

# ELMWOOD LOCAL SCHOOLS

## Lease Agreement

This lease agreement was entered into on August 1, 2023, between **Elmwood Local Schools**, organized under the laws of the State of Ohio, having its principal place of business at **7650 Jerry City Road, Bloomdale, Wood County, Ohio**, referred to as “lessor,” and **LifeWise Academy**, a nonprofit organization under the laws of the State of Ohio, referred to as “lessee.”

### SECTION ONE DESCRIPTION OF PREMISES

Lessor leases to lessee the premises located at 7650 Jerry City Road, Bloomdale, Wood County, Ohio. The space is in the building identified as the Elmwood Community Center.

### SECTION TWO TERM

The term of this lease agreement is one (3) year, beginning on August 1, 2023 and terminating on July 31, 2026. The lessee must provide written notification within 30 days of termination of the conditions of this agreement.

### SECTION THREE RENT

- A. The total rent under this lease agreement is \$4,050.00 annually.
- B. Lessee shall pay lessor the above specified amount in installments of \$450.00 each month, beginning on September 10, 2023, with succeeding payments due on the 10<sup>th</sup> day of each subsequent month during the term of the lease agreement, until 9 payments have been made.

**SECTION FOUR  
USE OF PREMISES**

The demised premises are to be used for the purposes of education. Lessee shall restrict its use to such purposes, and shall not use or permit the use of the demised premises for any other purpose without the prior, express, and written consent of lessor, or lessor's authorized agent.

**SECTION FIVE  
RESTRICTIONS ON USE**

- A. Lessee shall not use the demised premises in any manner that will increase risks covered by insurance on the demised premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of lessee's business purposes.
- B. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the demised premises, and shall comply with all requirements of the insurers applicable to the demised premises necessary to keep in force the fire and liability insurance.

**SECTION SIX  
WASTE, NUISANCE, OR UNLAWFUL ACTIVITY**

Lessee shall not allow any waste or nuisance on the demised premises, or use or allow the demised premises to be used for any unlawful purpose.

**SECTION SEVEN  
UTILITIES**

Lessor shall arrange and pay for all telephone and internet services term of this lease agreement.

**SECTION EIGHT**  
**DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES**

- A. Lessor represents that the demised premises are in fit condition for use by lessee. Acceptance of the demised premises by lessee shall be construed as recognition that the demised premises are in a good state of repair and in sanitary condition.
- B. Lessee shall surrender the demised premises at the end of the lease term, or any renewal of such term, in the same condition as when lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms.

**SECTION NINE**  
**PARTIAL DESTRUCTION OF PREMISES**

- A. Partial destruction of the demised premises shall not render this lease agreement void or voidable, nor terminate it except as specifically provided in this lease agreement. If the demised premises are partially destroyed during the term of this lease agreement, lessor shall repair them when such repairs can be made in conformity with governmental laws and regulations, within **30 days** of the partial destruction. Written notice of the intention of lessor to repair shall be given to lessee within **10 days** after any partial destruction. Rent will be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the demised premises by lessee. If the repairs cannot be made within the time specified above, lessor shall have the option to make them within a reasonable time and continue this lease agreement in effect with proportional rent rebate to lessee as provided for in this lease agreement. If the repairs cannot be made in **30 days**, and if lessor does not elect to make them within a reasonable time, either party shall have the option to terminate this lease agreement.

**SECTION TEN  
ENTRY ON PREMISES BY LESSOR**

- A. Lessor reserves the right to enter on the demised premises at reasonable times to inspect them, perform required maintenance and repairs, or to make additions, alterations or modifications to any part of the building in which the demised premises are located, and lessee shall permit lessor to do so.
- B. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repair, all without incurring liability to lessee for disturbance of quiet enjoyment of the demised premises, or loss of occupation of the demised premises.

**SECTION ELEVEN  
NONLIABILITY OF LESSOR FOR DAMAGES**

Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the demised premises by lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the demised premises during the term of this lease agreement or any extension of such term. Lessee shall indemnify lessor from any and all liability, loss, or other damages claims or obligations resulting from any injuries or losses of this nature.

**SECTION TWELVE  
LIABILITY INSURANCE**

- A. Lessee shall procure and maintain in force at its expense during the term of this lease agreement and any extension of such term, public liability insurance with insurers. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the demised premises. The insurance policies shall provide coverage for contingent liability of lessor on any claims or losses.
- B. If the insurance policies required by this section are not kept in force during the entire term of this lease agreement or any extension of such term, lessor may procure the necessary insurance and pay the premium for it, and the premium shall be repaid to lessor as an additional rent installment for the month following the date on which the premiums were paid by lessor.

**SECTION THIRTEEN  
ASSIGNMENT, SUBLEASE, OR LICENSE**

- A. Lessee shall not assign or sublease the demised premises, or any right or privilege connected with the demised premises, or allow any other person except agents and employees of lessee to occupy the demised premises or any part of the demised premises without first obtaining the written consent of lessor.

**SECTION FOURTEEN  
ENTIRE AGREEMENT**

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

**SECTION FIFTEEN  
MODIFICATION OF AGREEMENT**

Any modification of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

In witness, each party to this lease agreement has caused it to be executed at Elmwood Local School District on the date indicated below.

Jenalee Niese 7/17/2023  
Jenalee Niese, Treasurer/Date  
Elmwood Local School District

[Signature] 7/21/2023  
LifeWise Academy/Date