

ORDINANCE NO. 15-69  
INTRODUCED BY: Mr. Clark

\*Amended by reading  
Zip Code 44140

**AN ORDINANCE**  
**AUTHORIZING THE MAYOR TO ENTER INTO AN EXTENSION**  
**OF THE LEASE AGREEMENT WITH VILLAGE BIKE CO-OP**  
**FOR THE REAL ESTATE LOCATED**  
**AT 303 CAHOON ROAD**  
**AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Bay Village entered into a Lease Agreement with the Village Bike Co-op for one year commencing March 23, 2014 and ending March 31, 2015;

**BE IT ORDAINED** by the Council of the City of Bay Village, Ohio:

**SECTION 1.** That the Mayor be and she is hereby authorized to enter into an extension of the Lease Agreement on behalf of the city with Village Bike Co-op. 303 Cahoon Road, Bay village, Ohio 44145. The term of said Lease Agreement shall be for one additional year.

**SECTION 2.** That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

**SECTION 3.** That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that it is immediately necessary to execute said Lease Agreement, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED: September 21, 2015

  
CLERK OF COUNCIL

  
PRESIDENT OF COUNCIL

APPROVED: September 22, 2015

  
MAYOR

9/16/15 ll

## LEASE AGREEMENT

### SECTION 1 - THE PARTIES.

- (a) Landlord: City of Bay Village  
350 Dover Center Rd.  
Bay Village, OH 44140
- (b) Tenant: Village Bike Co-op  
c/o Jennifer Smillie  
400 Forestview Rd.  
Bay Village, OH 44140

### SECTION 2 - BASIC PROVISIONS OF LEASE.

- (a) The Commencement Date of the Lease is April 1, 2015.
- (b) The Term of the Lease is one (1) year with one (1) year renewal option.
- (c) The annual rent shall be 18% of monthly utility charges for building, payable in Monthly Installments of 18% of monthly utility charges.
- (d) The Security Deposit is \$ -0-.
- (e) The Premises are located at 303 Cahoon Road, Bay Village, Ohio (Lower Level).

**SECTION 3 - THE PREMISES.** In accordance with the terms and conditions of this Lease, Landlord leases to Tenant and Tenant rents from Landlord the following described premises: 303 Cahoon Road, Bay Village, (Area 4 of the Lower Level as depicted on Exhibit A attached hereto measuring approximately 1310 square feet), (hereinafter referred to as "the Premises").

**SECTION 4 - TERM OF LEASE.** The term of this lease is one year (12 months) commencing on April 1, 2015, and terminating on March 31, 2016, unless sooner terminated as herein provided.

**SECTION 5 - RENT.** Tenant agrees to pay to Landlord, without demand, deduction, or set-off, rent in the amount of Eighteen % of the total cost of utilities for the entire building (18% total costs of utilities for the entire building) per lease year, payable in monthly installments, at the address of Landlord set forth in Paragraph 1 or at such other address as Landlord may designate in writing. If the payment is mailed, the postmark date will determine the date of payment.

**SECTION 6 - LATE CHARGES.** Tenant further agrees to pay a late payment charge of -0- (\$           ) for each installment not paid within ten days of its due date.

**SECTION 7 - SECURITY DEPOSIT.** Landlord hereby acknowledges receipt of -0- (\$           ) from Tenant to be held by Landlord as a security deposit. Such security deposit shall be held by Landlord as security for payment of all amounts due from Tenant to Landlord, for Tenant's performance of this Lease, and against any damages caused to the Premises or any other part of Landlord's property by Tenant. If Landlord applies the security deposit against any liability of Tenant, Tenant shall restore the full amount of the security deposit. Tenant understands and agrees that the security deposit may not be applied as rent or against any other amount due Landlord from Tenant. Within thirty (30) days following termination of this Lease, Landlord shall return the security deposit, less any deductions for amounts owed hereunder by Tenant, together with a written itemization of such deductions. Payment

shall be made by check and shall be mailed to a forwarding address furnished by Tenant in writing.

