). Payments of Base Rent shall be made in advance, on the first day of every month, without demand, deduction or set-off, on a monthly basis with one twelfth (1/12) of the Base Rent due each month.
 - b. **Additional Rent.** In addition to the Base Rent, Tenant shall pay as "*Additional Rent*" the sums specified as "additional rent" under this Lease and all other charges and fees as provided for in this Lease or in any other agreement or writings between Library and Tenant. All payments of Additional Rent shall be made with and on the same terms as Base Rent, unless other terms are expressly set forth in this Lease.
 - c. **Late Fees and Other Charges.** Tenant shall pay to Library a late fee equivalent to five percent (5%) of the monthly Base Rent installment for each month in which Tenant's payment of any Rent (or part thereof) owed under this Lease is late. If Library is required to process a check from Tenant that has been returned by the bank due to any act or omission of Tenant, Library shall be entitled to immediate payment by Tenant of a handling charge of \$50.00, in addition to any late payment charges and arrearages.

- d. **Additional Rent for Taxes and Assessments.** Tenant shall pay, as additional rent, any and all Taxes (as defined above) attributable specifically to the Premises or arising from Tenant's use of the same or from Tenant's breach of its obligations under Section 11 of this Lease. Library shall issue a statement to Tenant contemporaneous with the dates on which any such Taxes are due and payable to the applicable taxing authority. Such statements shall indicate the amount of the Taxes for which Tenant is responsible under this Lease, and Tenant shall pay such amounts to Library within thirty (30) days of receipt of Library's statement.
- e. **Additional Rent for Operating Expenses.** During the Term, Tenant shall pay Library, as additional rent, annual Operating Expenses for the Premises (or Temporary Premises, as applicable) at a fixed annual rate of \$4.25 per square foot. As with Base Rent, for the purposes of this calculation, Tenant's square footage shall be the sum of all square footage listed and set forth in Section 1 of this Lease in the definition of the Premises (or Temporary Premises). Such Operating Expenses will cover and include Tenant's share of utilities (including wi-fi internet service) for the Premises and Tenant's pro rata share of the following: common utilities serving the Building, Library's insurance costs for the Building, custodial and janitorial services, security system maintenance, and common area maintenance and services that Library is required to provide under this Lease.
- f. **Right to Discontinue Service.** If Tenant fails to pay, when due, the specified additional rent for Operating Expenses, Library shall have the right, after ten (10) business days written notice to Tenant, to cut off, discontinue, or otherwise limit any utility or other service furnished by Library to Tenant or the Premises, whenever and during any period for which such additional rent for Operating Expenses remains unpaid by Tenant beyond the due date and any applicable cure period. No resulting discontinuation shall be deemed an eviction or render Library liable to Tenant for damages or relieve Tenant from its obligations under this Lease.
- g. **Limitation of Liability.** In no event shall Library be liable for any interruption or failure of the supply of any utility or utilities or other services covered as Operating Expenses, nor shall any such interruption entitle Tenant to any rent abatement or lease termination, unless such interruption or failure in supply of any utility or utilities or services is caused by the gross negligence or willful misconduct of Library or Library's employees or agents.

7. **Immediate Occupancy.** At and after the Effective Date, Tenant shall have the right to access and occupy all or any portion of the Temporary Premises under this Lease, without any interference or prior consent by Library, for the uses contemplated herein. The Parties agree that, as of the Effective Date, the Parties shall be subject to all the terms and conditions of this Lease and agree that this Lease is a binding and legal agreement, fully enforceable by either Party in the event of a breach by the other Party. Following Library's delivery of the Premises to Tenant as set forth in Section 9, Tenant shall surrender the Temporary Premises to Library as set forth in Section 28 below.
8. **Library's Improvements.** The parties acknowledge that Library is currently making the following repairs and improvements to the Premises as of the Effective Date: replace stained and/or damaged ceiling tiles; seal gap between floor and wall where settling has occurred and level floor to ready for carpet installation; professionally clean remaining carpet. Library reserves the right at its own expense to make such additional improvements, alterations, renovations, and repairs to, in and about the Common Areas and other portions of the Property as Library deems desirable or necessary; provided that such additional improvements, alterations, renovations or repairs do not unreasonably interfere with or impede upon Tenant's occupancy and use of the Premises.
9. **Condition of Premises; Delivery of Possession.** Library shall deliver the Temporary Premises on the Effective Date. Library shall not be obligated to make any improvements to the Temporary Premises. Library shall deliver the Premises to Tenant following completion of Library's Improvements. The taking of possession of the Premises (or Temporary Premises) by Tenant shall be conclusive evidence that said Premises and the Building are in good and satisfactory condition at the time of such taking of possession and that Tenant accepts the Premises "AS IS". Tenant acknowledges that neither Library nor any broker, agent or employee of Library has made any representation or promise with respect to the Premises or the Building except as expressly set forth herein, and no right, privilege, easement or license is acquired by Tenant except as expressly set forth in this Lease.
10. **Tenant Alterations.** If Tenant desires to do any work in or to the Premises ("*Tenant's Work*") to improve or otherwise alter the Premises for Tenant's use, including adding or replacing any existing carpet, Tenant shall first submit plans and specifications to Library and obtain Library's approval of such Tenant's Work in writing. Library shall have sole discretion to determine whether or not to approve any proposed Tenant's Work, but such approval shall not be unreasonably withheld or delayed. Tenant shall not commence any construction in the Premises until Library has approved said plans and specifications and until

Tenant has provided Library with the necessary permits. Tenant agrees to revise submitted plans and specifications in accordance with Library's comments and requirements, and Tenant shall submit to Library's reasonable supervision of such work. All Tenant's Work shall be performed at Tenant's sole cost and expense, and in conformance with plans and specifications as approved by Library. Tenant's Work shall be done in a good and workmanlike manner in conformity with all Applicable Legal Requirements. Library may, as a condition of approving any Tenant's Work, require that upon Tenant's vacation of the Premises, Tenant shall remove or undo such work and restore the Premises to the conditions present prior to the commencement of Tenant's Work.

11. Permitted Use. Tenant warrants that the Premises shall be used solely for the following purposes: general office and related uses. Tenant further warrants that its use and activities conducted in the Premises and the Building will be in furtherance of tax-exempt non-profit purposes as the same are defined under both Federal (specifically those permitted under 26 USC § 501(c)(3) and its supporting regulations) and State law. Tenant shall not engage in any business or permit any use of the Premises which is forbidden by law, ordinance, or government regulation, which may invalidate any policy of insurance carried on the Building or Property or covering its operation, or which creates a fire hazard or nuisance. Tenant shall occupy, use, and operate the Premises subject to, and in accordance with, all laws, rules, regulations, ordinances, restrictions and any certificate of occupancy, and all rules and regulations for the Building established by Library from time to time. Tenant shall not operate, nor use, occupy, permit or suffer, the Premises or any part thereof to be used or occupied for any unlawful or illegal business, use or purpose, nor for any purpose or in any way in violation of any present or future laws, ordinances, requirements, orders, directions, rules or regulations or the certificate of occupancy. Tenant shall not use or permit any part of the Premises of the Building to be used for (i) any gaming, gambling, or similar activities, (ii) any purposes inconsistent with those limitations set forth under 26 USC § 501(c)(3) and its supporting regulations, or (iii) for any purposes that could, in Library's reasonable opinion, cause all or a portion of the Building or Property or its operations to become subject to real estate or other taxes. Library may require Tenant to provide evidence of its recognition and status as a tax-exempt nonprofit organization, as applicable.

