

SUBLEASE AGREEMENT BETWEEN THE LORAIN PORT AUTHORITY  
AND LO CO'YAKS

Be It Known, that the Lorain Port Authority, Sublessor, and LoCo'Yaks, Sublessee, do on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ enter into a sublease agreement for the Riverside Park Marina Building and a portion of the adjoining grounds for the purposes of establishing a Kayaking Operation Headquarters and related uses including, but not limited to non-profit organization meeting room, office and retail space.

IT IS AGREED that under the terms of this Agreement the LoCo'Yaks shall be permitted to carry on any necessary acts to promote the commercial and non-profit use and operation of the facilities subleased hereunder, being subject to the Agreements terms and conditions.

The parties hereto acknowledge and agree to respect the conditions as imposed by Lorain Ordinance No. 29-91 upon the party's respective tenancies. Notwithstanding any fund raising and/or commercial activities undertaken for the benefit of the LoCo'Yaks, a non-profit organization, or Sublessee for any of the stated purposes of the LoCo'Yaks a nonprofit entity, the premises shall remain a waterfront park and the construction of any permanent facilities is prohibited with the exception of facilities of a recreational nature. Sublessee agrees to seek approval of the Lorain Port Authority and City of Lorain as Owner of any improvements that would constitute a breach of this contractual obligation as referenced in Lorain Ordinance No. 29-91. A copy of said ordinance is incorporated by reference herein; The Sublessee LoCo'Yaks agrees that it shall do nothing that will violate said ordinance.

1. AREA TO BE SUBLEASED: The parties do hereby agree that the real property as is set forth and described upon the Exhibit designated as "MAP OF AREA TO BE SUBLEASED" as attached hereto is fully incorporated by reference herein. Each party has agreed to have their authorized representative initial and execute said Exhibit as an indication that it finds that the area is acceptable and fully capable of contemplated use under all conditions and terms of this Agreement.

2. IMPROVEMENTS & APPROVAL: All improvements to the premises being subleased shall be subject to the prior design approval of the Lorain Port Authority, which approval shall not be unreasonably withheld or delayed. Sublessee LoCo'Yaks shall have the right at its own expense to construct, renovate, improve, add to, remodel and develop such improvements as approved in the future on the premises, at its sole cost and expense; however, upon termination of this sublease agreement, any improvements made to the premises or constructed upon the real property shall belong to the Lorain Port Authority without cost or payment of any kind as the same are considered to be a form of rent. If other property is to be removed no credit or set-off against rent for the improvement may be declared eligible as a credit or set-off under this lease agreement for any reason.

3. LEASE CONSIDERATION: LoCo'Yaks, Sublessee, agrees to pay to the Lorain Port Authority, Sublessor, as consideration for this Agreement as follows:

The sum of One dollar (\$1.00) per year for the two year term of this lease. Leasehold improvements made to the building and grounds along with the general maintenance (litter pick up, etc.) that LoCo'Yaks will provide at the Riverside Park will serve as services in lieu of rent. For those services to be provided in lieu of rent, Lessee shall provide at the end of each year (December 31<sup>st</sup>) a summary of improvements made to the building and grounds along as an estimated value of the

improvements made and services provided. For those services provided in kind or through volunteers, Lessee shall provide a summary of services provided based upon estimates of fair value from a contractor or the reasonable actual hours of services, which have been performed by volunteers, at the following hourly rates:

- i. Skilled Volunteer, \$20.00 per hour.
- ii. Non-Skilled Volunteer, \$10.00 per hour.

Estimates of fair value, upon request, must be produced for any requested lease offset.

The LoCo'Yaks shall provide an annual report on or about December 31<sup>st</sup> of each year of the two (2) year term outlining improvements and maintenance services provided during the previous year. Accompanying the annual report will be an anticipated work program for the coming year along with projections for the work schedule for the remaining years of the initial lease term.

REVERTER OF LEASE INTEREST OF SUBLESSEE: The interests of the Sublessee/Tenant under this sublease/agreement shall end and terminate upon discontinuance of the "use" of the Riverside Marina building as a Kayaking Operation Headquarters.

4. UTILITIES, TAXES & EXPENSES: Sublessee shall arrange for and pay for all utilities furnished to the premises and any other expenses associated for the repair or maintenance of said real property for the term of this lease, including but not limited to all lighting, security-services, landscaping services, water/sewer, electricity, gas, internet, radio, all other communications and/or telephone service(s) desired by Sublessee, as well as, any property or real estate taxes associated with the building. Sublessee shall also be responsible to provide for its own waste disposal as may be required or generated by its use of the facilities subleased.

