

## LEASE AGREEMENT

This Lease Agreement is made and entered into this 10<sup>th</sup> day of March, 2021, by and between the City of Greenfield, Indiana, (hereinafter referred to as “Lessor”), and The Landing Place, Inc., (hereinafter referred to as “Lessee”), do hereby lease and let the premises known as 18/20 W. South St., Greenfield, Hancock County, Indiana, (hereinafter referred to as “Leased Premises”), and more particularly described as:

Lot Number 89 in Block Number 18 in the Original Plat of the Town, now City of Greenfield, Indiana, as per the plat thereof recorded in Plat Book 1, pages 1 through 3 in the Office of the Recorder of Hancock County, Indiana. Subject, however, to the rights of the public to an existing unplatted alley, part of which crosses through the entire North six feet of said Lot.

for the term of one (1) year, beginning on the 10<sup>th</sup> day of March, 2021, and ending on the 9<sup>th</sup> day of March, 2022, unless the term hereby granted shall be sooner terminated as hereinafter provided.

IN CONSIDERATION thereof the Lessee covenants and agrees:

(1) To pay the Lessor as rent for said Leased Premises the sum of Twenty-Four Thousand Dollars (\$24,000.00) per year in lawful money of the United States of America, in equal installments as follows: Two Thousand Dollars (\$2,000.00) per month due and payable on the tenth (10th) day of each month with all installments payable in advance. All of said payments shall be made to Lessor at 10 S. State St., Greenfield, Indiana 46140 in care of the Clerk-Treasurer, or at such other place as Lessor shall designate in writing from time to time. Each installment of rent and all other sums of money payable under this Lease shall bear interest at the rate of eight percent (8%) per annum from due date until paid and are payable without relief from valuation, stay or appraisal laws.

(2) That the Lessee shall operate the Leased Premises for the use and purposes for which it is let, that is, as a counseling center business, continuously during the term of this agreement, provided, however, Lessee may sublet some or all of the Leased Premises for business purposes other than counseling. A copy of any such sublease shall be supplied to Lessor by Lessee within five (5) days of execution.

(3) Lessor shall, at its expense and risk, maintain the roof, foundation, and underground or otherwise concealed plumbing and tanks, and the structural soundness of the exterior walls including all windows, window glass, plate glass, and all exterior doors, and keep all outward parts of the building and other improvements on the Leased Premises in good repair and condition, including all necessary replacements to the heating system and air conditioning equipment. Lessee shall be responsible for repairs and maintenance to the interior of the Leased Premises, including, for example the replacement of furnace filters. Lessee shall be responsible for repair or replacement of any damage to the Leased Premises caused by any of Lessee’s employees, guests, or invitees. Any desired increase in the electrical amperage shall be at Lessee’s expense. Lessee shall also be responsible for any snow removal. Lessee shall also pay any cost of the meter deposit as well as costs of operating and maintaining the system. Once in operation, Lessee shall keep the system in compliance with State of Indiana or federal codes.

Lessee shall throughout the Lease term maintain the interior of the building and other improvements constituting the Leased Premises and keep them free from waste or nuisance and shall deliver up the Leased Premises in a clean and sanitary condition at the termination of this Lease in good repair and condition, reasonable wear and tear and damage by fire, tornado, or other casualty excepted. In the event Lessee should neglect reasonably to maintain the Leased Premises, Lessor shall have the right, but no the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

(4) The Leased Premises are being accepted by Lessee in an "AS IS" condition and no representations have been made to the Lessee respecting the condition of said Leased Premises. The taking possession of said Leased Premises by the Lessee shall be conclusive evidence as against the Lessee that said Leased Premises were in good and satisfactory condition when possession of the same was so taken; and the Lessee will, at the termination of this Lease, by lapse of time or otherwise, return said Leased Premises to the Lessor in as good condition as when received, ordinary wear and tear excepted.