12. Use of Common Areas.

- a. **Generally.** Tenant shall have the nonexclusive right to use, in common with Library and other occupants, and the agents, employees, invitees of each, the Common Areas, subject to the rights of other occupants and Library's rules and regulations which may subsequently be adopted, governing the

use and occupancy of the Common Areas. Tenant shall be responsible for and shall expeditiously repair any damage caused to the Common Areas as a result of use thereof by Tenant, Tenant's agents, employees, and invitees.

- b. **Rental of Common Area for Events.** Tenant shall have the nonexclusive right to rent the Common Area at an hourly rate of \$10 per hour, provided the date is available and the request complies with all Library rules and regulations for use of common space established by Library from time to time. Library shall establish a Common Area rental scheduling system and applicable billing process (adding the month's total cost to the next month's rent invoice). Notwithstanding the foregoing, Tenant shall have the right to one (1) free use per month for an event rental of up to six (6) hours. Tenant's free use opportunity expires at the end of each month, and may not be combined with or extended to another month's free use.
- c. **Outdoor Areas.** Tenant shall have the nonexclusive right to use areas outside the Building at the Property at no additional cost, provided that the date is available. All outdoor events must be scheduled through Library's Coventry Branch, and must comply with standard Library rules and regulations for use of outdoor areas established by Library from time to time.

13. Other Restrictions. Tenant shall comply with all Applicable Legal Requirements and all rules and regulations for the Building and Property established by Library from time to time. Library shall have the right to amend such rules and regulations from time to time in any reasonable manner that it deems necessary or desirable in order to ensure the safety, care, proper maintenance and cleanliness of the Building. If any of Tenant's operations produce gases, vapors, odors, smoke, residuary material or noise unreasonably disturbing to Library or the other tenants of the Building, Tenant will, on Library's written request, immediately cease such operation until proper ventilating or other apparatus to eliminate such disturbances is installed by Tenant in accordance with Section 10 (Tenant Alterations). Library shall have the sole discretion in determining whether Tenant's cessation or installation of apparatus sufficiently eliminates such disturbances.

14. No Liens. Tenant shall not mortgage or otherwise encumber or allow to be encumbered its interest in the Premises. If any mortgage, lien or other encumbrance (an "*Encumbrance*") is filed against the Premises or Building due to an action or inaction of Tenant or its agents or representatives, Tenant shall dismiss or bond against such Encumbrance within fifteen (15) days after the filing. If Tenant fails to remove such Encumbrance within such fifteen (15) day period,

Library shall have the absolute right to remove such Encumbrance by any appropriate means, including, without limitation, payment of such Encumbrance, in which event Tenant shall reimburse Library, as additional rent, all costs expended by Library, including reasonable attorneys' fees, in removing such Encumbrance. Library's rights under this Section shall be in addition to any remedies that either Library or Tenant may have available to them at law or in equity.

15. **Hazardous Materials.** Tenant shall not cause or permit within the Premises or Building the escape, disposal, release or use of any biologically, chemically active or other hazardous or toxic substances, materials or wastes (collectively, "*Hazardous Substances*") without obtaining the prior written consent of Library, which consent may be withheld in Library's sole discretion. If Library permits any Hazardous Substances to be used, Tenant shall manage such Substances in accordance with all Applicable Legal Requirements. Upon termination of the Term, Tenant shall remove all Hazardous Substances generated by Tenant from the Premises or Building. Library shall have the right to inspect the Premises with regard to the management and disposal of Hazardous Substances at all reasonable times during the Term. Tenant shall indemnify and hold Library harmless from any and all losses, costs, damages, liabilities, judgments, penalties and expenses (including reasonable attorneys' fees) resulting from any Hazardous Substances generated, used or placed on or about the Premises, or the Building by Tenant, its agents, employees, contractors or invitees. The provisions of this Paragraph shall survive the termination of the Lease.
16. **Signage.** Library may, at Library's sole cost and expense, install a new exterior common sign for the Building indicating the tenants inside. Tenant shall be permitted to install, at Tenant's sole cost and expense, individual signage near the exterior entry doors of the Building, subject to the same terms and conditions governing Tenant's Work set forth in Section 10 (Tenant Alterations) above.
17. **Library Obligations.**
 - a. **Maintenance and Repair.** Library shall, at Library's sole cost and expense, maintain and make all necessary repairs and replacements to the exterior structure of the Building (including the exterior walls, windows, roof, gutters, downspouts and foundations) and interior structural supports, so as to keep same in good and tenantable condition. This obligation includes maintenance and repair of common mechanical equipment (including elevators and HVAC systems that serve the Common Areas and/or multiple premises within the Building) and common water, sewer and sprinkler lines and fixtures, up to the point of connection where they begin

to exclusively service the Premises. Library shall be responsible to maintain a regular maintenance schedule on any HVAC unit(s) serving the Premises and will be responsible for any repairs or maintenance on such unit(s). Library shall make repairs and replacements and perform maintenance and custodial service necessary to maintain the Common Areas in good order and repair, including interior and exterior common areas and lighting, driveways, sidewalks and parking areas. Library's obligation includes snow and ice removal and ground maintenance (i.e., lawn mowing, weed control, etc.) for areas adjacent to the Building.

- b. **Operating Costs.** Except as otherwise provided in this Lease, Library shall be responsible for Operating Costs, as the same is defined in Section 3.
- c. **Repairs for Tenant Damage.** Except for items addressed in Section 18 of this Lease, any and all loss, injury or damage to the Premises or Building caused, directly or indirectly, by Tenant or its agents, contractors, employees and invitees, including, without limitation, individuals and persons making deliveries to or from the Premises, shall be repaired by Library, at the sole and reasonable expense of Tenant. Payment of the cost of such repairs by Tenant shall be immediately due and payable as additional rent upon Library providing Tenant with evidence of such costs.
- d. **Library Damage.** Library shall be liable for damage to Tenant's property located in the Premises directly caused by the grossly negligent or willful acts or omissions of Library's or its employees in carrying out Library's responsibilities under this Section.
- e. **Limitation.** Tenant shall hold Library harmless for interruptions to Tenant's operations caused by weather, power outage, or other circumstances not directly within the Library's reasonable control.

18. Tenant Repair Obligations.

- a. **Generally.** Except for items of repair which are defined in this Lease as the responsibility of Library, Tenant shall keep the Premises, including, without limitation, interior walls, ceilings, and floors, and any fixtures, facilities, or equipment installed by or belonging to Tenant, in good condition and repair. Tenant shall keep the interior of the Premises clean, free from debris and fire hazards, and shall not permit any waste, damage, or injury to the Premises. Tenant shall also replace, as necessary, all electric light lamps, bulbs and/or tubes and ballasts exclusively serving the Premises.

