

AGREEMENT

THIS AGREEMENT is made at North Royalton, Ohio, by and between the **NORTH ROYALTON CITY SCHOOL DISTRICT**, 6579 Royalton Road, North Royalton, OH 44133 ("District") and the **CITY OF NORTH ROYALTON**, an Ohio municipal corporation, 14600 State Road, North Royalton, Ohio 44133 ("City").

Whereas, the City owns Memorial Park which consists, in part, of 6 tennis courts and 2 basketball courts (the Courts) and related fencing; and

Whereas, the Courts are nearing the end of their useful life and are in need of renovation; and

Whereas, the District uses 6 Tennis Courts for its interscholastic tennis teams and would like to continue to use those Tennis Courts; and

Whereas, the City would like to renovate the Courts, fencing, and add lighting to continue to provide and improve that facility for its residents; and

Whereas, the District is willing to partner with the City for the replacement of the Courts and is willing to contribute one half of the costs of replacing the Tennis Courts and related fencing; and

Whereas, the District is proposing to assume the full responsibility for the oversight and contract letting for the construction of the renovation project; and

Whereas, the City will pay for one half of the renovation costs of the 6 tennis courts and associated fencing and the full costs of the renovation of the two basketball/pickle ball courts, and curbing and lighting; and

Whereas, the District has already acquired a state-approved contractor's proposal for the work to be done.

NOW, THEREFORE, the parties hereto agree as follows:

1. Premises. The subject of this lease is the non-exclusive use of the 6 tennis courts and the means to ingress and egress therefrom. The basketball courts are not being leased and the District will not be using them.

2. Term. The Term of this Lease shall be for ten (10) Years. During which The District will have permanent and first priority for the scheduled use of the six tennis courts during the District's tennis teams practice and games the schedule of which will be agreed upon by the City and District during the spring of each year for the following academic year and will be similar to schedule for 2022-2023 School Year. At all other times the Courts will be available for general public use as determined by the City. This Lease shall supersede and replace the License and Joint Use Agreement of January 9, 2018 and the License and Joint Use Agreement of June 8th, 2011. The commencement date of the Lease shall be the 1st day of the month following the adoption of the lease by the North Royalton City Council and the District's Board.

3. Use. The District agrees that it will use the Tennis Courts for the District's extra-curricular athletic and recreational activities only. Each entity using the Tennis Courts will do so in a safe and reasonable manner and such that no nuisance or waste shall be permitted nor committed upon the Tennis Courts during the term of the Agreement. Each Party agrees and acknowledges that the Tennis Courts will be available for use by City Residents. The District further agrees that the Tennis Courts are, or may be, under requirements of the Federal Land Water Conservation Fund and must be open and available to the public at reasonable times. The District agrees and acknowledges that any fee charged may not violate any requirement under Federal Land Water Conservation Fund, other grant restriction, or otherwise and the District shall be solely responsible for any loss or damages incurred by the City as a result of the District charging a fee for the use of the Tennis Courts.

4. Design and Construction of Improvements. The District will improve the Courts pursuant to State Term Pricing subject to City approval of the plans and specifications. The City will contribute 100% of the costs of outdoor lighting, curbing and the costs of replacing the basketball portion and related fencing of the Courts and the City will also contribute 50% of the costs of the replacement of the Tennis Courts and related fencing with a total expenditure by the

City for the project not to exceed \$750,000. The District will pay for 50% of the costs of replacement of the Tennis Courts and related fencing in the amount not to exceed \$274,000. The District shall follow all laws and regulations of the State of Ohio and the City of North Royalton governing the project. The City and District will meet once a budget is established to determine each party's final share based upon the formula stated in this paragraph. The City shall not be liable for any cost overruns or change orders to which it has not agreed upon in writing. If for any reason the project is not started, the District agrees to refund to the city the entire sum paid by the City upon the City's request. If for any reason the project is not completed, the District agrees to refund to the City the prorated amount not expended.

5. Repairs and Maintenance. The City will keep and maintain the Courts in good condition. If the City determine the Tennis Courts need repairs, or maintenance, including but not limited to resurfacing the parties agree to share equally in those costs subject to legislative appropriation. Any work performed will be performed in compliance with all applicable laws, building and zoning regulations, city policies or requirements and in a good and workmanlike manner. The Party contracting for such improvements will be responsible for the payment of contractors.

6. Insurance. The District and City, at their respective sole cost and expense, during the term of the Agreement, shall maintain general public liability insurance against claims for personal injury, death or property damage occurring in or about the Premises. uch insurance shall name the other as an additional insured. The insurance shall have a limit of liability not less than:

General Liability of \$1,000,000 each occurrence/\$2,000,000 aggregate
Umbrella Liability of \$10,000,000 per occurrence and in the aggregate

7. Termination. In the event the District fails to perform covenants, terms and conditions of this Agreement and the District shall fail to remedy any such failure within 30 days this lease shall terminate. If the City, unreasonably and without cause prevents the District from using the Tennis Courts prior to the end of the expected useful life of any investments in the Tennis Courts by the District, it shall reimburse the District for the residue value of the improvements.

8. Representation by City. The City makes no representations of the conditions of the Premises and the City shall not be liable for any latent or patent defects therein. The City does agree that it will work with the School District, in good faith, to effect any improvements to the Tennis Courts.

9. Notices. Any notices or consents required to be given by or on behalf of either party upon the other shall be in writing and shall be given in person or by mailing such notices to the Mayor at City Hall or the Superintendent at the Board of Education Offices.

IN WITNESS WHEREOF, the parties hereto have signed as of the day and year first set forth above.

BOARD OF EDUCATION OF THE NORTH ROYALTON CITY SCHOOL DISTRICT, OHIO

By: _____, President

Date: _____

By: _____, Treasurer

Date: _____

CITY OF NORTH ROYALTON, OHIO

By: _____

Date: _____

Approved as to Form

City Law Director