

LEASE AGREEMENT

WHEREAS, the City of Terre Haute Indiana ("Lessor") by and through its Park and Recreation Board and Board of Public Works and Safety has entered into a Lease Agreement ("Lease") with the Young Men's Christian Association of the Wabash Valley ("Lessee") for the property commonly identified as 951 Dresser Drive, Terre Haute, Indiana ("Leased Premises"); and

NOW, THEREFORE, this Lease, in exchange for the mutual promises contained herein, and other good and valuable considerations, the sufficiency of which is hereby acknowledged, is entered into this _____ day of _____, 2019 between Lessor and Lessee. The parties hereby agree as follows:

1. LEASED PREMISES. Lessor hereby agrees to Lease to the Lessee the following described area of the Leased Premises: A copy of the Legal Description is attached hereto and made a part hereof and hereinafter referred to as Exhibit A ("Leased Area") for the purpose of serving the community through operation of a YMCA focusing on Youth Development, Healthy Living, and Social Responsibility. Planned programs include but not limited to aquatics, child care, youth sports, adult sports, health and wellness programs, senior programs, special events and community events.

Lessor agrees to allow Lessee to Lease the softball field located on the corner of Dresser Drive and 1st street in Terre Haute, Indiana attached hereto as Exhibit "A".

2. TERM OF LEASE. The term of this Lease shall commence on September 1, 2019 ("Commencement Date") and shall continue for a period of two (2) years and expire on August 31, 2021 (the "Original Term").
3. ACCEPTANCE. The entering into the Leased Premises by the Lessee for the purpose of the installation of fixtures, furnishings, and equipment or for the storage of goods shall be construed as an acceptance of the Leased Premises. Lessee shall be afforded an opportunity to conduct an inspection which shall not be construed as an acceptance.
4. LESSEE'S DUTIES AND OBLIGATIONS. During the initial term of this Lease and any subsequent terms, Lessee shall provide (1) copy of each of the following documents to the Lessor:
 - a. Comprehensive quarterly financial statement for the Young Men's Christian Association of the Wabash Valley;
 - b. Annual Report;
 - c. A copy of the Lessee's independent review every three (3) years;
 - d. A quarterly report of premise usage for the Vigo County YMCA; and
 - e. List of Lessee's current Board Members, Officers, and By-Laws.
5. LESSOR'S DUTIES AND OBLIGATIONS. During the initial term of this Lease and any subsequent terms, Lessor shall comply with the conditions, covenants and requirements set forth in this Lease.

- a. Lessor shall be responsible for snow/ice removal and general upkeep and maintenance of the parking lot areas. Lessee shall be responsible for the snow/ice removal on the sidewalks surrounding the Lease Premises. Lessor shall provide Lessee with the approved salt and or ice melt to be used on the sidewalks.
 - b. Lessor shall be responsible for all grass cutting and weed and debris removal from the exterior lawns of the Leased Premises.
 - c. Lessor shall be responsible for the general maintenance and upkeep of the Leased Premises including, but not limited to, structural repairs, AC/HVAC, Electrical, Plumbing, Dectron Unit, Boilers, Water Softner, Sand Filters, Sprinkler System, and roof repairs, excluding intentional or negligent acts by the Lessee or its assigns.
 - d. Lessor shall be responsible for all utility, mechanical, and operational costs associated the swimming pool located on the Leased Premises. However, Lessee is responsible for lifeguard staffing costs and janitorial cleaning of the pool area.
 - e. Lessor shall make Leased Premises improvements including repaving of the parking lot located on the Leased Premises by Fall 2020.
 - f. Lessor agrees to partner with Lessee and agrees to allow Lessee to operate the City of Terre Haute indoor aquatics facility.
6. USE OF PREMISES. Lessee shall use the Leased Premises for the operation of a YMCA. No part of the Leased Premises shall be used for any other purposes without the prior express written consent of the Lessor.

The Leased Premises shall be used exclusively for the purposes designated herein by providing programs and/or services consistent with that purpose. Participation in those programs shall not be denied to any member of the general community on the basis of race, religion, sex, age, national origin, special needs, or living situation. Breach of this covenant will be regarded as a material breach of this Lease and will result in termination of this Lease. No alteration to the leased Premises may be made without prior approval of the Lessor.