- b. **Tenant Damage.** Tenant shall promptly and at Tenant's sole expense repair any damage to the Building, to the Property, or to Library's property in the Building that is directly caused by Tenant, its employees, agents, or invitees in carrying out Tenant's responsibilities under this Section. Tenant shall ensure any repairs and replacements under this Section are completed in a workmanlike manner and in compliance with all Applicable Legal Requirements.
- 19. **Tenant's Operating Costs/Relationship of Parties.** Tenant shall pay all costs associated with the Tenant's operation, use, maintenance, and repair of the Premises throughout the entire duration of this Lease, other than those expressly identified in this Lease as being the responsibility of Library. Tenant is not an agent, employee, partner, joint venturer, or franchisee of Library, and shall at all times be and remain an independent contractor with respect to all activities performed under this Lease.
- 20. **Indemnification and Subrogation.**
 - a. Subject to clause (b) below, and unless explicitly stated otherwise in this Lease, Tenant shall indemnify, defend and hold Library, and its members, officers, agents and representatives, harmless from and against any cost, claim, damage, liability or expense (including attorneys' fees), whether to person or property, incurred by or claimed against Library, directly or indirectly, as a result of or in any way arising from Tenant's breach of any covenant of this Lease, Tenant's use and occupancy of the Premises, Tenant's use or occupancy of any equipment, facilities, or property in or about the Building or in any other manner that relates to the business of Tenant, whether caused by the actions or omissions of Tenant or those of Tenant's employees, agents, contractors or invitees.
 - b. Notwithstanding any other provision contained in this Lease to the contrary, Library and Tenant on behalf of themselves and all others claiming under them, including any insurer, waive all claims against each other, including all rights of subrogation, for loss or damage to the Premises or Building or any portion thereof, property or operations therein, arising from fire and any of the other perils normally insured against in a "special form" policy of commercial property insurance, regardless of the negligence of either party; provided, however, that the foregoing waivers shall not apply to any deductibles payable on insurance policies carried by Library or to any coinsurance penalties payable by Library. Library and Tenant shall each give notice of the terms of this Section to their insurer and shall have their policies properly endorsed (if necessary), to prevent the

invalidation of such insurance by reason of this Section's provisions.

21. Insurance.

a. Tenant shall maintain:

- i. Commercial general liability insurance policies naming Library and Tenant and if requested by Library, any mortgagee of Library, as additional insureds in companies licensed to do business in Ohio in amounts not less than: \$1,000,000 per occurrence combined single limit bodily injury and property damage with a \$2,000,000 general aggregate limit commercial general liability insurance, including personal injury and contractual liability. Such coverage should include \$5,000 per person limit of medical expense coverage. Tenant shall deposit certificates of such insurance with Library prior to taking occupancy of the Premises and replacement or renewal certificates within ten (10) days prior to the expiration of any such policies and
- ii. "Special form" property insurance coverage covering Tenant's personal property, trade fixtures, furnishings and any other personal property located in the Premises. Such policy shall be in an amount not less than the full replacement of all such items. Library makes no representation that the foregoing coverage amounts are adequate to protect Tenant against its obligations under this Lease and it is Tenant's responsibility to provide additional coverage as it deems necessary.

- b. **Library's Public Liability Insurance.** Any policy of commercial general liability insurance maintained by Library which covers the Building or the Property shall name Tenant as an additional insured and shall bear endorsements to the effect the insurer agrees to notify Tenant not less than ten (10) days in advance of any modification or cancellation thereof.
- c. **Library's Fire and Extended Coverage Insurance.** Library shall carry an insurance policy insuring the Building and the Property against fire and such other risks as are normally covered by a "special form" or "all-risk" policy of property insurance, in an amount equal to one hundred percent (100%) of the replacement value thereof. Tenant shall not do or permit to be done anything in the Premises that will invalidate or increase the cost of Library's fire, extended coverage, or any other Library insurance policy covering the Building or the Property.

- d. **Insurance Costs.** Unless provided otherwise in this Lease, Library shall be responsible for Insurance Costs, as the same is defined in Section 3 herein.
- e. **Tenant's Fire, Extended Coverage and Personal Property Insurance.** Tenant shall carry insurance covering the Premises against fire and such other risks as are normally covered by a "special form" or "all-risk" policy of property insurance in an amount equal to one hundred percent (100%) of the replacement cost of Tenant's improvements and Tenant's furniture, furnishings, special equipment, and all other items of personal property located in the Building.
- f. **Library's Waiver of Subrogation.** Notwithstanding any other provision of this Lease, Library hereby waives any and all claims for loss or damage to the Premises, the Building or the Property, caused by Tenant or its employees, officers, agents, invitees or licensees arising out of or resulting from any event or risk insured against under the fire and extended coverage insurance policy or policies required by this Section, regardless of whether Library has maintained such policy or policies in full force and effect. Library shall obtain any endorsement which may be required by the fire and extended coverage insurance policy or policies carried by Library to reflect the foregoing waiver of subrogation and deliver evidence thereof to Tenant promptly after the execution of this Lease.
- g. **Tenant's Waiver of Subrogation.** Notwithstanding any other provision of this Lease, Tenant hereby waives any and all claims for loss or damage to Tenant's Improvements, furniture, furnishings, special equipment, and all other items of personal property located in the Building, caused by Library or its employees, officers, agents or licensees arising out of or resulting from any event or risk insured against under the fire and extended coverage insurance policy or policies required by Section 21(e), regardless of whether Tenant has maintained such policy or policies in full force and effect. Tenant shall obtain any endorsement which may be required by the fire and extended coverage insurance policy or policies carried by Tenant to reflect the foregoing waiver of subrogation and deliver evidence thereof to Library promptly after the execution of this Lease.
- h. **Evidence of Insurance.** Library and Tenant shall deliver to each other by the dates listed in this Section, but no later than the Commencement Date, and thereafter as either Party may reasonably request, certificates evidencing the coverages and endorsements required by or described in this Section.

22. Waiver of Library Liability.

- a. Library and Library's agents and employees shall not be liable for and Tenant waives all claims for damage to person or property sustained by Tenant or any person claiming through Tenant, resulting from any accident or occurrence of any kind in or upon the Premises or any other part of the Building.
- b. The foregoing waiver shall include, without limitation, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Library's failure to keep the Building or Premises in repair in accordance with its obligations under this Lease; (3) injury done or occasioned by wind, water or other natural element; (4) any defect in or failure of plumbing, heating or air conditioning equipment, electrical wiring or installing of such wiring, gas, water and steam pipes, stairs, railings, elevators or walks, provided such defect or failure is not the result of Library's gross negligence or willful misconduct; (5) broken glass; (6) the backing up of any sewer pipe or downspouts; (7) the discharge from any automatic sprinkler system; (8) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank, in upon or about the Premises or Building; (9) the escape of steam or hot water; (10) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near the Premises or Building; (11) the falling of any fixture, plaster or stucco; (12) any act, omission or negligence of co-tenants or of other persons or occupants of the Building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property; and (13) any interruption of utility or heat or air conditioning or other HVAC service, provided such interruption is not the result of Library's gross negligence or willful misconduct.

23. Damage and Destruction.

- a. **Substantial Damage or Destruction.** If the Premises or any part thereof is damaged or destroyed by fire, explosion, or any other casualty so as to render all or substantially all of the Premises untenable or unfit for Tenant's operation of the Premises hereunder, and, in Tenant's opinion, the Premises cannot be restored to its former condition within thirty (30) days after such damage or destruction, then Tenant may, in its sole discretion, terminate this Lease upon thirty (30) days' notice to Library. If the Building is sufficiently damaged by fire, explosion or other casualty that substantial reconstruction of the Building is necessary and Library determines, in its sole discretion that reconstruction and restoration is not economically

feasible within the Term, then Library may terminate this Lease upon thirty (30) days' notice to Tenant. In the case of termination by Library under this Section, Base and Additional Rents shall abate equitably as of the date of such damage or destruction and this Lease shall terminate as of the date stated in such notice of termination.

- b. **Partial Destruction.** If the Premises or any part thereof is partially damaged or destroyed by fire, explosion, or any other casualty, provided said damage or destruction is not caused by the negligence or willful misconduct of Tenant, its employees, agents, or invitees (as finally determined by a court, arbitrator, mediator or governmental agency with proper jurisdiction), Library shall (after such a final determination is made) restore the Premises to the extent insurance proceeds are available, not including Tenant's Improvements, to its former condition within a reasonable time after such damage or destruction, and Base and Additional Rents shall abate equitably as of the date of such damage in proportion to the loss of use for the period after such damage until immediately after such repairs are completed and Tenant completes the necessary repairs to its improvements.