(5) That the Lessee shall have the right to construct improvements or modify or alter any improvements within the Leased Premises, as long as Lessee obtains all appropriate permits and approvals and complies with all applicable laws, ordinances and governmental regulations and obtains the written approval of the Lessor, which approval shall not be unreasonably withheld. Lessee shall have the right at all times to erect or install shelves, bins, machinery, and trade fixtures, provided that Lessee complies with all applicable laws, ordinances, and governmental regulations. Lessee shall have the right to remove at the termination of this Lease such items so installed, provided that Lessee is not in default; however, Lessee shall, prior to the termination of this Lease, repair any damage caused by such removal. Lessee shall not have any environmental assessments performed without Lessor's prior consent and approval. An assessment performed without Lessor's consent will result in this Lease Agreement becoming immediately null and void.

All alterations, additions, or improvements made by Lessee and not removed by Lessee shall become the property of Lessor at the termination of this Lease unless such are rejected by Lessor, in which case the Lessee shall promptly remove, if Lessor so elects, any alterations, additions, and improvements, and any other property placed in the Leased Premises by Lessee as required by Lessor, and Lessee shall repair or compensate any damage caused by such removal. Contractors hired to make improvements or alterations shall show proof of Worker's Compensation insurance and liability insurance in the amount of \$100,000.00/\$300,000.00.

(6) That the Lessee will not use or permit upon said Leased Premises anything that will invalidate any policies of insurance now or hereafter carried on said building or that will increase the rate of insurance on said Leased Premises or on the building of which said Leased Premises are a part; and should he do so then the Lessee will pay all extra insurance premiums on the said building which may be caused by the use which said Lessee shall make of said Leased Premises; that the Lessee will not use or permit upon said Leased Premises anything that may be dangerous to life or limb; that the Lessee will not in any manner deface or injure said building or any part thereof nor overload the floors of said Leased Premises that the Lessee will not permit any objectionable noise or odor to escape or be emitted from said Leased Premises nor do anything nor permit anything to be

done upon said Leased Premises in any way tending to create a nuisance, or tending to disturb any other persons, or the occupants of neighboring property, or tending to injure the reputation of the said building; and that the Lessee will comply with all governmental, health, and police requirements and regulations respecting said Leased Premises.

(7) That the Lessor shall not be liable for any damage either to person or property, sustained by the Lessee or by other persons due to the building or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident in or about said building, or due to any act or neglect of any other tenant or occupant in said building, or of any other person. This provision shall apply especially (but not exclusively) to damages caused by water, snow, frost, steam, sewerage, illuminating gas, sewer gas or odors or by the bursting or leaking of pipes or plumbing works, and shall apply equally whether such damage be caused by or occasioned by anything or circumstances above mentioned or referred to or by any other thing or circumstances whether of a like nature or of a wholly different nature. If any such damage shall be caused by the acts or neglect of the Lessee, the Lessor may at its option, repair such damage, whether caused to the building or to the property of Lessee or Lessee's subtenants thereof, and the Lessee shall on demand reimburse the Lessor for any amount expended. The Lessee further agrees that all personal property upon the Leased Premises whether belonging to Lessee or any other person shall be at the risk of the Lessee only and that the Lessor shall not be liable for any damage thereto or theft thereof.

(8) That if default shall at any time be made by the Lessee in the payment of the rent hereby reserved, or any installment thereof, or if default shall be made in any of the other covenants herein contained to be kept, observed and performed by the Lessee, or if the leasehold interest shall be levied on under execution, or if any assignment of Lessee's property shall be made for the benefit of creditors, and any such default or other situation shall remain uncured for ten days following receipt of notice from the Lessor to the Lessee of its intention so to do, then the Lessor may, at its option, at once and without further notice to the Lessee or to any other person terminate this Lease. Upon any such termination of the Lease at the option of the Lessor having been so exercised or at the expiration by lapse of time of the term hereby demised, the Lessee will at once surrender possession of said Leased Premises to the Lessor and remove all of its effects therefrom, and if such possession be not immediately surrendered, the Lessor may forthwith re-enter said Leased Premises and repossess the same and remove all persons and effects therefrom, using such force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer. And except for such ten-day period heretofore so provided, intended as a grace period against forfeiture from any such default, the Lessee expressly waives service of any notice of intention to terminate this Lease or to re-enter said Leased Premises, and waives the service of any demand for payment of rent or for possession and waives the service of any and every other notice or demand prescribed by statute or other law, and agrees that the simple breach of any of the said covenants so remaining uncured shall, of itself, without the service of any further notice or demand whatever, constitute a forcible detainer by the Lessee of said Leased Premises. No receipt of moneys by the Lessor from the Lessee, after the termination of this Lease, or after the giving of any notice, shall reinstate, continue or extend the term of this Lease or affect any notice given to the Lessee prior to the receipt of such money, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of said Leased Premises, the Lessor may receive and collect any amount due, and the payment of the same shall not waive or affect said notice, said suit or said judgment. If the Lessee shall not remove all effects from said Leased Premises, as above agreed, the