Lessee shall not do or permit anything to be done in or about the Leased Premises nor bring or keep anything therein which will in any way increase the existing premium for, or affect or cause cancellation of, any standard form of firm or other insurance policy upon the Leased Premises to be used for any improper, immoral, or unlawful purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on or about the Leased Premises.

7. LEASE PAYMENT. Lessee shall pay Lessor lease payments totaling one thousand dollars (\$1000.00) each month for the months of September, October, November and December, 2019. From January 01, 2020 to December 31, 2020 lease payments shall be two thousand five hundred dollars (\$2500.00) per month. From January 2021 to August 31, 2021, lease payments shall be three thousand dollars (\$3000.00) per month. Payments outlined herein are due each month paid by the 15th of each month during the term without demand (hereinafter "Lease Payment"). Rent shall be paid to Lessor at the address specified in this Lease unless Lessor gives Lessee notice that it is to be paid elsewhere.

8. OPTION TO RENEW. Provided that the Lessee has performed all the covenants of this Lease, Lessee shall have the option to renew said Lease for subsequent two (2) year terms subject to an annual review by Lessor to determine compliance with all terms and conditions of this Lease. The option to renew Lease must be executed in writing and sent to Lessor at least thirty (30) days prior to the expiration of the initial term. If such option is not exercised by Lessee, this Lease shall continue on a month-to-month tenancy for occupancy until such time as a new Lease is executed or such time as Leased Premises are lawfully vacated. Renewal terms or month-to-month tenancy shall bear monthly lease payments of three thousand dollars (\$3000.00) per month.

9. UTILITIES. Lessor agrees to provide, have service entered into its name, and pay for electricity, gas, water, and sewer/waste utilities for the Leased Premises. However, the Lessee agrees to pay an additional Six thousand Dollars (\$6,000.00) per month, in addition to and in conjunction with the Lease Payment, to offset the Lessor's utility expenses related to those specific services. Lessee agrees to pay all charges for additional elected services and/or utilities at the Leased Premises, if any, which come due during the term of this Lease hereunder, however, Lessee is under no obligation to require such services. Lessee shall not install any equipment at the Leased Premises which could exceed the capacity of any utility service there. If Lessee does not pay for which Lessee is obligated, Lessor may pay same and add such sum or sums to the Additional Rent due under this Lease.

Any costs, permit fees, and/or expenses of extending or modifying any utility not in place on the Commencement Date of this Lease shall be the sole obligation of Lessee. Also, all subsequent maintenance/modification charges with respect to any such utility or system shall be discharged and paid for solely by Lessee.

10. SIGNS. Lessee shall have the exclusive right to erect and maintain in, on or about the exterior and interior of the Leased Premises (but not on the Building's Roof), at its own expense, all signs (electrical or otherwise) necessary and appropriate to the conduct of the business of Lessee, as a community center, provided however, there shall be no advertising or other signs of any other entity or business without Lessor's prior express written consent.

Any signs erected or placed in or on the Leased Premises (but NOT on Building's Roof), by Lessee may be removed by it and any time during the term or on the expiration or sooner termination of this Lease. All damage caused by the erection, maintenance, or removal of any and all such signs shall be fully repaired at the sole expense of the Lessee.

11. INSURANCE.

- a. Lessee shall, at the Lessee's sole expense, keep the building and all improvement at any time hereafter located at the Leased Premises insured during the term of the Lease hereunder against loss or damage by fire and such other risk as may be included in the broadest form of extended coverage insurance from time to time available in amounts sufficient to prevent Lessor from becoming a co-insurer under the terms of applicable policies, and in any

event, in an amount not less than one hundred percent (100%) of actual replacement cost of the improvements, without any deduction being made for depreciation. Such replacement cost may be changed from time to time (but not more frequently than is required by the insurer then insuring the Leased Premises against casualty), at Lessor's request, by an appraiser, architect, or contractor who shall be mutually and reasonably acceptable to Lessor and Lessee (but if no such party is mutually agreed upon with twenty (20) days of such a request from Lessor, then as selected by the Mayor). No omission on the part of Lessor to request such determination shall relieve lessee of its obligations hereunder. Lessee shall be solely responsible for obtaining and paying for insurance on Lessee's furniture, fixtures, equipment, inventory, and other personal property (and for business interruption coverage, if necessary) and Lessor shall not be responsible for any such losses. Lessee shall name Lessor as an additional insured on any such policy, and provide to lessor with a certificate of insurance demonstrating the same.