24. Assignment and Subletting. Tenant shall not, without Library's prior written consent, (a) assign, mortgage, hypothecate or convey this Lease or any interest in this Lease, voluntarily or by operation of law; (b) sublet the Premises or any part of the Premises; or (c) permit the use or occupancy of the Premises or any part of the Premises by anyone other than Tenant. Any transfer of this Lease by merger, consolidation or liquidation, or any change in control of Tenant, shall be deemed to be an assignment under this Lease. If Library consents to any assignment of this Lease, any security deposit of Tenant shall be deemed to be held by Library as a deposit made by the assignee, and Library shall have no further responsibility for the return of such deposit to Tenant.

25. Default.

- a. **Tenant's Default.** The occurrence of any one or more of the following events shall constitute a default of this Lease by Tenant (a "Default"):
 - i. Failure by Tenant to pay Base Rent or Additional Rent or any other amounts due under this Lease, and such failure shall continue for a period of ten (10) days after the date upon which such amounts were originally due;
 - ii. Failure by Tenant to perform any of the terms of this Lease (other than the covenants specified in clauses (a)(i), (a)(iv), (a)(v), and (a)(vi) of this Section) and such failure continues for a period of thirty

- (30) days after the giving of written notice of such failure by Library;
- iii. Tenant abandons or vacates the Premises by not conducting any operations for a continuous period of sixty (60) days, or intentionally permits (1) waste to be committed or (2) any unnecessary damage done upon or to the Premises;
 - iv. The making by Tenant of any general assignment for the benefit of creditors or Tenant is subjected to receivership;
 - v. The filing by or against Tenant of a petition to have Tenant adjudged bankrupt or of a petition for reorganization under any bankruptcy, insolvency or other laws relating to the readjustment of indebtedness generally;
 - vi. The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease;
 - vii. The attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease;
 - viii. Any violation of Section 15 (Hazardous Materials) or a violation of Section 24 (Assignment and Subletting); and
 - ix. The failure of Tenant to provide the instruments requested by Library under Section 34 (Further Assurances) within the time period provided in Section 30 (Subordination and Attornment).
- b. **Library's Remedies.** Upon the occurrence of a Tenant Event of Default, Library may pursue any of the following remedies:
- i. If the Tenant Event of Default is pursuant to Section 25(a)(i), Tenant shall pay Library a late fee as provided in Section 6(c). If such default continues for a period of more than thirty (30) days beyond the date upon which such amounts were originally due, Library may terminate this Lease as set forth in Section 25(b)(iv).
 - ii. If the Tenant Event of Default arises from Tenant's failure to perform an obligation or pay a sum to a party other than Library, Library may, after written notice to Tenant and without waiving any default, perform any such obligation or pay any sum required to be paid by Tenant to others which Tenant has failed to pay. Should Library elect to perform Tenant's obligations or pay all reasonable sums required to be paid by Tenant on its behalf, Tenant shall be obligated to repay

Library the costs thereof or amounts so paid with interest thereon at the statutory rate, as Additional Rent.

- iii. With regard to the Tenant Events of Default described under Section 25(a)(ii) and (iii), if Tenant's default is material and continues for a period of thirty (30) days, subject to any cure periods, Library may terminate this Lease as set forth in Section 25(b)(iv).
 - iv. Should Library elect to terminate this Lease, Tenant shall be notified of such election by Library by delivery of written notice of termination, stating that the Lease has been terminated and specifying the date of termination, which shall not be less than thirty (30) days after the date of such notice. In the event of such termination, Tenant shall peacefully vacate the Premises to Library on the date set forth in the notice. Thereafter, Library may have, hold, and enjoy the Premises and the right to receive all income therefrom, free and clear of any claim on the part of Tenant.
 - v. With regard to any and all Tenant Events of Default, Library shall have such additional rights and remedies that Library may have in law or in equity.
- c. **Library's Default.** An event of default by Library under the terms and conditions of this Lease shall be deemed to have occurred if Library defaults in the observance or performance of any term or covenant required to be performed by Library under this Lease and Library does not reasonably cure such default within thirty (30) days after receipt of written notice from Tenant or such longer period as may be reasonably required to reasonably cure such default, provided such default is susceptible to cure. Library's obligation to cure a default within thirty (30) days is subject to any delay which results solely from the legal obligation of Library to seek public bids for work required to remedy such default.
- d. **Tenant's Remedies.** Upon the occurrence of an event of default by Library hereunder, Tenant may, at its option, but shall not be obligated to do so, remedy such default or cause such default to be remedied, provided that (i) Tenant notifies Library of the default in writing, (ii) Library does not dispute the default, and (iii) Library's default continues for a period of thirty (30) days after the date of notice. If Library disputes Tenant's notice of default, Library shall provide Tenant with written notice setting forth the basis of such dispute. All reasonable sums expended or reasonable obligations incurred by Tenant in connection with any such remedy shall be promptly reimbursed to Tenant by Library. If Library fails to pay such

bills within ninety (90) days after receipt thereof, Tenant may, in addition to any other right or remedy that Tenant may have, deduct such amount from subsequent installments of Base and Additional Rents.

26. Library's Right to Cure, Enter, and Close Building.

- a. If Tenant is in Default under Section 25(a)(ii) or Section 25(a)(iii) of this Lease, then Library may enter the Premises, without further notice to Tenant, and cure such Default on behalf of Tenant, at Tenant's expense. Library may also perform any obligation of Tenant, without notice to Tenant, should Library, in its sole discretion, deem such performance to be an emergency or otherwise necessary to prevent waste, damage, or injury to the Premises or the Building. Library may enter the Building at all reasonable times and may enter the Premises with 24-hour prior notice: (i) for the making of such inspections, repairs, alterations, or additions of or to the Premises or the Building as Library may deem necessary or desirable; (ii) to exhibit the Premises to others; and (iii) for any purpose whatsoever related to the safety or preservation of the Building and Premises. Library may rename or change the address of the Building.
- b. Library may close the Building, or portions thereof, and may shut off utility services at all times in emergency situations and at times determined by Library (other than during normal business hours) during periods of general construction. Admittance during these times may be gained only under such regulations as may be prescribed by Library. Library does not represent or warrant the uninterrupted availability of utilities or building services; and any such interruption shall not be deemed an eviction or disturbance of Tenant's right to occupancy and use of the Premises, or render Library liable to Tenant for damages by abatement of rent or otherwise, or relieve Tenant from obligations to perform its covenants under this Lease. Upon any interruption of utilities or other building services, Library shall use its reasonable best efforts to cause such utility or service to be restored as soon as practicable.

27. Holdover. Tenant shall immediately vacate the Premises upon the expiration or earlier termination of this Lease. Tenant shall reimburse Library for, and indemnify Library against, all damages incurred by Library from any delay by Tenant in vacating the Premises. In case of holding over by Tenant after the termination of the Term, Tenant shall pay Rent for the entire holdover period at One Hundred Fifty Percent (150%) of the Rent provided herein for the month prior to such termination. No holding over by Tenant after the Term, either with or without the acquiescence of Library, shall operate to extend this Lease for a period

or periods longer than from month-to-month.