Lessor may, at its option, remove the same or any of the same in any manner that the Lessor shall choose, and store the same, without liability to the Lessee for loss thereof, and the Lessee will pay the Lessor, on request, any and all expenses incurred in such removal and also storage on said effects for any length of time during which the same shall be in the Lessor's possession; or the Lessor may at its option, without notice, sell the said effects or any of the same for such price as the Lessor may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Lessee to the Lessor, including the expenses of the removal and sale.

(9) That in case the Lessee shall vacate said Leased Premises or abandon the same during the life of this Lease, or in case the Lessee shall make default in the payment of the rent hereby reserved or any installment thereof, or shall make default in any of the covenants herein contained to be kept, observed and performed by the Lessee, the Lessor may at its option, without terminating this Lease, (but the Lessor shall not be under any obligation so to do) enter into said Leased Premises, remove the Lessee's property therefrom and relet the Leased Premises for the account of Lessee, for such rent and upon such terms as shall be satisfactory to the Lessor, without such reentry working a forfeiture of the rents to be paid and the covenants to be performed by the Lessee during the full term of this Lease; and for the purpose of such reletting the Lessor is authorized to make any repairs, changes, alterations or additions in or to said Leased Premises that may be necessary or convenient; and if a sufficient sum shall not be realized monthly from such reletting, and the collection of the rent accruing therefrom to satisfy the monthly rent above provided to be paid by the Lessee, then the Lessee will satisfy and pay such deficiency each month upon demand therefore.

(10) That the Lessee will pay all attorney's fees and expenses of the Lessor to enforce any of the obligations of the Lessee under this Lease, or in any litigation or negotiations in which the Lessor shall become involved through or on account of this Lease.

(11) The Lessor and its agents shall have the right to enter the Leased Premises at all reasonable hours to inspect said Leased Premises and/or for the purpose of making any repairs, alterations, or additions, which it or they shall deem necessary for the safety, preservation, or improvement of said Leased Premises or the building, and the Lessor shall be allowed to take all material into and upon said Leased Premises that may be required to make such repairs, improvements and additions without in any way being deemed or held guilty of an eviction of the Lessee; the rent set forth herein shall abate in proportion to the square footage of the Leased Premises rendered unusable while said repairs, alterations or additions are being made; and the Lessee shall not be entitled to maintain a setoff or counter-claim for damages against the Lessor by reason of loss or interruption to the business of the Lessee because of the prosecution of any such work. All such repairs, decorations, alterations, additions and improvements shall be done during ordinary business hours, or, if any such work is at the request of the Lessee to be done during any other hours, the Lessee shall pay for all over-time.

(12) It is understood and agreed that this Lease does not grant any rights to light and air over property, except public streets adjoining the land on which said building is situated.

(13) That the Lessee shall pay all water, gas, electric, storm water, trash removal, and telephone bills rendered against or charged upon said Leased Premises. In case the Lessee shall not pay the same when due and payable the Lessor may pay the same, and the amount so paid is hereby

declared to be so much additional rent and shall be due and payable to the Lessor from the Lessee forthwith. Lessee shall be responsible for and hold Lessor harmless for all charges to maintain the kitchen and equipment for food preparation, floor, sinks, drains, and ancillary equipment in the area subleased to any subtenant.

