

RESOLUTION NO. 32-78

CITY OF CENTERVILLE, OHIO

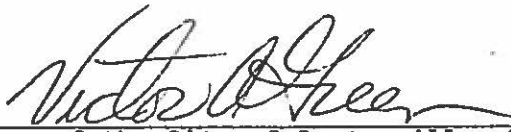
SPONSORED BY COUNCILMAN James Singer ON THE 17th
DAY OF April, 1978.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MIAMI VALLEY DISASTER SERVICES FOR THE RENTAL OF SPACE FROM THE CITY OF CENTERVILLE, OHIO.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

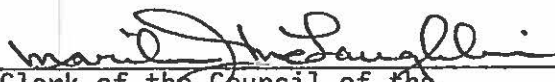
Section 1. That the City Manager is hereby authorized and directed to enter into a contract, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein, with Miami Valley Disaster Services for the rental of space from the City of Centerville, Ohio.

PASSED this 17th day of April, 1978.



Mayor of the City of Centerville, Ohio

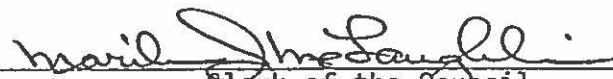
ATTEST:



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 No. 32-78, passed by the Council of the City of Centerville, Ohio, on the 17th day of April, 1978.



Clerk of the Council

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

Department of Law
Robert N. Farquhar
Municipal Attorney

SPACE RENTAL AGREEMENT

The City of Centerville (hereinafter Centerville), in consideration of the rents and covenants hereinafter stipulated to be paid and performed by the Miami Valley Disaster Services (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 Centerville of all hallways, restrooms, kitchenette, conference room and parking area appurtenant to the said premises, to have and to hold unto said Tenant for the term of one year, commencing on the 1st day of June, 1978, at a monthly rental rate of five hundred (\$500.00) dollars, with the total rental rate for the entire year being six thousand (\$6,000.00) dollars; provided, however, that said lease term shall automatically renewed for additional one year periods unless either party hereto no later than 120 days prior to the expiration of any one year period serves a written notice upon the other party of a desire to renegotiate any cause of disagreement in which event the parties shall renegotiate any set clause and if satisfactory renegotiation cannot be effected, this Agreement shall terminate at the expiration of any said one year period. The premises shall be used only for the legitimate activities of the Tenant. All monthly rental installments shall be paid in full, in advance, with the first payment being due on the 1st day of June, 1978, 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, Centerville may, at its option, declare all remaining installments accelerated and due and payable immediately upon the basis that this is a lease for an entire year and is not a month to month tenancy; provided further, however that either party hereto may terminate this Agreement at any time by the giving of a written notice to the other party specifying a specific termination date which

shall not be less than 120 days from the date of said notice of termination.

The Tenant shall keep the entire leased premises safe and sanitary and shall cooperate with Centerville in keeping the common areas provided for herein safe and sanitary; shall dispose of all rubbish, garbage and other wastes 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 City of Centerville to enter into the leased premises in order to inspect the premises, to make ordinary, necessary or agreed repairs, declarations 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 Centerville, which consent will not be unreasonably withheld; shall not do anything or act, or permit it to be done, which increases the fire hazard; to the extent consistent with the obligations of Centerville 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 accepted, 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 Centerville shall remain after termination of this Agreement and shall become the property of the City of Centerville.

If the Tenant fails to fulfill any obligation imposed upon it by statute or this Agreement, Centerville may deliver a written notice of that fact to Tenant specifying the act or omission which constitutes such failure and specifying the

this Agreement will terminate upon a certain date (not less than thirty 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 Tenants failure and Centerville shall be entitled to recover all rents due under this lease including accelerated installments. If the premises are partially destroyed by fire or other casualty, repairs shall be made by Centerville 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 Centerville shall have the option to elect to terminate this Agreement with Tenant to be liable only for the prorated portion of the annual rental amount up to the date of termination or Tenants vacation of the premises, whichever occurs later.

In the event any Court of appropriate jurisdiction invalidates 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 Centerville shall have the option to terminate this Agreement and upon such termination Tenant shall be responsible for compliance with the terms and conditions of this Agreement and pay a prorated portion of the total annual rent up to the date of termination or the vacation of the premises, whichever occurs later. In no event and under no circumstances shall Centerville 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, except where same may occur as a result of Centerville's negligence.

Centerville 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 Centerville, quietly occupy and enjoy those

portions of the premises not leased to the Tenant which are to be used in common with Centerville. Failure of Centerville to enforce any rights under this Agreement shall not be deemed a waiver of the right to enforce such rights at any subsequent date, nor shall Centerville be estopped from such subsequent enforcement.

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 inure to the benefit of Centerville and the Tenant jointly and severally and their respective successors and the owners assigns.

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

IN WITNESS WHEREOF, Centerville and the Tenant has signed this Agreement on the 17th day of APRIL, 1978.

Witness:

Francesca A. Hayden

Maureen M. Saughel

Oran P. James

CITY OF CENTERVILLE

By Darryl K. Kenning
Darryl K. Kenning, City Manager

MIAMI VALLEY DISASTER SERVICES

By Dickens T. Bowers