



## FACILITIES RENTAL AGREEMENT

THIS FACILITIES RENTAL AGREEMENT (“**Agreement**”), made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE OHIO STATE UNIVERSITY, an instrumentality of the State of Ohio, through the OARDC – Endeavor Center – Jackson/Piketon (hereinafter referred to as “**Licensor**”) and \_\_\_\_\_ a \_\_\_\_\_ (hereinafter referred to as “**Licensee**”).

### ARTICLE I GRANT AND TERM

**SECTION 1.01 – PREMISES:** Subject to the terms and conditions of this Agreement, Licensor does hereby grant to Licensee a license to use a portion of the building located at 1862 Shyville Road (the “**Building**”) common known as Room Number\_\_\_\_\_ and consisting of approximately \_\_\_\_\_ square feet (the “**Premises**”). The Premises are further depicted on the floor plan attached hereto as Exhibit “A”.

**SECTION 1.02 – COMMENCEMENT AND ENDING DAY OF TERM:** The term of this Agreement shall be for a period of one (1) year (“**Term**”), commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“**Commencement Date**”), and terminating, unless sooner terminated pursuant to the terms hereof, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### ARTICLE II RENTAL

**SECTION 2.01 – RENTAL:** Licensee shall pay to Licensor during the Term hereof, annual rent in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (“**Rent**” or “**rent**”), payable in equal monthly installments in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) on or before the first day of each month, in advance, at the office of the Landlord, or such other place as the Licensor may designate, without any prior demand therefor and without any deduction or setoff whatsoever. Should the term of this Agreement commence on a day other than the first day of a calendar month, then the rental for such month shall be prorated upon a daily basis based upon a thirty (30) day calendar month.

**SECTION 2.02 – ADDITIONAL RENTAL:** all other sums of money or charges required to be paid by Licensee under this Agreement shall be deemed to be additional rental and shall be due and payable ten (10) days after demand

without any deductions or setoff whatsoever. Licensee's failure to pay any such amounts or charges when due shall carry with it the same consequences as under Article XIII hereof as Licensee's failure to pay fixed annual rental. All such amount or charges shall be payable to Licensor at the place which the fixed annual rent is payable.

### **ARTICLE III ALTERATIONS AND INSTALLATIONS**

**SECTION 3.01 – ALTERATIONS BY LICENSEE:** Licensee shall not make or cause to be made any alterations, additions or improvements to any part of the Premises, without the prior written approval of the Licensor.

**SECTION 3.02 – INSTALLATION OF FACILITIES:** Licensee shall not make or cause to be made any installations of any equipment or trade fixtures in any part of the Premises, without the prior written approval of the Licensor. Licensee hereby acknowledges and agrees that all set up and installation of such approved installations and facilities will be done in the most expeditious manner. In addition, Licensee shall take all reasonable steps necessary to limit noise, debris, installation and set-up time.

**SECTION 3.03 – NO LIENS:** Licensee shall keep the Premises and the Building free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or from Licensee, and agrees to bond against or discharge any mechanic's or materialmen's lien within thirty (30) days after notice thereof. Licensee shall reimburse Licensor for any costs and expenses which may be incurred by Licensor by reason of the filing of any such liens and/or the removal of the same and/or any court action in connection therewith, such reimbursement to be made within ten (10) days after receipt by Licensee from Licensor of a statement setting forth the amount of such costs and expenses.

### **ARTICLE IV USE OF PREMISES**

**SECTION 4.01 – USE OF PREMISES:** Licensee shall use and occupy the Premises during the term of this Agreement solely for the purposes of operating and maintaining \_\_\_\_\_, and for no other purpose or purposes. Licensee shall, at its sole cost and expense, obtain and maintain in effect during the term hereof, and shall comply with, all licenses, permits, consents and approvals required for the proper and lawful conduct of Tenant's operation in the Premises. Licensee shall, at its sole cost and expense, comply with all federal, state and local laws, statutes, ordinances, codes, regulations, requirements, licenses, permits, decrees, orders or directives of any government or quasi-government authority, agency, department, board, panel or court, affecting Licensee's use, occupancy and activities conducted in the Premises.

Licensee agrees at all times during the term of this Agreement that it will conduct its business in the Premises in a lawful manner.

**SECTION 4.02 – CARE OF PREMISES:** Licensee shall keep the Premises orderly, neat, safe and clean.

**SECTION 4.03 – HAZARDOUS SUBSTANCES:** Licensee shall not bring, release, use, generate, manufacture, store or dispose of, or permit to be brought, released, used generated, manufactured, stored or disposed of, on, under or about the Premises or transfer or permit to be transferred to or from the Premises, any asbestos, asbestos containing materials, flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials (collectively, "Hazardous Substances"). As used in this Agreement, Hazardous Substances shall included, but not be limited to, substances defined as "hazardous substances" "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Clean Water Act; the Safe Drinking Water Act; the Superfund Amendment and Reauthorization Act; the Toxic Substance Control Act, and those materials and substances of a similar nature regulated or restricted under any laws now existing or hereafter adopted, and in regulations adopted and publications promulgated pursuant to said laws, and under all applicable laws in the State of Ohio.