28. Surrender. Upon termination of the Lease, Tenant shall surrender the Premises and shall remove all of Tenant's furniture, trade fixtures, business office machines and equipment and any other personal property and shall leave the Premises in as good condition and repair as the same existed upon delivery of the Premises, reasonable use and wear and loss or damage by fire or other casualty excepted. All fixtures, alterations and improvements, including, without limitation, portions of the heating, air conditioning, plumbing, electrical and mechanical systems and equipment, all wall and floor coverings and theater seating and all lighting fixtures and systems may not be removed by Tenant and shall remain in the Premises and belong to Library. The acceptance of keys to the Premises by any employee or agent of Library shall not operate as a termination of this Lease or a release of Tenant or any of Tenant's obligations under this Lease. If Tenant leaves any of the property it is required to remove under this Section in the Premises, then Library may either (i) remove the property, at Tenant's cost or (ii) treat the property as abandoned and such property shall belong absolutely to Library with no further action or payment on Library's part.

29. Eminent Domain.

- a. **Taking of Entire Premises.** If the whole of the Premises is condemned by any legally constituted authority, this Lease shall cease from the date of such taking and Base and Additional Rents shall be accounted for between Library and Tenant as of the date of such taking, and neither Party shall have a claim against the other for Base and Additional Rents or other value of this Lease for the unexpired portion of the Term.
- b. **Partial Taking.** If any portion of the Premises is condemned by any legally constituted authority and the portion so taken shall, in Tenant's opinion, make the Premises unsuitable for Tenant's operations, Tenant shall have the right to terminate this Lease, effective as of the date of such taking and Base and Additional Rents shall be accounted for between Library and Tenant as of the date of such taking. If a portion of the Premises shall be taken and Tenant shall not so elect to terminate this Lease, Base and Additional Rents shall, from and after the date of taking, be reduced in an amount to be mutually agreed upon by Library and Tenant.
- c. **Condemnation Awards.** No condemnation shall prejudice the rights of either Library or Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation.

30. Subordination and Attornment. This Lease is subject and subordinated to any mortgages, deeds of trust or underlying leases, as well as to any extensions or

modifications thereof, now of record or hereafter placed of record. Library reserves the right to subject and subordinate this Lease at all times to the lien of any first mortgage now or hereafter placed upon Library's interest in the Premises, the Building or the Property, provided that Library shall within twenty-one (21) days after the commencement of the Initial Term (or within twenty-one (21) days after the execution of the mortgage if the Building or the Property becomes mortgaged after the commencement of the Initial Term), deliver to Tenant notice of said mortgage and a written Agreement in form satisfactory to Tenant whereby any mortgagee of the Building or the Property agrees not to disturb Tenant's operation of the Premises so long as Tenant is not in default of its obligations under this Lease or so long as the period for remedying such default shall not have expired. Tenant covenants and agrees, in the event any proceedings brought for the foreclosure of any first mortgage by a mortgagee who has previously agreed not to disturb Tenant's operation of the Premises, to attorn to the purchaser upon any foreclosure sale and to recognize such purchaser as the successor to all of the rights of Library under this Lease. In confirmation of the subordination and attornment of this Lease provided for in this Section, Tenant shall execute promptly any certificate that Library or any successor in interest reasonably may request.

- 31. Substitute Premises.** Following Library's delivery of the Premises as set forth in Section 9 above, Library reserves the right to relocate Tenant, upon sixty (60) days prior notice, to any other substantially similar space within the Building, and Library shall pay Tenant's reasonable moving expenses associated with such relocation. If Tenant deems such Substitute Premises unsatisfactory, Tenant reserves the right to terminate this Lease by written notice to Library prior to the expiration of such 60-day period.
- 32. Library Liability.** Nothing contained in this Lease shall be construed as creating any recourse against Library or its agents, employees and shareholders, Board, and/or any Trustee personally, for any breach by Library of any term or condition contained in this Lease. Library shall not be liable for any consequential damages such as business interruption, moving expenses, loss of business or the like. Library shall have the right to sell and convey its interest in the Building at any time, subject only to the rights of Tenant hereunder; and such sale and conveyance shall operate to release Library from liability under this Lease after the date of such conveyance provided that the purchaser has assumed and agreed to carry out any and all covenants and obligations of Library under this Lease.
- 33. Quiet Enjoyment.** So long as Tenant performs or observes all of the terms and conditions of this Lease required to be performed or observed by Tenant hereunder, Tenant shall, at all times during the Term, have the peaceable quiet

enjoyment and possession of the Premises without any interference from Library or any person claiming the Premises by, through or under Library. Unless otherwise provided in this Lease, Tenant shall have 24/7 access to the Building and the Premises.

- 34. Further Assurances.** Tenant agrees, at Library's request, to promptly review and execute estoppel certificates and instruments to evidence Tenant's subordination under Section 30 as Library or its lender may reasonably request. If Tenant fails or refuses to execute any instrument required under this Section within thirty (30) days after Library's request, Tenant shall be in Default of this Lease, and in addition to its other rights and remedies, Library shall be granted a limited power of attorney to execute such instrument in the name of Tenant.
- 35. Unavoidable Delays.** This Section shall be applicable if there shall occur any labor disputes, inability to obtain labor or materials, or acts of God, governmental restrictions, regulations or controls, enemy or hostile government action, civil commotion, pandemic or epidemic, fire or other casualty or other conditions beyond the reasonable control of the party obligated to perform. If Library or Tenant shall, as a result of any of the above-mentioned events, fail to timely perform any of its obligations, then such failure shall be excused and shall not be a breach of this Lease by the nonperforming party, to the extent and for the time occasioned by such event. Notwithstanding anything contained in this Lease to the contrary, the provisions of this Section shall not be applicable to Tenant's obligation to pay Base Rent or Additional Rent or any other sums owed to Library.
- 36. Miscellaneous.** The holding of any court that any provision of this Lease is invalid or unenforceable shall not affect the remaining provisions of the Lease which shall remain in full force and effect. This Lease contains the entire agreement of the parties and the Lease may not be modified or waived in any manner except by an instrument in writing signed by the parties or their respective successors in interest. No delay on the part of Library in exercising any right or power under this Lease shall operate as a waiver of such right or power, and no single or partial exercise of any right or power shall preclude any other, or further, exercise of such right or power of the exercise of any other right or power. The delivery of any unsigned copy of this Lease by Library to Tenant shall not constitute an option to lease the Premises and shall not confer any rights or obligations upon either Library or Tenant until such time as this Lease has been signed by Library and Tenant and delivered by Library to Tenant. This Lease has been negotiated by Library and Tenant and the Lease, together with all of the terms and provisions hereof, shall not be deemed to have been prepared by either Library or Tenant but by both equally. Time is expressly declared to be of the essence for all provisions of this Lease. This Lease shall not be recorded, but either party shall execute, at

the request of the other, an instrument in recordable form setting forth the names of the parties and the Term of this Lease. The topical headings of the sections of this Lease are inserted only as a matter of convenience and reference, and do not affect, define, limit or describe the scope or intent of this Lease.

37. **Brokers.** Library is represented by Cushman & Wakefield | CRESCO ("CRESCO") as its broker and listing agent. Library shall be solely responsible for paying brokerage commissions to CRESCO pursuant to Library's separate agreement with CRESCO. If Tenant engages or is otherwise represented by a tenant's agent or representative in connection with this Lease, Tenant shall be solely responsible for payment of any such agent's commissions and fees.
38. **Notices.** Any notice by either Party to the other shall be in writing and shall be deemed proper only if delivered personally or sent by registered or certified mail, with first-class postage prepaid and return receipt requested, to the notice addresses set forth below or at such other address as either Party may designate in writing. Notice shall be deemed properly given, if delivered personally, upon delivery, and if sent by certified mail, upon the third day after mailing:

<p>To Library: Cleveland Heights-University Heights Public Library 2345 Lee Road Cleveland Heights, Ohio 44118 Attention: Director</p> <p>With a copy to counsel: Anthony J. Trzaska, Esq. Trzaska Rosen Faller LLC 5900 Detroit Ave. Cleveland, OH 44102</p>	<p>To Tenant: The Cleveland Modern Dance Association dba DANCECleveland</p> <p><u>2843 Washington Boulevard - Suite 117</u> Cleveland Heights, Ohio 44118</p> <p>Attention: Theresa Remick tremick@dancecleveland.org</p>
---	--

or to such other addresses as the Parties may designate by written notice.

