

RESOLUTION NO. 50-79
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Russell Sierstman ON THE 5th
DAY OF November, 1979.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER
TO ENTER INTO A SPACE RENTAL AGREEMENT WITH THE
CENTERVILLE-WASHINGTON TOWNSHIP CHAMBER OF COMMERCE.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. The City Manager is hereby authorized and directed
to enter into a space rental agreement with the Centerville-Washington
Township Chamber of Commerce, a copy of which is attached hereto and
incorporated herein, and to do any and all things necessary to carry out
said lease.

PASSED this 5th day of November, 1979.

Victor A. Green
Mayor of the City of Centerville, Ohio

ATTEST:

Maria S. Schaubel
Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville,
Ohio, hereby certifies the foregoing to be a true and correct copy of
Resolution Number 50-79, passed by the Council of the City of
Centerville, Ohio, on the 5th day of November, 1979.

Maria S. Schaubel
Clerk of the Council

Approved as to form, consistency
with the charter and constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

SPACE RENTAL AGREEMENT

The City of Centerville (hereinafter Landlord), in consideration of the rents and covenants hereinafter stipulated to be paid and performed by the Centerville-Washington Township Chamber of Commerce (hereinafter Tenant), does hereby let and lease unto said Tenant the premises described in Exhibit "A", attached hereto, incorporated herein and made a part hereof, together with the usage in common with the Landlord and any other Tenant of all hallways, restrooms, kitchenette, conference room and parking area appurtenant to the said premises, to have and to hold unto said Tenant on a month to month tenancy, commencing on the 1st day of December, 1979, at a monthly rental rate of Sixty Dollars (\$60.00). This Agreement may be terminated at any time by either party by the giving of thirty (30) days prior written notice to the other party. All monthly rental installments shall be paid in full, in advance, with the first payment being due on the 9th day of December, 1979, and the remaining payments being due on the same date of each consecutive month thereafter, with time being of the essence. If any monthly rent installment is not paid by said due date, Landlord may, at its option, terminate this Agreement by the giving of ten (10) days written notice.

The premises shall be used only for the legitimate activities of the Tenant all of which shall be of a nonprofit nature insofar as the Tenant itself is concerned.

The Tenant shall keep the entire leased premises safe and sanitary and shall cooperate with the Landlord in keeping the common areas provided for herein safe and sanitary; shall dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner; shall not commit waste upon the leased premises or the common areas provided for herein and shall comply with the requirements of all applicable state and local housing, health and safety codes; shall not unreasonably withhold consent to the Landlord to enter into the leased premises in order to inspect the premises, to make ordinary, necessary or agreed repairs, decorations or improvements;

the Tenant shall not assign this Agreement nor any part thereof; shall not sublet any part or all of the leased premises; shall not make any alterations or improvements to the leased premises or the remainder of the premises not leased hereunder without the written consent of the Landlord, which consent will not be unreasonably withheld; shall not do anything or permit anything to be done which increases the fire hazard; to the extent consistent with the obligations of the Landlord hereunder, the Tenant will surrender the premises in as good condition as they now are or may be put by the Tenant, reasonable wear and tear excepted, and shall not use the premises for any unlawful purposes. The parties further agree that any alterations or improvements to the leased premises or the remainder of the premises not subject to this lease performed by the Tenant with the written consent of the Landlord shall remain after termination of this Agreement and shall become the property of the Landlord.

If the Tenant fails to fulfill any obligation imposed upon it by statute or this Agreement, the Landlord may deliver a written notice of that fact to the Tenant specifying the act or admission which constitutes such failure and specifying that this Agreement will terminate upon a certain date (not less than ten days after receipt of the notice), and if the Tenant fails to remedy the condition, this Agreement shall then terminate as provided in the notice. Such termination shall be deemed to have been forced by the Tenant's failure and the Landlord shall be entitled to recover all rents due under this Agreement. If the premises are partially destroyed by fire or other casualty, repairs shall be made by the Landlord as quickly as reasonably possible, and the rent shall abate until the premises are repaired but only to the extent that the premises have been rendered untenable by such partial destruction and, in the alternative the Landlord shall have the option to elect to terminate this Agreement with the Tenant to be liable only for the prorated portion of the rental amount up to the date of termination or the date of Tenant's vacation of the premises, whichever occurs later.

In the event any court of appropriate jurisdiction validates any one or more of the provisions of this Agreement, the remaining portions hereof shall continue to be valid and binding and effective; provided, however, that in such event the Landlord shall have the option to terminate this Agreement and upon such termination the Tenant shall be responsible for compliance with the terms and conditions of this Agreement and pay a prorated portion of the rent up to the date of termination or the vacation of the premises, whichever occurs later. In no event and under no circumstances shall the Landlord be or become liable for any loss, damage or injury to persons or property which may occur to the Tenant, its guests, invitees or licensees.

The Landlord warrants that the Tenant in paying the rental and performing the conditions of this Lease may quietly occupy and enjoy the leased premises and may, in common with the Landlord and any other Tenants, quietly occupy and enjoy those portions of the premises not leased to the Tenant which are to be used in common with the Landlord and other Tenants. The failure of the Landlord to enforce any rights under this Agreement shall not be deemed a waiver of the right to enforce such rights at a subsequent date, nor shall the Landlord be estopped from such subsequent enforcement.

In consideration of the payment of the rent provided for herein, the Landlord shall supply to the Tenant all utilities (with the exception of telephone) including trash removal.

This written Agreement contains the entire understanding of the parties, there being no oral agreements or representations made by either party to the other and this Agreement shall be binding upon and shall enure to the benefit of the Landlord and the Tenant jointly and severally and their respective successors and the assigns of the owner.

IN WITNESS WHEREOF, the Landlord and the Tenant have
executed this Agreement on the 9 day of Nov, 1979.

WITNESS:

Arene Marcus

Cliff Caldwell

CITY OF CENTERVILLE

By Darryl K. Kenning
Darryl K. Kenning
City Manager

CENTERVILLE-WASHINGTON TOWN-
SHIP CHAMBER OF COMMERCE

By Wm. R. Lucas, Pres.
Its President

and Margaret A. Messer
Its Secretary

EXHIBIT A

Said premises located at 7970 South Suburban Road,
Centerville, Ohio, Second Floor, Front, Rooms designated
201 and 202.