5. TERM & TERMINATION OF AGREEMENT: The term of this sublease shall begin January 1, 2017. The initial term shall last for two (2) years until December 31, 2018. Provided all terms of this Agreement and sublease are complied with, the Sub-Lessee shall have the Option to renew the terms of this lease for an additional term of two (2) years. Notice of the intent to exercise the first renewal of this sublease shall be provided by September 30th, 2018. If the renewal is option is exercised, then the lease term will be extended to December 31, 2020.

It should be noted, that the option to extend the lease will at a rental rate to be negotiated by the parties.

6. PROHIBITED USE & ENVIRONMENTAL MATTERS: Sublessee shall ensure that all citizens shall be able to use the premises in a non-discriminatory manner. The Sublessee will not use or occupy said premises for any unlawful purposes; and that the Sublessee will conform to and obey all present and future laws, ordinances, rules, regulations, requirements and orders of the United States of America, the State of Ohio, the County of Lorain, and of all federal and/or state governmental authorities or agencies, and of all municipal departments, bureaus, or boards or officials for said governmental unit, respecting said premises and the use and occupation thereof. Sublessee shall not do, nor allow anyone else to do anything affecting the property that is in violation of any law. Sublessee shall not cause or permit the illegal presence, use, disposal, storage, or release of any hazardous substances on or in the property. Sublessee shall not do, nor allow anyone else to do anything affecting the property that is in violation of any law or regulation issued by the United States

of America E.P.A. or the Ohio E.P.A.; Sublessee shall give Sublessor prompt written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law of which Sublessee has actual knowledge. If Sublessee learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary and that said matter has been caused by LoCo'Yaks or its agents, then the Sublessee shall, at Sublessee's sole cost, promptly take all necessary remedial actions in accordance with environmental law for matters caused by LoCo'Yaks Sublessee shall conduct not less than annual inspections of the premises to ensure that the provisions of this paragraph are at all times fully complied with; written reports of such inspections shall be provided to Sublessor.

7. REPAIRS AND MAINTENANCE:

(A) The Lorain Port Authority, Sublessor,

(i) shall keep the grinder pump, boardwalk, building foundation, roof and outer walls of the leased building in good repair, except that Sublessor shall not be obligated to make any repairs to the same which are caused by the act or negligence of Sublessee, its agents, employees, or licensees;

(ii) shall provide the Sublessee with a credit and set -off against rental payments for the actual cost reduction of any repair, renovation or rehabilitation that Sublessee obtains for Sublessor along with the general grounds services provided to Riverside Park (litter pick [, etc.)

(B) The LoCo'Yaks, Sublessee,

(i) shall make all ordinary repairs to the interior walls, floors, ceilings, doors, trim, windows, and all other appliances at its sole cost or expense. Sublessee shall keep and maintain the premises in good order, condition and repair in a clean, sanitary and safecondition;

(ii) Shall provide general maintenance services to Riverside Park (litter pick up).

(iii) shall utilize its best efforts to assist the Sublessor in reducing the cost of any subsequent repair, renovation or rehabilitation cost-; through the provision of services, labor and materials, etc.

8. NO WASTE OR NUISANCE: The LoCo'Yaks shall not commit waste and shall not allow any nuisance on the premises.

9. ENTRY UPON PREMISES BY LORAIN PORT AUTHORITY: Sublessor reserves for itself and its respective agents and affiliated governmental agents, including any public service or public safety employee, police, fire, health department employees, the right to enter on the premises at reasonable times to inspect the premises for any purpose. The LoCo'Yaks is to have reasonable and adequate notice of entry and the right to have a representative present.

10. SIGNS: Sublessee shall comply with all city ordinances and regulations with respect to appropriate signs or other structures projecting from the premises. The Executive Director of the Lorain Port Authority or his designee must approve all signage before it is used; Said approval shall not be unreasonably withheld.

11. **LIABILITY/DAMAGE CLAIMS:** Sublessee shall indemnify Sublessor from all liability, loss or other damage claims or obligations resulting from any injuries or losses whatsoever relating to the occupancy of the premises by Sublessee.

12. **INDEMNITY:** To the greatest extent permitted by law, LoCo'Yaks shall and will, at all times hereafter indemnify and save harmless the Lorain Port Authority and the City of Lorain, Ohio from and against any and all detriment, damages, losses, demands, claims, suits, costs and expenses which they may suffer, sustain or be subject to as a result of any negligent act or omission on the part of any invitee, agent of the LoCo'Yaks, its licensees, invitees or subtenants, or any of their customers, agents, employees, licensees, and/or invitees, Sublessees or representatives, in connection with the use of the Premises as aforesaid. Sublessee covenants at all times to indemnify and save Sublessor harmless from all loss, liability, cost or damages that may occur or be claimed with respect to any person or property on, in, or about the leased premises or to the leased premises themselves resulting from any act done or omission by or through Sublessee, its agents, employees invitees, or any person on the premises by reason of Sublessee's use or occupancy or resulting from Sublessee's non-use, or possession of such property and any and all loss, cost, liability, or expense resulting therefrom; and further Sublessee covenants at all times to maintain such premises for the protection and care of all persons upon the premises.