**SECTION 8 - CONDITION AND CARE.** Tenant acknowledges, after having examined the Premises, that the Premises are in a good, safe, and habitable condition as of the signing of this Lease and accepts the Premises in their present condition. Tenant agrees to maintain the Premises in a safe and sanitary condition and to maintain Landlord's appliances, if any, in good working order. Tenant shall inform Landlord of any need for repairs to the Premises. Tenant shall pay for all repairs to the Premises, its contents, and all other parts of Landlord's property which are necessitated by a lack of care of by the negligence of the Village Bicycle Co-op. Landlord shall make and pay for all repairs to the Premises necessary to keep the Premises in compliance with local housing codes affecting health and safety and shall make and pay for all repairs necessary to keep the Premises in a fit and habitable condition. Landlord shall also maintain, in good and safe working order, all electrical, plumbing, sanitary, and heating fixtures and all appliances supplied by Landlord. At the termination of this Lease, Tenant shall surrender the Premises in as good a condition as when taken, loss by insured casualty and ordinary wear and tear excepted.

**SECTION 9 - LANDLORD'S LIABILITY.** Tenant is required as a condition precedent to taking occupancy under this Lease to purchase a policy of renter's insurance in a form and amount sufficient to reimburse Tenant for the contents of the Premises. Under no circumstances will Landlord be responsible for any damage to or theft of personal property of Tenant. Any personal property left by Tenant after vacating the premises will be considered abandoned and will become the property of Landlord.

**SECTION 10 - USE.** The Premises shall be used only for the operation of a non-profit bicycle cooperative. Tenant shall not assign this Lease nor sublet the Premises without the express written consent of Landlord. Tenant agrees not to alter or make additions to the Premises without Landlord's written consent and agrees not to commit waste or do or permit any act that damages the Premises.

**SECTION 11 - TENANT'S OBLIGATIONS.** Tenant makes the following covenants, noncompliance with any one or more of which, in whole or in part, shall be a breach of this Lease sufficient to justify eviction, in addition to any other remedies available to Landlord:

- (a) to pay the 18% cost of utilities and other charges payable by Tenant herein stated promptly when due, without any deductions or offset whatsoever;
- (b) to repair any damage to the Premises caused by the act or neglect of Tenant, at Tenant's sole expense (subject to Section 21 hereof). Should Tenant fail or refuse to make such repairs to the Premises within fifteen (15) days after the occurrence of such damage, then Landlord shall have the right, but not the obligation, to make such repairs at the expense of Tenant, in which event Tenant shall thereupon reimburse Landlord, on demand, for the total cost and expense of repairing the damages so caused;
- (c) immediately to notify Landlord, in writing, of any structural defect or dangerous condition in the Premises affecting the habitability of the Premises when it appears, time of this notification being of the essence;
- (d) to keep the Premises safe and sanitary; to dispose of all rubbish, garbage, and other waste in a clean, sanitary manner; to keep all plumbing fixtures in the Premises as clean as their condition permits; to use and operate all electrical and plumbing fixtures properly; and to comply with the requirements imposed on Tenant by applicable federal, state, and local housing, health, and safety codes, rules, regulations, and orders;
- (e) to do or permit to be done no alteration of the Premises, except with the prior written consent of Landlord. All alterations and additions shall remain for the benefit of and become the property of

Landlord, unless otherwise provided in said written consent;

- (f) to add no additional locks and change no existing locks without the prior written consent of Landlord, and to provide Landlord with keys to any locks installed or changed in accordance with such consent;
- (g) to maintain the present decorating scheme of the Premises without change as to color, wall coverings, and the like, except with the prior written consent of Landlord; if any object is hung on the walls, then, upon vacating the Premises, to repair any nail holes and to remove any tape or the like and repair the damage caused thereby, including, if necessary, repainting; and
- (h) to cause or permit no waste, misuse, or neglect of water or the Premises, including, without limitation, the water, gas, oil, plumbing, or electrical fixtures.
- (i) to maintain insurance in a form approved by the Law Director naming the City of Bay Village as an additional named insured under the policy

**SECTION 12 - USE OF EXTERIOR.** This lease confers no rights on Tenant to use, for any purpose, any of the property of Landlord, other than the interior of the Premises hereby leased, except the walks and roadways giving access thereto and such other areas, if any, as Landlord may from time to time designate for the use of tenants. When the use by Tenant of any other portion of Landlord's property is permitted, it shall be subject to the rules and regulations established by Landlord.

