

FACILITIES LEASE EXTENSION
2021-2022

LANDLORD:
(School City of Hobart / Ridge View Elementary School)

TENANT:
Hobart Family YMCA

FACILITIES LEASE

THIS LEASE is made and entered into this 20th day of August, 2020 between **School City of Hobart at Ridge View Elementary School** ("Landlord") and the **Hobart Family YMCA** ("Tenant")

WITNESSETH:

WHEREAS, pursuant to Ind. Code §§ 20-26-5-2 through -3, the Hobart Family YMCA ("Tenant") provides latch-key services to the School City of Hobart at Ridge View Elementary School ("Landlord") before and/or after school hours on days school is in session ("latch key program");

WHEREAS, Landlord desires that Tenant continue to provide latch key services to Landlord; and

WHEREAS, Tenant desires to lease space from Landlord in conjunction with Tenant's latch key program;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I LEASE OF PREMISES

Section 1.01. **Lease and Description of Premises.** Landlord does hereby lease, demise and let to Tenant the use of the facilities indicated on "Exhibit A" (the "Leased Premises") attached hereto and made a part hereof, consisting of classrooms 6, 7, 8, 9, 10, 11, 12, principal's office, kitchen and staff lounge with access to bathroom facilities for children and, during times agreed upon with the Landlord, access to specific shared spaces in the facility that includes the cafeteria, outside playground, gym, and public bathrooms.

ARTICLE II TERM OF LEASE

Section 2.01. **Term.** The term of this Lease shall commence on **August 21, 2020 and continue until June 30, 2021**, then automatically renew for one-year terms on July 1 of each subsequent year until terminated.

Section 2.02. **Termination.** This Lease may be terminated by either party at any time, without cause, upon delivering thirty (30) days' prior written notice of termination to the other party; provided, however, that the term of this Lease is contingent upon the continued participation and operation of Tenant of the latch key program, and shall automatically terminate in the event of any termination of Tenant's termination of latch key program services.

ARTICLE III USE AND OCCUPANCY

Section 3.01. **Use.** Tenant shall solely use the Leased Premised to house latch key program activities, and uses related thereto.

Section 3.02. **Care of the Leased Premises.** Tenant shall not commit or allow any waste or damage

to be committed on any portion of the Lease Premises. Tenant shall be responsible for monetary reimbursement to the Landlord for any waste or damage that occurs, outside of the repair and maintenance for which the Landlord is responsible under Article VI.

ARTICLE IV
RENT

Section 4.01. **Rent.** The Tenant shall pay the Landlord One Thousand Seven Hundred and 00/100 dollars (\$1,700.00) on the first of every month beginning September 1, 2020 and continuing each month thereafter for the duration of this contract and any renewed contract.

Section 4.02. **Pro-rated Rent.** The Tenant shall pay the Landlord the prorated amount of Five Hundred Nine and 94/100 dollars (\$509.94) on or before September 1, 2020 for the dates of rental August 22, 2020 through August 31, 2020.

Section 4.03 **Utilities.** The Tenant shall pay the Landlord -0- on the first of every month for the duration of this contract and any renewed contract.

ARTICLE V
BUILDING AND OPERATION SERVICES

Section 5.01. **Services to be Provided.** Landlord shall be solely responsible for providing at Landlord's expense, all necessary utility and security services to the Leased Premises in the same manner as usually and customarily provided by Landlord for the remainder of the building, including without limitation, services such as heat, air-conditioning, electric energy, water and other utility services for Tenant's full use and enjoyment of the Leased Premises. Landlord shall furnish janitorial services and supplies and trash removal. Landlord will provide snow and ice removal from the parking areas and sidewalks.

ARTICLE VI
REPAIRS, MAINTENANCE AND IMPROVEMENTS

Section 6.01. **Repair and Maintenance of Building and Lease Premises.** Landlord shall maintain and make all repairs to the Leased Premises and Building, including all equipment and Landlord shall keep the same in a safe, clean and neat condition and use reasonable efforts to keep all equipment used in common with others, such as plumbing and similar equipment, in good condition and repair. Landlord shall not be responsible for that repair and maintenance necessitated by negligence, fault or carelessness of Tenant, its employees or students. All of the above services will be provided as In-Kind to the latch key program.

Section 6.02. **Internet and Phone Services.** Landlord will provide internet and phone services for the Tenant.