(14) That the Lessee will not commit or permit any act on the said Leased Premises which will violate any law of the United States of America, or the State of Indiana, or any ordinance of either Hancock County or the City of Greenfield, or any of the rules or regulations of their respective departments or bureaus and it is expressly agreed that a violation of this clause shall, at the option of the Lessor, to prosecute a forfeiture of this Lease. Lessee accepts this Lease with full knowledge of all restrictions, limitations and prohibitions affecting the use and enjoyment of the Leased Premises and agrees that Lessee shall not be released from its obligations under this Lease nor shall Lessor in any way be liable should Lessee be unable to use the Leased Premises for the purpose contemplated because of such restrictions, limitations or prohibitions. It is further agreed that should it be necessary for Lessee to obtain any permit or license that such license or permit shall be secured by Lessee at its own expense and failure of the Lessee to secure any such permit or license shall not excuse the Lessee from full performance of its obligations under this Lease nor shall it permit Lessee to use the Leased Premises for purposes other than that set out herein.

(15) That should Lessee file any petition in bankruptcy or be adjudicated a bankrupt or insolvent, or any involuntary petition in bankruptcy be filed against the Lessee and remain pending and uncured for sixty days after any such involuntary petition shall be filed, such events shall be deemed to constitute a breach of this Lease and thereupon ipso facto and without entry or other action by Lessor, this Lease shall become and be terminated and Lessor shall forthwith, upon such termination, be entitled to the immediate possession of the Leased Premises and to recover damages for such breach in an amount equal to the amount of the rent reserved in this Lease for the residue of the term hereof.

(16) That in case said Leased Premises shall be rendered untenable by fire or other casualty, such shall not terminate or give cause for termination of this Lease and Lessor has no obligation to reconstruct or otherwise repair the Leased Premises, and Lessee hereby expressly acknowledges its continued obligations of the covenants hereunder should the Leased Premises be wholly or partially destroyed by fire or other casualty, however, the rent as set forth herein shall abate proportionately as to the area of the Leased Premises wholly or partially destroyed by fire or other casualty.

(17) That if the Lessor, during the term hereby demised, shall be required by the said City, the order or decree of any court, or any other governmental authority, to repair, alter, remove, reconstruct, or improve any part of the Leased Premises or of the building of which said Leased Premises are a part, then such repairing, alteration removal, reconstruction or improvement may be made by and at the expense of the Lessee and the rent shall abate proportionately as to the area of the Leased Premises rendered unusable while such repairs, alterations, removal, or reconstruction is taking, but the Lessee hereby waives all claim for damages or abatement of rent because of such repairing, alteration, removal, reconstruction or improvement.

(18) That if the Lessee shall move from said Leased Premises at any time prior to the

termination of this Lease, the Lessor shall have the right to enter upon said Leased Premises for the purpose of decorating the same or making alterations or changes therein without such entry in any manner affecting the obligations of the Lessee hereunder.

(19) No waiver of any condition expressed in this Lease shall be implied by any neglect of the Lessor to declare a forfeiture on account of the violation of such condition if such violation be continued or repeated subsequently and no express waiver shall affect any condition other than the one specified in such waiver, and that one only for the time and in the manner specifically stated.

(20) In every case where under the provisions of this Lease it shall be necessary or desirable for the Lessor to give to or to serve upon the Lessee any notice or demand it shall be sufficient either (1) to deliver or cause to be delivered to the Lessee a written or printed copy of such notice or demand, or (2) to send a written or printed copy of said notice or demand by mail, postage prepaid, addressed to the Lessee at the Leased Premises.

(21) Further, the Lessor and Lessee covenant with each other (a) That all rights and remedies of the Lessor under this Lease shall be cumulative, and none shall exclude any other rights and remedies allowed by law; (b) that the words "Lessor" and "Lessee" wherever used herein shall be construed to mean Lessors and Lessees in all cases where there is more than one Lessor and Lessee, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed; (c) each of the provisions of this Lease shall extend to, and shall, as the case may require, bind or inure to the benefit not only of the Lessor and of the Lessee, but also to their respective heirs, legal representatives, successors and assigns.

