

MEMORIAL BUILDING LEASE

THIS LEASE, entered into by the Hancock County Commissioners, (hereinafter referred to as "Landlord") and the Greenfield Board of Parks and Recreation and the Greenfield Board of Public Works and Safety, (hereinafter referred to collectively as "Tenant").

WITNESSETH THAT Landlord and Tenant, in consideration of their mutual undertakings, agree as follows:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the entire first floor, including, but not limited to, office space, common areas, bathrooms, and the gymnasium, of the building commonly referred to as the Memorial Building, located at 98 E. North St., Greenfield, IN 46140, (hereinafter referred to as "Leased Premises") and all appurtenances thereto for a term of 5 years commencing _____, 2020 and ending _____, 2025. In lieu of annual rent, Tenant shall perform the maintenance and service functions set forth below the entire term of the Lease. Notwithstanding anything contained herein, this Lease may be terminated by tenant upon written notice of termination sent to Landlord no less than 60 days prior to the termination date.

1. UTILITIES AND INSURANCE

Landlord shall promptly pay all bills for water, sewer, fuel, heat, electricity, gas, and other utilities furnished to the Leased Premises during the term of this Lease. Tenant shall be responsible for Tenant's own telephone service expense. Landlord shall be responsible for maintaining all insurance on the structure and paying the premiums associated therewith. Tenant shall be responsible for maintaining all insurance on Tenant's personal property maintained on the Leased Premises. Both parties shall be responsible for maintaining their own liability insurance with regard to the use of the Leased Premises in an amount sufficient in light of the use by each party of the Leased Premises.

2. USE, COMPLIANCE WITH LAWS, SIGNS

The Leased Premises shall be used by Tenant for offices and recreational services/programs as deemed appropriate by Tenant at hours deemed appropriate by Tenant. Tenant shall keep the Leased Premises in a clean and orderly condition. Tenant shall not use the Leased Premises or maintain them in any manner constituting a violation of any ordinance, statute, regulation or order of any governmental authority, including, without limitation, zoning ordinances, nor shall Tenant maintain, permit or suffer any nuisance to occur or exist on the Leased Premises. Tenant shall provide supervision during the duration of any Park program, event, activity, or rental.

3. SURRENDER AND HOLDOVER

Upon the expiration or sooner termination of this Lease, Tenant shall surrender to Landlord the Leased Premises, together with all other property affixed to the Leased Premises in good order and condition, the effects of ordinary wear, tear, acts of God, casualty, insurrection, riot, or public

disorder excepted. Unless an event of default, as hereinafter defined, has occurred and remains uncured, Tenant shall have the option, prior to the expiration of the term, to remove all of Tenant's personal property from the Leased Premises. Any damage to the Leased Premises caused by such removal shall be repaired by Tenant prior to the expiration of the term. If Tenant shall remain in possession of all or any part of the Leased Premises after the expiration of the term of this Lease, with the consent of the Landlord, and the Tenant shall be a lessee from year to year subject to all duties and obligations of Landlord and Tenant, as set forth herein.

4. ALTERATIONS AND MAINTENANCE

Tenant may cause or permit any alterations, additions or changes of or upon any part of the Leased Premises without first obtaining the written consent of Landlord as long as said alterations, additions, or changes are related to the recreational and office uses of the Leased Premises. All alterations, additions, or changes to the Leased Premises shall be made in accordance with all applicable laws.

As additional consideration for Tenant's occupancy of the Leased Premises, Tenant shall perform routine maintenance and janitorial service for all areas of the Leased Premises such as cleaning, trash removal, cleaning of restrooms, the provision or and changing of lightbulbs, and minor toilet repairs of less than \$250.00 per repair. Should Tenant choose to paint all or any portion of the Leased Premises, Tenant shall be responsible for the entire cost of such painting. Landlord shall be responsible for all other maintenance and operational expenses associated with the Leased Premises, including, but not limited to, the utilities set forth above as Landlord's responsibilities, and maintenance of all building systems, including, but not limited to, plumbing, electrical, lighting other than as set out above, HVAC systems, roofing, windows, and all other structural components. Landlord covenants and agrees to promptly, after written notice from Tenant, make all repairs necessary to maintain the existing structure housing the Leased Premises.

5. CONDEMNATION

If the entire Leased Premises, or such portion thereof as will make the remainder unsuitable for the use permitted by this Lease, is condemned by any legally constituted authority, or if a conveyance or other acquisition in lieu of such condemnation is made, then this Lease shall terminate as of the date possession is required by the condemnor. If a portion of the Leased Premises is condemned but the remainder is still suitable for the use permitted by this Lease, this Lease shall not terminate but a portion of the rent for the rest of the term shall be abated in proportion to the amount of the Leased Premises taken. All compensation paid in connection with the condemnation shall belong to and be the sole property of Landlord.