- b. Lessee shall, at Lessee's expense during the term of the Lease, hereunder keep in force for the mutual benefit of Lessor and Lessee (i.e. naming Lessor as an additional insured) comprehensive general liability insurance (including owner's protective liability coverage) with contractual liability endorsement, in the amount of not less than Seven Hundred Thousand Dollars (\$700,000.00) for the injury or death of any one person and Five Million Dollars (\$5,000,000.00) for injury or death of more than one person in the same accident or occurrence, and in which the property damage liability shall be not less than One Hundred Thousand Dollars (\$100,000.00), and as against any and all claims or liabilities arising directly or indirectly from any accident or injury to person (including death) or property occurring in or upon or about the Leased Premises or adjoining sidewalks, streets and ways (including without limitation, injury, death, or property damage resulting from any alteration, repair, or making of any improvement at the Leased Premises. Lessee shall provide to Lessor with a certificate of insurance demonstrating the same.
- c. All liability insurance provide for in this section shall be affected under valid and enforceable policies issued by insurers of recognized responsibility. Upon the execution of the Lease, and thereafter not less than fifteen (15) days prior to the expiration dates of expiring liability policies theretofore furnished pursuant to this section, certificates of the insurers bearing notices evidencing the payment of premiums or accompanied by other evidence satisfactory to Lessor of such payment, shall be delivered by Lessee to Lessor.
- d. Every policy to be maintained hereunder shall, if possible, contain a provision that no act or omission of Lessee shall affect or limit the obligation of the insurer to pay the amount of any loss sustained, and each such policy or certificate therefor issued by an insurer shall, to the extent obtainable, contain an agreement by the insurer that the policy shall not be canceled without at least ten (10) days' prior written notice to Lessor.

12. WAIVER OF SUBROGATION. To the extent available under standard policies of insurance without extra cost, or if extra cost shall be charged therefor, so long as the other party pays extra cost, each party hereby waives all liability and all rights to recovery and subrogation against the other and agrees that neither it nor its insurers will sue the other party for any loss of or damage to property arising out of fire or casualty and each party agrees that all insurance policies relating to the Leased Premises will contain waivers by the insurer of such liability, recovery, subrogation, and suit. If extra cost is chargeable therefor, each party shall advise the other party of the amount of the extra cost and the other party, at its election, may pay the same, but shall not be obligated to do so.

13. BREACH OR DEFAULT. Lessee shall have breached this Lease and shall be considered in default if (1) Lessee fails to make any Lease Payment or any charge or payment required to be paid by Lessee hereunder when due and for the continuation of such failure for fifteen (15) business days hereafter; or (2) Lessee vacates said Leased Premises or abandons same during the Original Term or any renewal term; or (3) Lessee fails to observe, petition, or comply with any of the other covenants or conditions of this Lease.

Lessor shall have breached this Lease and shall be considered in default if Lessor fails to observe, perform, or comply with any of the Lessor's covenants or conditions of this Lease.

14. EFFECT OF BREACH.

- a. In the event of an occurrence of an Event of Default, by Lessee under the preceding section, and at any time thereafter, Lessor may, at Lessor's option, effect the termination of this Lease and the Lease hereunder by giving notice of termination to Lessee, and upon the giving of such notice all rights of Lessee hereunder shall terminate but Lessee shall be responsible for a liquidated damages amount of Twenty-Five Hundred Dollars (\$2,500.00) per year prorated for any remaining months in a lease year.
- b. Upon any such termination of the Lease hereunder, Lessee shall peacefully surrender the Premises to Lessor, and Lessor, upon at any time after such termination, may without further notice re-enter the leased Premises and take possession thereof by summary proceedings, ejectment, or otherwise, and dispossess and remove Lessee and all other persons and property from the Leased Premises and hold and enjoy the same and the right to receive all rental income therefrom.
- c. At any time or from time to time after any such termination, Lessor may relet the Premises or any part thereof for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of the Lease hereunder) and on such conditions as Lessor in Lessor's uncontrolled discretion may determine and may collect and receive the rents therefor; however, Lessor shall use reasonable diligence in attempting to relet the Premises and collect rent therefrom and thereby mitigate Lessor's damages.