**SECTION 13 - COST OF UTILITIES.** Tenant and Landlord agree that the cost of the utilities shall be paid as follows:

18% of the total cost of utilities for the entire building as determined by the Finance Director of the City, as provided in Section 5.

**SECTION 14 - RIGHT OF WAY.** Landlord or any person authorized by him may, when necessary, enter the Premises in order to inspect, care for, or make repairs to the Premises. Landlord may show the Premises to prospective new tenants during the last 60 days of the lease term, at reasonable hours and upon twenty-four (24) hours' notice to Tenant.

**SECTION 15 - SUBORDINATION.** This Lease is subject and subordinate to the lien of all mortgages now or at any time hereinafter placed upon any part of the Premises.

**SECTION 16 - REMEDIES FOR DEFAULT.** If Tenant fails to pay any sum to Landlord when due, or defaults in any other provision of this Lease, or abandons the Premises and removes or attempts to remove Tenant's possessions from the Premises, Landlord, in addition to all other remedies provided by law, may terminate this Lease, reenter into possession of the Premises, and sue for and recover all costs earned up to the date of such entry. Tenant shall indemnify and hold harmless Landlord against and from (1) any and all claims arising from Tenant's use of the Premises; (2) any and all claims arising from any breach or default in the performance of this Lease by Tenant; and (3) any and all claims arising from any act, neglect, fault, or omission of Tenant. Tenant shall further indemnify Landlord against all costs and attorney's fees and expenses incurred by reason of such claim or act.

**SECTION 17 - DAMAGE BY FIRE OR OTHER CASUALTY.** If the Premises are damaged by fire or other casualty, Landlord shall repair it within a reasonable time and rent shall continue unless the casualty renders the Premises untenable, in which case this Lease shall terminate and Tenant, upon payment of all rent to the date the Premises is surrendered, shall not be liable for any further rent. If only a portion of the Premises is rendered

untenantable, the Tenant may, with mutual agreement of Landlord, alternatively choose to continue in possession and shall thereupon be entitled to a pro rata reduction in the amount of rent, provided that election to proceed under this alternative shall not be a waiver of the Tenant's right to terminate this Lease if repairs are not made within a reasonable time.

**SECTION 18 - PETS.** No animals or pets shall be kept in the Premises.

**SECTION 19 - QUIET ENJOYMENT.** Landlord hereby promises to warrant and defend Tenant in the peaceable possession and quiet enjoyment of the Premises during the term of this Lease.

**SECTION 20 - HOLDOVER.** If Tenant continues to occupy the Premises after the expiration of this Lease without having entered into a new agreement with Landlord in writing, such occupancy shall be on a month-to-month basis at such rental as may be fixed by Landlord from time to time, but otherwise upon the same terms, provisions, and conditions set forth herein. This paragraph shall not give Tenant the right to holdover at the expiration of the term hereof without Landlord's permission.

**SECTION 21 - WAIVER OF SUBROGATION.** Landlord and Tenant mutually waive all rights of recovery and causes of action against the other or for any loss or damage to property of the other caused by any of the perils which may be insured against by a policy of "all risk" insurance, notwithstanding that any such loss or damage was caused by the negligence of either party or persons claiming under or through them. Landlord and Tenant agree to include standard waiver of subrogation clauses in their insurance policies.

**SECTION 22 - COMPLIANCE.** Landlord and Tenant shall each comply with Chapter 5321 of the Ohio Revised Code which sets forth the rights and obligations of landlords and tenants in the State of Ohio.

**SECTION 23 - PARTIES BOUND.** The terms, conditions, and provisions of this Lease shall inure to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, and assigns.

**SECTION 24 - ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. If Tenant consists of more than one party, each such party shall be jointly and severally liable under any and all obligations, covenants, and agreements of Tenant contained herein.

**SECTION 25 - TERMINATION.** Either party may terminate this lease at any time without cause by giving the other party written notice of termination sixty (60) days advance notice.

**SECTION 26 - CAHOON WILL.** Tenant acknowledges and agrees to abide by the terms and restrictions of the Cahoon Will concerning its operations as may be directed by the Trustees. In addition, Tenant acknowledges and agrees not to conduct any activities or be open on Sundays.

DATE:

By:

  
LANDLORD

By:

\_\_\_\_\_

**TENANT**