6. MECHANIC'S LIENS

Tenant shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Leased Premises or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Landlord at its option may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the lienor.

If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Tenant, upon demand by Landlord, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien.

7. INDEMNIFICATION AND RELEASE

Regardless of whether or not, separate, several, joint or concurrent liability may be imposed upon Landlord, Tenant shall indemnify and hold harmless Landlord from and against all damages, claims and liability arising from or connected with Tenant's control or use of the Leased Premises, including without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Landlord is effectively protected against by insurance. If Landlord shall, without fault, become a party to litigation commenced by or against Tenant, then Tenant shall indemnify and hold Landlord harmless. The indemnification provided by this Section shall include Landlord's legal costs and fees in connection with any such claim, action or proceeding. Tenant does hereby release Landlord from all liability for any accident, damage or injury caused to person or property, provided, unless caused in whole or in part by the negligence of Landlord, its employees, agents, independent contractors or assigns and this release shall be effective only to the extent that the injured or damaged party is insured against such injury or damage and only if this release shall not adversely affect the right of the injured or damaged party to recover under such insurance policy.

8. EVENTS OF DEFAULT

Any of the following shall be deemed an Event of Default:

- A. Tenant's failure to perform or observe any other covenant, term or condition of this Lease to be performed or observed by Tenant and if curable, the failure continues for 45 days after notice thereof is given to Tenant.
- B. Abandonment of the Leased Premises.
- C. Failure on the part of the Tenant to use the premises in a lawful manner.

9. LANDLORD'S REMEDIES

Upon the occurrence of any Event of Default Landlord may, at its option, in addition to any other remedy or right it has hereunder by law, re-enter the Leased Premises, without demand or notice, and resume possession by an action in law or equity or by force or otherwise and without being liable in trespass or for any damages and without terminating this Lease.

10. ACCESS BY LANDLORD TO LEASED PREMISES

Tenant shall permit Landlord to enter the Leased Premises at all times mutually agreed upon by the parties. Additionally, Landlord shall be allowed to access any portion of the Leased

Premises to make any emergency repairs required, subject to the provision that whenever such access is required, Landlord shall use its best efforts to notify Tenant in advance of any such proposed entry.

11. CLEANLINESS

Tenant shall keep the Leased Premises in a clean condition. Tenant shall be responsible for the proper storage and the final collection or ultimate disposal of all garbage and rubbish, all in accordance with the regular municipal collection system.

12. QUIET ENJOYMENT

If Tenant shall perform all of the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall, at all times during term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any parties lawfully claiming under Landlord.

13. GENERAL AGREEMENT OF PARTIES

This Lease shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. This provision, however, shall not be construed to permit the assignment of this Lease except as may be permitted hereby. When applicable, use of the singular form of any word shall mean or apply to the plural and the neuter form shall mean or apply to the feminine or masculine.

The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of such provisions. No waiver by Landlord of any default by Tenant shall be effective unless in writing, nor operate as a waiver of any other default or of the same default on a future occasion. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (a) actually served on the party to be notified or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

- A. If to Landlord at 111 S. American Legion Pl., Suite 217, Greenfield, IN 46140.
- B. If to Tenant at 10 S. State St., Greenfield, IN 46140.

Such addresses may be changed by either party by written advise as to the new address given as above provided. If there is more than one Tenant, their obligation shall be joint and several. This Lease shall not be recorded.

14. SEVERABILITY CLAUSE

If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

15. COMPLETE AGREEMENT

This Lease supersedes all prior Leases and understandings between the parties and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on this _____ day of _____, 2020.

Hancock County Commissioners, Landlord

Brad Armstrong

John Jessup

Marc Huber

Attest:

Deborah Carnes, Auditor

Greenfield Parks & Recreation, Tenant

Deby Low, President

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

Before me a Notary Public, in and for said County and State, personally appeared Deby Low, President of the Greenfield Parks & Recreation, who acknowledged the execution of the

foregoing Lease.

Witness my hand and Notarial Seal this ____ day of _____, 2020.

My Commission Expires:

Printed Name: _____

Residing in _____ County, IN

**Greenfield Board of Public Works and Safety,
Tenant**

Glenna Shelby

Katherine Locke

Kelly McClarnon

Larry Breese

Mayor Chuck Fewell

Attest:

Lori Elmore, Clerk-Treasurer