- d. No such termination of the lease hereunder pursuant to this section (i.e. in consequence of an Event of Default) shall relieve Lessee of Lessee's liabilities and obligations under this Lease which shall survive such termination. In the event of any such termination of the Lease hereunder, whether or not the Premises or any part thereof shall have been relet, Lessee shall pay to Lessor the Lease Payment(s) and all other charges for which Lessee may be obligated hereunder which are due and unpaid at such termination. Additionally, upon such termination prior to the end of the Original Term, Tenant shall, be responsible for the liquidated damages referenced above in subparagraph (a).
- e. Lessee waives (so far as permitted by law) the service of any notice to quit and/or of intention to re-enter provided for in any statute for and on behalf of Lessee and all persons claiming through or under Lessee, and Lessee also waives any and all rights of redemption or re-entry or repossession in case Lessee shall be dispossessed by a judgment or by warrant of any court or judge in case of re-entry or repossession by Lessor or in case of any termination of this Lease. Thirty (30) days written notice is requested.
- f. No failure by Lessor to insist upon the strict performance of a Lease, term, covenant, or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Lease Payment(s) during the continuance of any such breach, shall constitute a waiver of any such breach or of such Lease, term, covenant, or condition or preclude Lessor from thereafter pursuing any remedy for either that breach or occurrence of a subsequent breach or occurrence. No Lease, term, covenant, or condition hereof to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered, or modified by Lessor except by a written instrument executed by Lessor. No waiver of any breach shall affect or alter this Lease, but each and every Lease term, covenant, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- g. Any installment of Lease Payment or other amount payable by Lessee to lessor under any provision of this Lease which is not paid by lessee to Lessor within five (5) days after Lessor gives notice to Lessee that the amount has become due shall bear interest from and after the due date at the rate of ten percent (10%) per annum until paid.
- h. If Lessor shall fail to perform any of the obligations of Lessor under this Lease and such obligations are ones which Lessor can perform or have performed, Lessee may notify Lessor of its intention to do so, and, if Lessor fails to perform such obligations within thirty (30) days from the giving of such notice, Lessee may perform such obligations or have them performed and subtract the cost of doing so from the Lease Payment. In the alternative, and at Lessee's option, Lessee may give Lessor notice of Lessor's failure to so perform and unless Lessor has performed all of such obligations to Lessee's reasonable satisfaction within thirty (30) days after such notice is give, this

Lease, and all of Lessee's obligations hereunder shall terminate without further notice.