13. **INSURANCE TO BE MAINTAINED:** Sublessee shall procure and maintain in force, at its expense, during the term of this lease, and any extension thereof, public liability insurance with insurers and through brokers approved by Sublessor, and Sublessor shall not unreasonably withhold such approval. Any policy of insurance so procured shall be with an insurance company license to do business in the State of Ohio. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in the area to be leased and the adjacent parking lot, in a minimum amount of One Million Dollars, (\$1,000,000.00) for injury to or death of each person injured per occurrence, Two Million Dollars, (\$2,000,000.00) aggregate, comprehensive general liability policy. The insurance policies shall provide coverage for contingent liability of Sublessor on any claims or losses. The policy shall designate Sublessor, the City of Lorain, Ohio, any other parties in interest designated by Sublessor, and Sublessee as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Sublessor thirty (30) days prior written notice. An exact copy of the policy or certificate of insurance same shall be delivered to Sublessor. Sublessee shall be obligated to provide Sublessor any newly issued policies or riders issued by its insurer or any new insurer. If the insurance policies are not kept in force during the entire term of this lease, or any extension thereof, Sublessor may procure the necessary insurance and pay the premiums therefore, and the premium shall be repaid to Sublessor as an additional rent installment due on the first of the month following the date on which the premiums were paid by Sublessee. Such procured "SPECIAL FORM ALL RISK COVERAGE" shall cover all perils, fire and extended coverage insurance shall be adequate to protect against all perils which said real property and building may be subjected to, including, but not limited to: fire, smoke, explosion, gunshot, glass breakage, vandalism, criminal damaging, theft, storm, wind or tornado, lightning, ice and water damage, sewerage backup, pipe bursting, etc., if attainable. Any policy of insurance so procured shall be with an insurance company licensed to do business in the State of Ohio. ~~The policy shall name Sublessor, the City of Lorain, Ohio, and any other parties in interest designated by Sublessor, and Sublessee as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Sublessor thirty (30) days prior written notice. The policy or policies or an exact copy of the same shall be delivered to Sublessor for keeping. Sublessee shall be obligated to provide Sublessor any newly issued policies or riders issued by its insurer or any new insurer. If the insurance policies are not kept in force during the entire term of this lease, or any~~

~~extension thereof, Sublessor may procure the necessary insurance and pay the premiums therefor, and the premium shall be repaid to Sublessor or as an additional rent installment due on the first of the month following the date on which the premiums were paid by Sublessor. Sublessee agrees not to sue Sublessor and the City of Lorain, Ohio for any reason regarding any loss Sublessee claims to sustain and Sublessee agrees to indemnify Sublessor against any claims made by any third parties over any such loss. It is understood and agreed that loss by fire or other damage covered by insurance to the premises or any part thereof or to any property of the Sublessee located therein or the operation of the Sublessee conducted therein shall mean such loss however caused, and the Sublessee and Sublessor each agree to waive their rights of recovery and causes of action against the other for any damage suffered by either caused by any of the perils covered by the procured "SPECIAL FORM ALL RISK COVERAGE", all perils, fire and extended coverage of insurance policies; provided, however, that in the event it becomes impossible for either party to obtain insurance coverage because of this provision of waiver, then this provision shall be void. Sublessee is advised to and agrees to independently obtain such insurance coverage on Sublessee's interior improvements and contents as Sublessee deems appropriate to protect Sublessee's interests.~~

14. **DEFAULT:** If Sublessee defaults in the payment of rent, or any part thereof, within THIRTY (30) days after due notice of the amount of rent owing has been delivered by Sublessor to Sublessee, or if Sublessee defaults in the performance of any other term or condition of this lease and fails to correct such default or commence corrective action within thirty (30) days after receipt of written notice from Sublessor describing the default Sublessee will be considered to have breached this lease. Respecting all non-financial lease obligations, the parties agree that Sublessee's written acknowledgment that Sublessee will correct the default cited by Sublessor in its notice to Sublessee shall constitute the commencement of corrective action for purposes of this Section and Sublessee agrees to follow through on such corrective action as required in a timely manner.

15. **REMEDIES OF SUBLESSOR FOR BREACH BY SUBLESSEE:** In the event of a default by Sublessee, Sublessor shall have the right to invoke any remedy permitted to Sublessor in law or in equity. No termination of this lease shall deprive Sublessor of any of its remedies or action against Sublessee and Sublessee shall remain liable for past or future rent. However, Sublessor shall make reasonable effort to relet the premises.