39. **Right of First Refusal to Lease.** If, during the Term, Library receives a bona fide offer ("*Bona Fide Offer*") from a third party (a "*Prospective Tenant*") to lease Suite 104 from Library (the "*Right of First Refusal Space*") upon terms and conditions which Library desires to accept, Library shall first offer the entire Right of First Refusal Space to Tenant upon the same terms, covenants and conditions as provided in such Bona Fide Offer. Tenant shall have the right (the "*Right of First Refusal*") to be exercised by written notice delivered to Library within ten (10) business days after receipt of Library's offer to lease the Right of First Refusal Space upon the terms and conditions set forth in the Bona Fide Offer. If Tenant

timely exercises such Right of First Refusal, Library and Tenant shall within thirty (30) days thereafter enter into a written agreement modifying and supplementing the Lease and specifying that such Right of First Refusal Space accepted by Tenant is a part of the Premises for the remainder of the Term, and containing other appropriate terms and conditions relating to the addition of the Right of First Refusal Space to this Lease (including specifically any increase or adjustment of the rent as a result of such addition). If Tenant fails to timely exercise its Right of First Refusal by written notice, then Tenant's rights under this Section 39 shall terminate, and Library shall thereafter be permitted to lease the Right of First Refusal Space or any portion thereof to the Prospective Tenant. Any termination of this Lease shall terminate all rights of Tenant with respect to the Right of First Refusal Space.

IN WITNESS WHEREOF, Library and Tenant, each representing that they are duly authorized to execute this Lease and that this Lease is an enforceable obligation of such party, have set their hands to two counterparts of this Lease, each of which shall have the same force and effect as if it were an original, effective as the date first written above.

LIBRARY:

The Board of Trustees of the
Cleveland Heights-University Heights Public Library

By: Nancy Levin

Name: Nancy Levin

Title: Director

Date: April 29/2024

TENANT:

The Cleveland Modern Dance Association
dba DANCECleveland

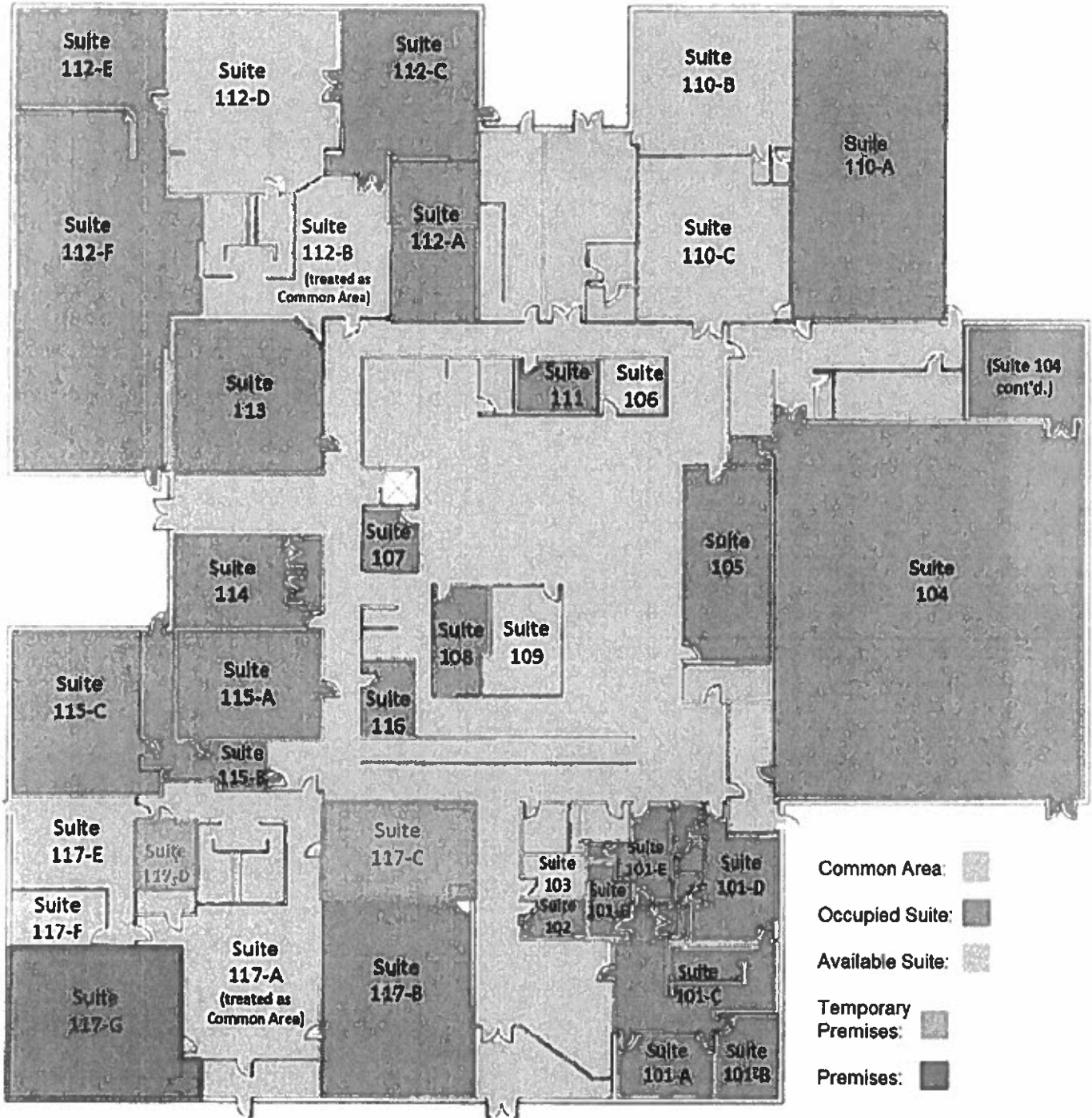
By: Theresa Remick

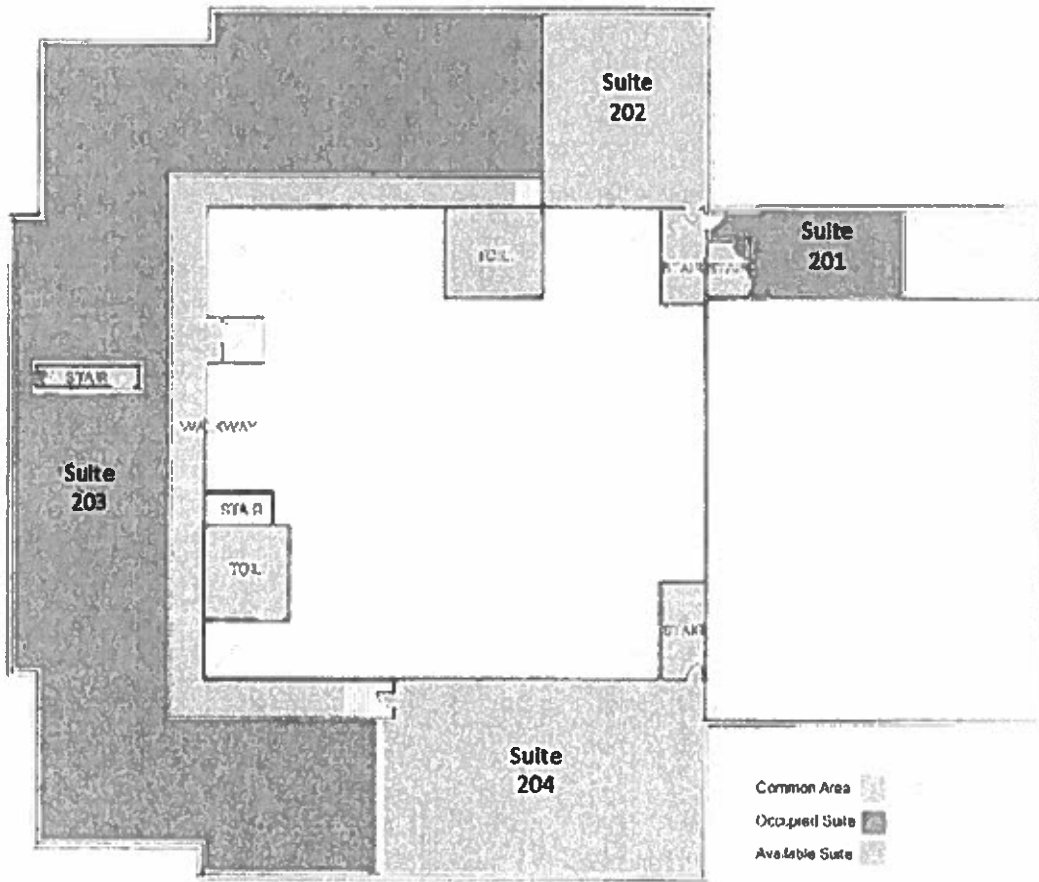
Name: Theresa Remick

Title: Executive Director

Date: April 29, 2024

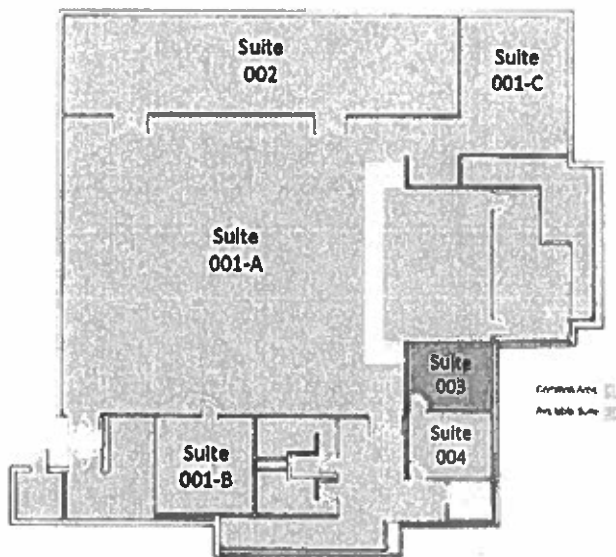
**EXHIBIT A
DESCRIPTION OF THE PREMISES**





COVENTRY PLACE BUILDING
MEZZANINE FLOOR PLAN

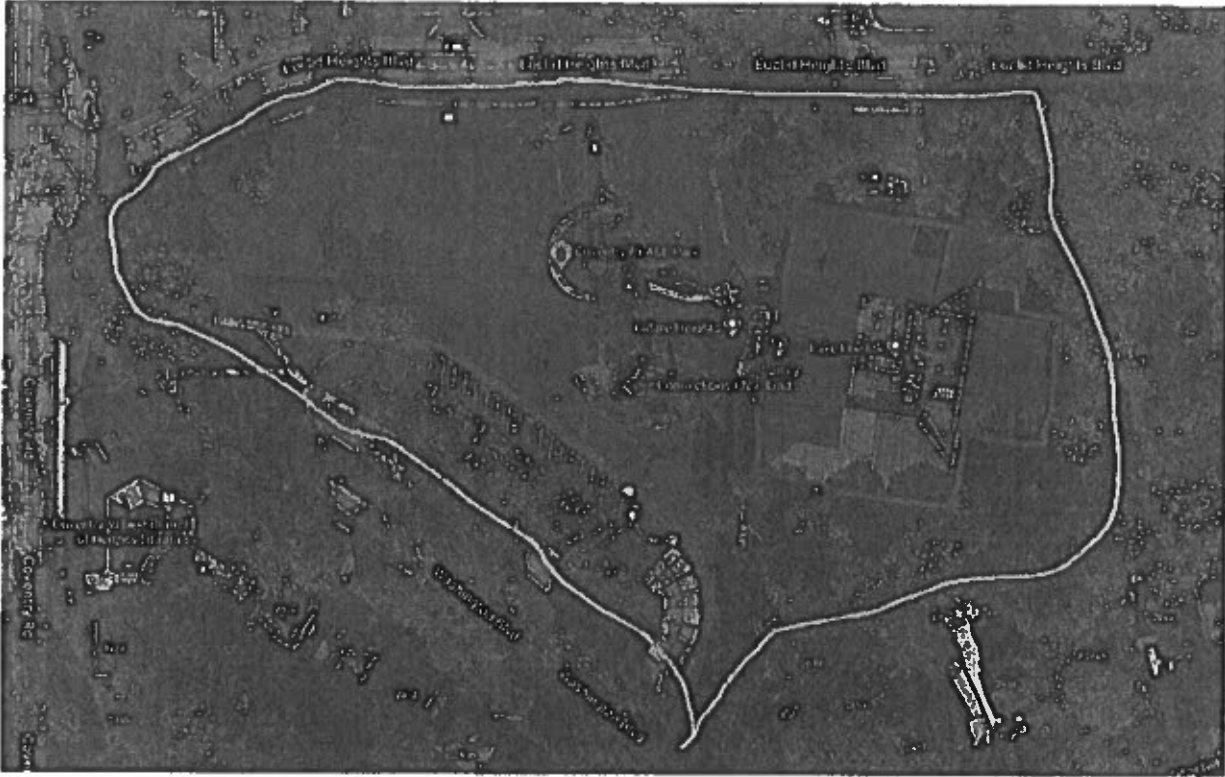
DRESCO PLAYHOUSE SQUARE MANAGEMENT
01/28/23