15. UNTENANTABILITY OF PREMISES. If the Leased Premises shall be damaged by fire, the elements, unavoidable to accident or other casualty, but are not thereby rendered untenable in whole or in part, Lessor shall at its own expense (but not in excess of the net casualty insurance proceeds received by Lessor) cause such damage to be repaired promptly, and the rent and other charges shall not be abated. If by reason of such occurrence, the Premises shall be rendered untenable only in part, Lessor shall at its own expense (but not in excess of the net casualty insurance proceeds received by Lessor) cause the damage to be repaired promptly, and the Lease Payment(s) meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable. If the Leased Premises shall be rendered wholly untenable by reason of such occurrence, Lessor shall at its own expense (but not in excess of the net casualty insurance proceeds received by Lessor) cause such damage to be repaired promptly, and the Lease Payment(s) meanwhile shall be abated in whole, except that Lessor shall have the right, to be exercised by notice give to lessee within ten (10) days after said occurrence, to elect no to reconstruct the destroyed Leased Premises, and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence. Nothing in this section shall be construed to permit the abatement in whole or in part of any charges for common area maintenance, or casualty insurance premiums attributable to any period during which the Leased Premises shall be in tenantable condition.
16. EMINENT DOMAIN. If all or any part of the Leased Premises or the real property of which the Leased Premises are a part is taken or condemned (both and either of which terms includes within their meanings a conveyance in lieu of condemnation upon the threat thereof by competent authority for any public use or purpose, then Lessor shall have the option for thirty (30) days following such taking to terminate this Lease if Lessor in its sole discretion, deems repair, restoration commercially infeasible or not in Lessor's best interest. If a part of the Leased Premises is taken or condemned and the remaining portions of the Leased Premises is reasonably unsuitable for the purposes of Lessee's original occupancy, then Lessee shall have the option for thirty (30) days following such taking to terminate this Lease. Any such termination will be effective as of the date of the taking. In the event this Lease is not so terminated then this Lease shall remain in full force and effect but Lessor shall promptly restore the Leased Premises to a condition comparable to its condition immediately prior to such taking (less the portion lost in the taking). Lease Payment(s) payable hereunder shall be reduced during the period of restoration and after such taking in proportion to the reduction in the number of square feet of net rentable floor area of the Leased Premises occasioned by such restoration and taking. Except as herein otherwise specifically provided, Lessor shall be entitled to all awards and proceeds payable by reason of such taking, whether whole or partial, as damages or otherwise. Tenant hereby expressly waives any right or claim to any part thereof and assigns to Lessor its interest therein; provided, however, that where such taking results in the termination of this Lease pursuant to this paragraph, then Lessee shall be entitled to that portion, if any, of an award made to or for the benefit of Lessee specifically for the loss of Lessee's business, or depreciation to and cost of

removal of trade fixtures, exclusive of leasehold improvement, owned by Lessee which Lessee is entitled to remove.

17. HAZARDOUS SUBSTANCES. Lessor represents and warrants to Lessee that, at the time this Lease commences, to the best of Lessor's knowledge, the Leased Premises is free of and from all environmentally hazardous substances. Provided, however, Lessee may, at Lessee's sole expense, prior to the Commencement Date, have the Lease Premises tested or inspected as it may choose upon reasonable notice to Lessor. Lessor shall receive a copy of any inspection report prepared by Lessee. In the event that the Leased Premises is found not to be as represented hereunder, Lessor will correct any and all such problem as promptly as possible at Lessor's expense. Otherwise, Lessee accepts the Leased Premises in "as is" condition.

18. AMERICANS WITH DISABILITIES ACT. Lessee shall comply with all requirements of the Americans with Disabilities Act with regard to the exterior and interior, including restrooms, within the Leased Premises during the term of this Lease.

19. ENTRY BY LESSOR. Lessor shall have the right to enter the Leased Premises at reasonable times during normal business hours for the purpose of maintaining or making such repairs or improvements as may be required, but if Lessee fails/refuses to make hereunder, so long as the same shall not unreasonably interfere with Lessee's use and occupancy of the Leased Premises.

20. SUBLETTING. Lessee shall not sublet to another party or allow any other party to occupy or use the Leased Premises during the term hereof and any extension or renewal thereof for any use without the prior express written consent of Lessor. Lessor shall not unreasonably withhold consent to a subletting of the Leased Premises by Lessee. A consent to one subletting shall not be a consent to any subsequent subletting to another party. In addition, if such subletting or occupancy is for a use other than that specified in Section 1, the use may not be one which is prohibited by law or which would constitute a violation of some other binding agreement on the part of the Lessor known to Lessee prior to the date of the sublease or occupancy agreement. In any event, Lessee shall remain jointly and severally liable hereunder along with any such sublessee(s).

21. ASSIGNMENT. Lessee shall not assign any rights or duties under this Lease without the prior written consent of Lessor. Lessor shall not unreasonably withhold consent to an assignment of the Leased Premises by Lessee. A consent to one assignment shall not be a consent to any subsequent assignment to another party. In any event, Lessee shall remain jointly and severally liable hereunder along with any such assignee(s).