16. **GOVERNING LAW:** This agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Lorain County, Ohio. This Agreement takes effect upon its acceptance and execution by Sublessor and Sublessee; and shall be interpreted and construed under the laws of Ohio, which laws shall prevail in the event of any conflict of law. The parties agree that any action sought to be brought by either party in any court shall be brought within the Common Pleas Court for Lorain County, Ohio and do hereby waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. No right or remedy conferred upon or reserved to Sublessor or Sublessee by this Agreement is intended to be, nor shall be deemed, exclusive or any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative or every other right or remedy.

17. **CONTRACTUAL INTERPRETATION:** Each Paragraph, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any Paragraph, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining portions, sections, parts, terms and/or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms and/or provisions

shall be deemed not part of this Agreement. Anything to the contrary herein notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Sublessor or Sublessee and such of their respective successors and assigns as may be contemplated by this Agreement any rights or remedies under or by reason of this Agreement. Sublessee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is contained within the terms of any provision hereof, as though it were separately stated in and made a part of this Agreement that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Sublessor is a party, or from reducing the copy of any promise or covenant to the extent required to comply with such a court order.

18. **NON-WAIVER OF RIGHTS:** No failure of Sublessor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Sublessee with any obligation or condition hereunder, and no custom or directive of the parties in variance with the terms hereof, shall constitute a waiver of Sublessor's right to demand exact compliance with the terms hereof. Waiver by Sublessor of any particular default by Sublessee shall not be binding unless in writing and executed by the party sought to be charged and shall not affect or impair Sublessor's right with respect to any subsequent default of the same or of a different nature; nor shall any delay, waiver, forbearance, or omission of Sublessor to exercise any power or rights arising out of any breach or default by Sublessee of any of the terms, provisions, or covenants hereof, affect or impair Sublessor's rights nor shall such constitute a waiver by Sublessor of any right hereunder or the right to declare any subsequent breach or default. Subsequent acceptance by Sublessor of any payment(s) due to it hereunder shall not be deemed to be a waiver by Sublessor of any preceding breach by Sublessee of any terms, covenants or conditions of this Agreement.

19. **ASSIGNMENT, SUBLEASE OR LICENSE:** Sublessee shall not assign or sublease the premises or any right or privilege connection therewith, or allow any other person except agents and employees of Sublessee to occupy the premises or any part thereof without first obtaining the written consent of Sublessor. A consent by Sublessor shall not be a consent to a subsequent assignment, sublease or occupation by other persons. An unauthorized assignment, sublease or license to occupy by Sublessee shall be void and Sublessor may terminate lease in such event at Sublessor's sole option. The interest of Sublessee in this lease is not assignable by operation of law without the written consent of Sublessor. The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their legal representatives, successors and assigns. The terms, conditions and provisions of this Agreement and sublease shall inure to and be binding upon Sublessor and Sublessee and their respective directors, officers, successors and assigns.

20. **NO MODIFICATIONS:** This AGREEMENT is integrated and expresses the complete and entire agreement between the parties and no promise, representation, warranty, covenant, agreement or other undertaking not specifically contained herein shall be binding upon or inure to the benefit of either party hereto; It contains all of the parties understandings and shall not be altered, changed or otherwise modified except by a written document executed by all parties hereto. It is distinctly understood between the parties hereto that all agreements and understanding of any character heretofore and between them are embodied in this instrument, and no changes shall be made herein unless the same shall be in writing and duly signed by the parties hereto in the same manner and form as this lease has been executed; This Agreement, any Exhibit attached hereto, and the documents referred to herein, shall be construed together and constitute the entire; full and complete agreement between Sublessor and Sublessee concerning the subject matter hereof, and supersede all

prior agreements. No other representation has induced Sublessee to execute this Agreement, and there are no representation, inducements, promises, or agreement, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties.

IN WITNESS THEREOF, the parties hereto have caused their authorized representatives to sign this Agreement without reservation and thereby fully intending to contractually bind their respective principals to this Agreement and all its terms and conditions.

STATE OF OHIO )  
 ) SS:  
LORAIN COUNTY )

Before me, a Notary Public, personally appeared, Richard Novak, Executive Director of the Lorain Port Authority, who acknowledged that he did sign the foregoing instrument in his official capacity as a duly authorized agent of the Lorain Port Authority and that the same is his free act and deed as such authorized agent.

In witness whereof, I hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

Signed and acknowledged in the presence of: Lorain Port Authority, Sublessor

\_\_\_\_\_

Richard Novak, Executive Director

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LoCo'Yaks, Sublessee

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