(22) It is agreed that should Lessee remain in possession of the Leased Premises with the consent of the Lessor after the termination of the term herein granted then the tenancy thereby created shall be a tenancy for a term of month to month but otherwise subject to all the terms and provisions of this Lease; and the rental under such monthly tenancy shall be the highest rental for any month provided by the terms of this Lease or any extensions hereof.

(23) The Lessor shall have and is hereby given a first possessory lien in the nature of a mortgage and foreclosable as such, if necessary, against any and all personal property contained in the Leased Premises as the property of the Lessee including intangible property and accounts receivable resulting from Lessee's business conducted on the Leased Premises, subject to any prior liens thereon to secure any unpaid rent admitted or indisputably due from the Lessee to the Lessor.

(24) Lessee agrees that it will notify Lessor in writing immediately of any defect in or necessity for repairs to any adjoining sidewalk, the roof, the foundation, any underground or otherwise concealed plumbing and tanks, the structural soundness of the exterior walls, including all windows, window glass, plate glass and all doors and any other repair that is the obligation of Lessor.

(25) It is agreed that Lessor shall not be liable for failure or omission to perform any act if performance is made within a reasonable time after receiving written demand for performance from Lessee.

(26) This Lease does not grant the right to use the roof or outer walls of the building and all rights to and use of the same are reserved to the Lessor, except Lessee shall have the right to erect signs on any portion of the Leased Premises, including, but not limited to, the exterior walls of the building, subject to the applicable laws and deed restrictions and upon approval by Lessor, which approval shall not be unreasonably withheld. Lessee shall removal all signs at the termination of this Lease and shall repair any damage and close any holes caused by such removal.

(27) If any insurance is to be furnished by Lessee, each policy is to be in a form and company acceptable to Lessor and each policy is to be delivered to and held by Lessor. Lessee agrees to pay all premiums promptly. Lessee agrees to furnish a renewal policy not less than ten days prior to the date of expiration of any policy. On default of Lessee, Lessor may procure and pay for insurance and recover any amount paid as so much additional rent which shall be due and payable forthwith.

(28) Lessee further agrees that if any law, ordinance or regulation now existing or hereafter enacted imposes any personal liability on Lessor or creates any lien or charge on the Leased Premises because of damage to person or property arising out of the use of the Leased Premises by the Lessee or the business conducted thereon by Lessee, then Lessee will immediately procure, pay for, and deliver to Lessor insurance of a kind and amount and with a company satisfactory to Lessor, fully protecting Lessor and its property from any such liability, lien, or charge, and that the Lessee will furnish a renewal policy not less than ten days prior to the expiration of any such policy.

(29) It is further understood and agreed that the additional typewritten provisions either following or added by rider or other insert, in event and to the extent conflicting with any of the provisions in this printed form, shall govern, supersede and override any such conflicting provisions in the printed form.

(30) To the extent that Lessee is required to maintain any element of the Leased Premises or its interior, Lessee, at its own expense, shall maintain adequate insurance against loss or damage by fire or other casualties. The insurance shall be in an amount sufficient to prevent Lessor and Lessee from becoming co-insurers under provisions of applicable policies of insurance, but in any event in the amount not less than ninety percent (90%) of the full insurable value of the Leased Premises. Such policy or policies shall be with a company acceptable to and in a form acceptable to Lessor. Said policy or policies shall name Lessor and, at the request of Lessor, any Mortgagee of Lessor, as an additional insured. Lessee further agrees to deposit the policy or policies of insurance or certificates thereof with Lessor as proof of the existence of said insurance. If Lessee shall not comply with the covenants of this paragraph, Lessor may, at its option, cause insurance as aforesaid to be issued, and in such event, Lessee agrees to pay the premiums for such insurance promptly upon Lessor's demand and which premiums shall be additional rent and be due and payable forthwith.