22. TERMINATION OF LEASE. If at any time during the term of this Lease any law, ordinance, rule or regulation is enacted or adopted, or any judicial or administrative decision is made or rendered, which prevents Lessee from operating its business in the Leased Premises, Lessee shall have the right, at its option, to cancel this Lease and terminate Lessee's tenancy by giving a ninety (90) day notice to Lessor, and all obligations of Lessee to Lessor shall cease as of the effective date of termination specific in such notice.

If Lessee shall suffer a dissolution of its organization or its Board or loses its not-for-profit status, Lessor may terminate this Lease upon written notice to terminate this Lease in the same manner and to the same effect as if it were the expiration of any term thereof.

23. NOTICES. All notices, demand, request, or other writing that are required or permitted to be given, made, or sent under this Lease or the law must be given by U.S. mail, registered or certified, return receipt requested, postage prepaid, addressed to the parties as follows:

TO LESSOR

Terre Haute Park Board
Attn: Eddie Bird, Superintendent
1110 Girl Scout Lane
Terre Haute, IN 47807

TO LESSEE

YMCA of the Wabash Valley
Attn: Ryan Penrod, CEO
225 E. Kruzan Street
Brazil, IN 47834

24. INSPECTION OF PREMISES. Within fifteen (15) days of the parties executing this Lease and prior to the Commencement Date the Lease Premises may be inspected, at Lessee's sole expense, for structural and mechanical defects. Upon Lessee's serving notice to Lessor of a condition or defect, if any, based upon the inspection, as provide for herein, Lessor shall respond within ten (10) days advising whether it will take the necessary action to remedy the condition or defect or whether Lessor is unable or unwilling to remedy the same. In the event that Lessor responds indicating that it will remedy the condition or defect, the parties will execute a Leasehold Inspection Amendment Agreement setting out their understanding of the defect to be cured and the terms for so curing. In the event that such an agreement is not reached, this Lease may be terminated by Lessee or the condition or defect may be waived by the Lessee.
25. ATTORNEY FEES. In case of any disagreement regarding terms of this lease or its enforcement which goes to litigation, both parties shall pay their own attorney fees.
26. BINDING EFFECT. This Lease shall be binding upon and insure to the benefit of the parties hereto and the respective heirs, legal representatives, and successors and assigns of the parties.
27. CHOICE OF LAW. This Lease shall be governed by and construed in accordance with the laws of the State of Indiana.
28. SECTION HEADINGS. The titles to the various sections appearing in this Lease have been inserted solely for the convenience of the parties and are otherwise no part of this Lease and shall not in any manner be used to explain, modify, or aid in the interpretation of any part hereof.
29. ENTIRE AGREEMENT. This Lease expresses the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels any prior understandings, representations, and agreements, oral or written. No amendment,

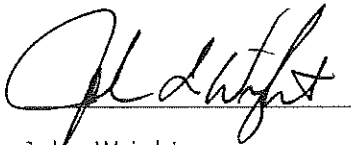
modification, or supplement to this Lease shall be valid unless in writing after the date hereof and signed by each party hereto.

30. SEVERABILITY. If any term or provision of this Lease shall to any extent be invalid, void, illegal, or unenforceable, such term or provision shall in no way affect, impair, or invalidate any other provision hereof and all other provisions shall remain in full force and effect.

31. RECORDATION. Neither Lessor nor Lessee shall record this Lease without the prior written consent of the other party. However, either party shall upon request of the other execute, acknowledge and deliver to the other a short-form memorandum of this Lease for recording purposes.

32. NO STRICT CONSTRUCTION. Neither this Lease nor any of its terms shall be strictly construed against any party hereto.