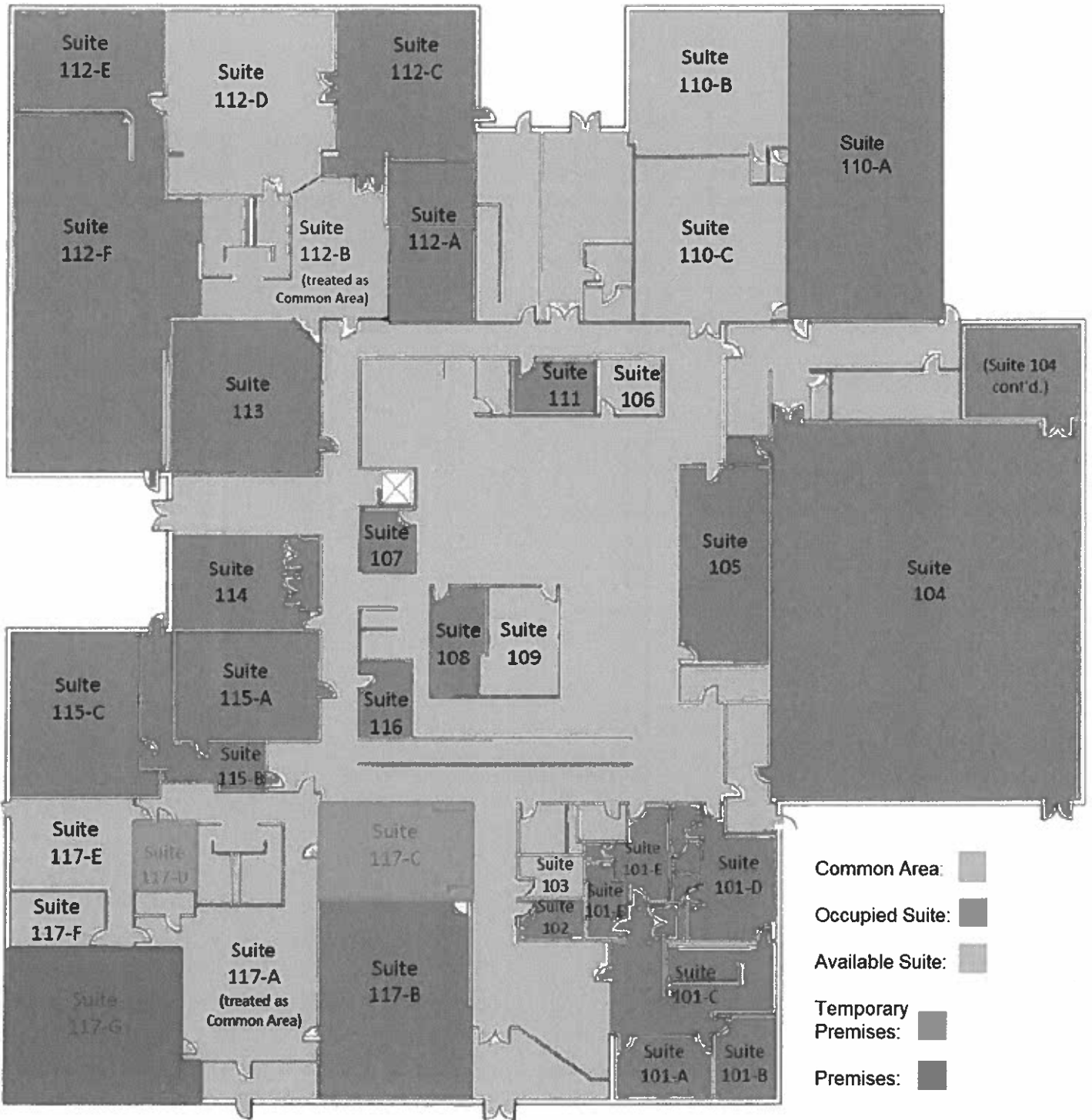
COVENTRY PLACE BUILDING
MEZZANINE FLOOR PLAN

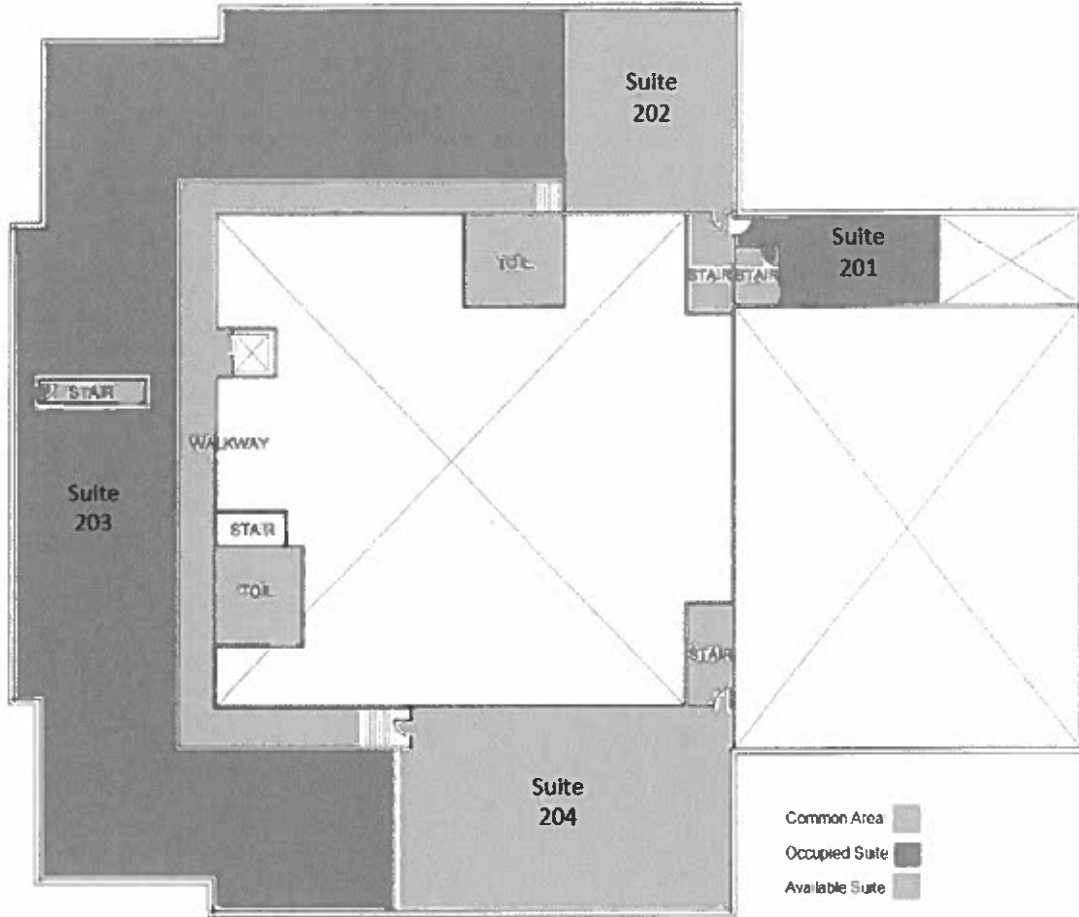
DRESCO PLAYHOUSE SQUARE MANAGEMENT
01/28/23

Coventry PEACE Building outlined in Blue
Property outlined in Green



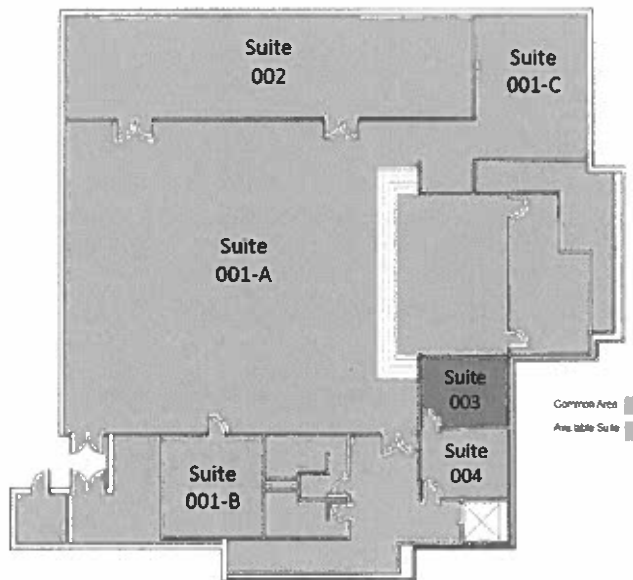
**EXHIBIT A
DESCRIPTION OF THE PREMISES**





COVENTRY PEACE BUILDING
MEZZANINE FLOOR PLAN

CRESCO PLAYHOUSE SQUARE MANAGEMENT
01/28/23



COVENTRY PEACE BUILDING
BASEMENT FLOOR PLAN

CRESCO PLAYHOUSE SQUARE MANAGEMENT
01/28/23

Coventry PEACE Building outlined in Blue
Property outlined in Green