(31) Lessee will keep in force at its own expense so long as this Lease remains in effect, public liability insurance with respect to the Leased Premises in companies and in form acceptable to Lessor with minimum limits of \$100,000.00 on account of bodily injuries, or death of one person and \$300,000.00 on account of bodily injuries to or death of more than one person as a result of any

one accident or disaster; and property damage insurance with minimum limits of \$200,000.00; and Lessee will further deposit the policy or policies of such insurance or certificates thereof with landlord. Such policies shall name Lessor and at the request of Lessor any Mortgagee of Lessor, as an additional insured. If Lessee shall not comply with its covenants made in this paragraph, Lessor may, at its option, cause insurance as aforesaid to be issued, and in such event, Lessee agrees to pay the premiums for such insurance promptly upon Lessor's demand and which premiums shall be additional rent and be due and payable forthwith.

(32) Lessee shall provide and keep in force other insurance in amounts that may from time to time be required by Lessor against other insurable hazards as they are commonly insured against for the type of business activity that Lessee will conduct on the Leased Premises.

(33) Lessor shall not be liable for liability or damage claims for injuries to person or property from any cause relating to the occupancy of the Leased Premises by Lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the Leased Premises during the term of this Lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature. Lessee further agrees to defend, at its expense, any claims or lawsuits brought against Lessor as a result of Lessee's occupancy of and use of the Leased Premises. Provided, however, the provisions of this Paragraph (33) shall not apply to the extent of insurance payments for any such losses or defense costs under Lessor's insurance coverage.

(34) Lessor hereby grants to Lessee an option to extend this Lease for one (1) period of one (1) year after the expiration of the one (1) year term of this Lease. Should Lessee exercise its right to extend this Lease for a one (1) year period after the expiration of the original term of this Lease, then Lessor further grants to Lessee an option to extend this Lease for one (1) additional term of one (1) year following the expiration of the first one (1) year extension term. PROVIDED, however, that this paragraph is understood by the parties to permit no more than two (2) consecutive one (1) year extensions of the original one (1) year term of this Lease. To exercise the options to extend this Lease, Lessee shall give Lessor written notice of intention to do so at least sixty (60) days before the expiration of the Lease term then in effect. Subject to any written modifications agreed to by the parties, any extensions of this Lease shall be governed by the terms and covenants of this original Lease except that the monthly rental payments provision of Paragraph (1) of this Lease shall be modified as mutually agreed to by the parties but shall in no event be less than the increase in the Consumer Price Index for the immediately preceding twelve (12) months. The parties agree and understand that the monthly rental payments hereunder during the original term of this Lease or any extensions thereof shall be in addition to any other payment obligations hereunder such as heating, electrical, and other payments.

(35) Lessee agrees to indemnify and hold harmless Lessor and the property of Lessor, including the Leased Premises, free and harmless from any and all claims, liability, loss, damage or expenses resulting from Lessee's occupation and use of the Leased Premises or any of Lessee's subtenants, specifically including, without limitation, any claim, liability, loss, or damage arising by reason of:

(a) The death or injury of any person or persons, including Lessee or any person



who is an employee, invitee, guest, or agent of Lessee or by reason of the damage to or destruction of any property, including property owned by Lessee or any person who is an employee or agent of Lessee and caused or allegedly caused by either the condition of said Leased Premises, or some act or omission of Lessee or of some agent, contractor, employee, servant, sublessee or concessionaire of Lessee on the Leased Premises;

(b) Any work performed on said Leased Premises or materials furnished to said Leased Premises at the instance or request of Lessee or any agent or employee of Lessee; and

(c) Lessee's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on Lessor or the Leased Premises by any duly authorized governmental agency or political subdivision, including, but not limited to, any environmental requirements or duties.

(36) Notwithstanding the above and foregoing, either party may terminate this Lease by thirty (30) days written notice to the nonterminating party.

In Witness Whereof, the parties hereto have executed this instrument in duplicate this 10<sup>th</sup> day of March, 2021.

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee  
*Landing Board President*  
*4/30/21*

This instrument prepared by: Gregg H. Morelock, BRAND & MORELOCK, 6 W. South St., Greenfield, IN 46140, (317) 462-7787.