LESSOR:



John Wright

Terre Haute Parks and Recreation

Board President

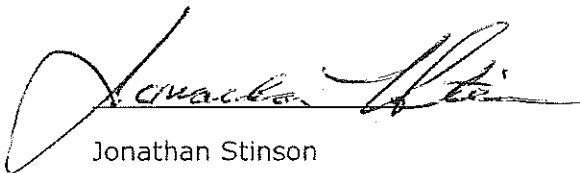
7/22/19

DATE

LESSEE

NAME, TITLE

DATE



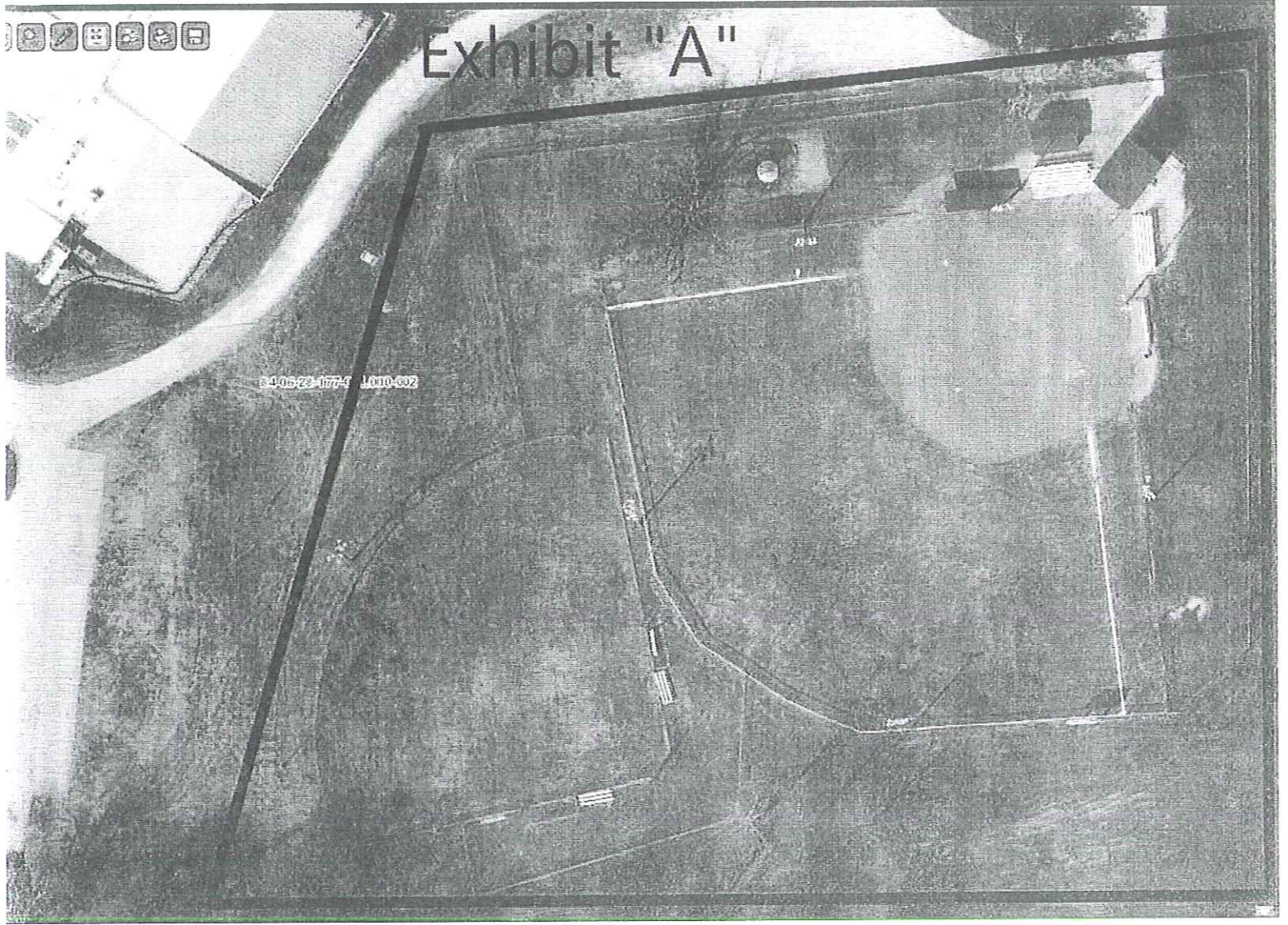
Jonathan Stinson

Terre Haute Board of Public Works and Safety, President

Date



Exhibit "A"



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