ARTICLE VII
ASSIGNMENT AND SUBLETTING

Section 7.01. **Assignment and Subletting.** Tenant shall not assign or encumber this Lease or any

interest herein, or sublet the Leased Premises or any part thereof, without the prior written consent of the Landlord.

ARTICLE VIII INSURANCE

Section 8.01. **Fire and Extended Coverage Insurance.** Landlord shall procure and keep in effect at all times during the Term of the Lease, fire and extended coverage insurance, in such amounts for the full replacement value of the Building, and its property, arising out of casualty covered by such insurance. Tenant shall be responsible for insuring Tenant's property in the Leased Premises against fire, damage or theft.

Section 8.02. **Tenant's Public Liability Insurance for Leased Premises.** Tenant shall procure and maintain during the Term of this Lease a policy or policies of insurance, written by a responsible insurance company or companies satisfactory to Landlord, insuring Tenant and Landlord as an additional named insured against any and all losses, claims, demands or actions whatsoever for bodily injury to or death of any one or more persons or for property damage in any one occurrence for which Tenant becomes legally obligated in amounts customary for school corporations in Indiana, arising from Tenant's conduct and the public education conducted by Tenant in the Leased Premises and use of its equipment in all common areas, and all manner of ingress and egress used by Tenants, its students parent of students, guests, invitees or other visitors of whatever kind. A Certificate of Liability Insurance form will be forwarded to the Landlord.

Section 8.03. **Landlord's Public Liability Insurance for Building.** Landlord shall procure and maintain during the Term of this Lease a policy or policies of insurance, written by a responsible insurance company or companies, insuring Landlord against any and all losses, claims, demands or actions for bodily injury to or death of any one or more persons or for property damage in any one occurrence for which Landlord becomes legally obligated in amounts customary for Landlord's uses in the Building, which insurance will cover accidents or occurrences: (i) occurring in the Building or upon the Real Estate (other than inside the Leased Premises); (ii) arising from, related to or connected with the conduct and operation of the Building and the Real Estate (other than the Leased Premises); and (iii) caused by acts performed or required to be performed by Landlord under this Lease including acts on, within or affecting the Leased Premises.

ARTICLE IX RIGHTS ON TERMINATION

Section 9.01. **Surrender of Possession.** At the termination of this Lease, Tenant shall deliver possession of the Leased Premises to Landlord, together with all improvements or additions upon or belonging to the same, by whomsoever made, in the same condition as received on the commencement of this Lease, ordinary wear and tear and damage by fire, earthquake, acts of God or the elements alone excepted.

ARTICLE X NOTICES

Section 10.01. **Notices.** All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been fully given when personally delivered or sent by registered or certified mail, postage prepaid to the address noted below. The effective date of mailed notices or communications shall be three (3) days after the post marked date.

If to Tenant: Hobart Family YMCA
Attn.: Andrew Zimmer
601 W. 40th Place
Hobart, Indiana 46342

If to Landlord: School City of Hobart
Administration Building
Attn: Dr. Peggy Buffington
32 E. 7th Street
Hobart, IN 46342

ARTICLE XI **SIGNS**

Section 11.01. **Signs in Subleased Premises.** The Tenant shall have the right to install signs in the Subleased Premises and/or on the Building with prior consent of Landlord, which consent shall not be unreasonably withheld. It shall be the responsibility of Tenant to ensure that all such signs comply with applicable laws and zoning ordinances.

ARTICLE XII **MISCELLANEOUS AGREEMENTS**

Section 12.01. **Waiver.** The failure of Landlord or Tenant to seek redress for violation of, or to insist upon strict and timely performance of any covenant or condition of this Lease, shall not constitute a waiver of any such violation or prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is in writing signed by the waiving party. No act or omission by Landlord or its employees or agents during the Term of this Lease shall be deemed an acceptance or a surrender of the Leased Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

Section 12.02. **Quiet Environment.** Landlord covenants and agrees with Tenant that upon Tenant paying the rent and all other charges due hereunder and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed under the terms of this Lease, Tenant may peaceably and quietly enjoy the Leased Premises during such times as Tenant occupies the Leased Premises as set forth in Exhibit A.

Section 12.03. **Governing Law.** This Lease shall be governed by the laws of the State of Indiana.

Section 12.04. **Successors and Assigns.** Except as herein limited, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 12.05. **Consents and Approvals.** Whenever provision is made in this Lease for either party to secure the consent or approval of the other party, except as otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, conditioned, or delayed. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be

deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Section 12.06. **Relationship Between the Parties.** The Landlord and Tenant are entering this Lease solely as independent contracting parties. Neither party to this Lease shall be liable under any other contract nor obligations of the other party, except as otherwise provided pursuant to this Lease, or for any act or omission of the other party, its officers, employees or agents. Nothing in this Lease shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to enter into any agreement or create any obligation on behalf of the other in any respect, it being intended that each shall remain solely responsible for its own actions. No employee or agent of one party hereto shall be considered an employee or agent of the other party hereto.

Section 12.07. **COVID-19.** Tenant agrees that, at Landlord's discretion, Tenant shall heed all policies and/or procedures implemented by Landlord as a result of the coronavirus global pandemic ("COVID-19"), including but not limited to all social distancing, cleaning, and other COVID-19 policies and procedures. If Landlord determines that any of its facilities should close as a result of COVID-19, Tenant agrees that it shall not be entitled to use any of Landlord's facilities and that such closure and use restriction will not constitute a breach of this Agreement. Tenant acknowledges and agrees that Landlord has the sole discretion to implement any COVID-19 procedures, policies, and/or restrictions, and that the obligations of this Agreement shall be subject to and governed by all of Landlord's COVID-19 procedures, policies, and/or restrictions.

Section 12.08. **Force Majeure.** If the performance of any part of this contract by Seller or Buyer is prevented, hindered or delayed by reason of any cause or causes beyond the control of Seller or Buyer, including but not limited to epidemics or pandemics (whether COVID-19 or otherwise), other large-scale medical outbreaks, quarantine restrictions or government-issued stay at home orders, widespread disease, acts of God or of a public enemy, fires, floods, unusually severe weather, explosions, riots, war, terrorism, and labor strikes or shortages, and which cannot be overcome by due diligence, the party affected shall be excused from such performance to the extent that it is necessarily prevented, hindered or delayed thereby, during the continuance of any such happening or event, and this contract shall be deemed suspended so long as and to the extent that any such cause prevents or delays its performance.

The party claiming to be affected thereby shall give notice to the other party within a reasonable time after the happening thereof of the nature and extent of any force majeure condition referred to in paragraph (a) hereof claimed to exist and the terms and conditions of such paragraph shall not become operative unless such notice has been given.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed by their duly authorized officers or agents as of the day, month and year first above written.

**LANDLORD:
ON SCHOOL CITY OF HOBART**

By: _____
Title: Terry Butler, School Board President

Date: _____

By _____
Title: Rikki Guthrie, School Board Secretary

Date: _____

**TENANT:
YMCA**

By: _____

Title: _____

Date: _____

EXHIBIT A
LEASED PREMISES

Building:

The Leased Premises shall be comprised of the following areas of the building:

1. Tenant shall have use of the following rooms, as shown on the attached map of Ridge View Elementary School incorporated hereto, throughout the term of the Lease on such days and at such times as shall be agreed upon between Landlord and Tenant from time to time for operation of the latch key program:
 - a. Classrooms 6-12
 - b. Principal's Office
 - c. Kitchen
 - d. Staff Lounge
 - e. Shared Spaces
 - i. Restrooms
 - ii. Gym
 - iii. Cafeteria
 - iv. Outside Playground
2. In addition, Tenant shall have use of parking spaces as shall be reasonably necessary to accommodate Tenant's employees.
3. From time to time, Tenant may request use of additional areas within the Building. Landlord and Tenant agree to reasonably cooperate with regard to scheduling the use of such additional areas and the date(s), time(s) and conditions of such.
4. Tenant shall have access to the Building and Leased Premises during the latch key program's normal hours of operation during the school year, Monday through Friday, excluding legal holidays. If Tenant requires access to the Building and Leased Premises at other times (e.g., evenings, weekend, and holidays), Tenant and Landlord shall reasonably cooperate in scheduling access to the Building at such times.
5. Tenant shall comply with Landlord's policies, rules and regulations for the building while occupying the Leased Premises, which are subject to change without notice to Tenant.

YMCA -

Geminus

Shared space

YMCA Future Expansion