**SECTION 4.04-SIGNS:** Licensee may not place, maintain or install any signs, advertising matter, decoration, lettering, writing, picture or publicity device or other items or matter on the door or any glass of any window or door of the Premises without first obtaining Licensor's written approval. Under no circumstances shall Licensee place, maintain or install any writing, sign, advertising matter, decoration, lettering, picture or publicity device or other items or matter on the exterior or roof of the Building or the common areas of the Building or on any portion of the underlying real estate. Licensor may install, affix, and maintain any and all signs on the exterior and on the interior of the Building as Licensor may, in Licensor's sole discretion, desire. Licensee shall not use the name of the Building or use pictures or illustrations of the Building in advertising or other publicity, without the prior written consent of Licensor.

**SECTION 4.05 – KEYS.** Licensor shall provide one (1) set of keys to the Premises. Additional keys shall be provided at the expense of Licensee. Licensee agrees not to change or add any locks to any doors or windows in or at the Premises without the prior written approval of Licensor. Any such changes shall be at the expense of the Licensee and the Licensee shall provide the Licensor with a complete set of keys to the same.

## **ARTICLE V MAINTENANCE OF THE BUILDING AND COMMON AREAS**

**SECTION 5.01 – LICENSOR’S OBLIGATIONS FOR MAINTENANCE:** Licensor shall keep and maintain the foundation, exterior walls and roof of the Building, except that Licensor shall not be obligated to make any repairs occasioned by the act or omission of Licensee, its agents, employees, invitees, licensees or contractors.

**SECTION 5.02 – LICENSEE’S OBLIGATIONS FOR MAINTENANCE:** Except as provided in Section 5.01 of this Agreement, Licensee shall keep and maintain in good order, condition and repair (including replacement of parts and equipment if necessary) the Premises and every part thereof, and any and all fixtures, equipment therein or thereon, and any appurtenances thereto. Licensee shall further keep and maintain the Premises in a clean, sanitary and safe condition in accordance with all federal, state and local laws, statutes, ordinances, codes, rules and regulations, of the State of Ohio, and in accordance with all rules and regulations of governmental authorities having jurisdiction, and Licensee shall comply with all requirements of law, ordinance and otherwise, affecting said Premises. If Licensee refuses or neglects to commence and complete repairs promptly and adequately, Licensor may, but shall not be obligated to do so, make and complete said repairs, and Licensee shall pay the cost thereof to Licensor upon demand. Upon the expiration of the term or termination of this Agreement, Licensee shall surrender the Premises in good condition, reasonable wear and tear excepted.

**SECTION 5.03 – USE OF COMMON AREAS:** As used in this Agreement, the term “common areas” shall mean the entranceways, hallways, and stairwells in the Building not contained in the Premises, public bathrooms, and all other areas or improvements which may be provided by the Licensor for the convenience and joint use of the tenants and licensees of the Building and their respective subtenants, agents, employees, customers, invitees and any other licensees of Licensor. The use and occupancy by the Licensee of the Premises shall include the non-exclusive use in common with all others to whom Licensor has or may hereafter grant rights to use the common areas located within the Building, subject, however, to rules and regulations for the use thereof as may be prescribed from time to time by the Licensor. Licensor expressly reserves the right to make repairs, alterations, additions or improvements, structural or otherwise in or about the Building and common areas, and to close or temporarily suspend operation of entrances, doors, corridors, elevators, common areas and facilities as Licensor may require or find necessary in its sole discretion.

**SECTION 5.04 – LICENSE:** All common areas and facilities not within the Premises which Tenant may be permitted to use and occupy pursuant to this Agreement are to be used and occupied under a revocable license, and if the amount of such areas be diminished pursuant to this Agreement, Licensor shall not be subject to any liability nor shall Licensee be entitled to any compensation

or diminution or abatement of rent, nor shall diminution of such areas be deemed constructive or actual eviction.

## **ARTICLE VI ASSIGNMENT AND SUBLICENSING**

**SECTION 6.01- Assignment and Subletting.** Licensee shall not, without the prior written consent of Licensor, sublicense the Premises, assign, or otherwise transfer, this Agreement or any interest hereunder. Any assignment or sublicense made without Licensor's prior written consent shall, at Licensor's option, be null, void and of no effect, and shall, at Licensor's option, constitute a default by Licensee under article XIII of this Lease. Any consent by Licensor to any assignment or sublicense shall not be deemed consent to any further assignment or sublicense by either Licensee or any assignee or sublicensee. If Licensor consents to any assignment or sublicense, (i) the terms and conditions of this Agreement shall in no way be deemed to have been waived or modified, (ii) Licensee shall deliver to Licensor, promptly after execution, an original executed copy of all documentation pertaining to the assignment or sublicensing in form reasonably acceptable to Licensor, and (iii) no assignment or sublicensing relating to this Agreement entered into with respect thereto, whether with or without Licensor's consent, shall relieve Licensee from liability under this Agreement.

## **ARTICLE VII SECURITY DEPOSIT**

**SECTION 7.01 - Security Deposit.** Licensee shall deposit the sum of one month's Rent with Licensor as partial security for the performance of covenants contained herein. If Licensee defaults in the performance of any obligations under this Agreement, Licensor may, but shall not be obligated to, apply all or portions of the security deposit on account of Licensee's obligations.

## **ARTICLE VIII INSURANCE AND INDEMNITY**

**SECTION 8.01 – INSURANCE AND INDEMNITY:** Licensee shall, during the Lease term and any renewal term thereof, procure and maintain in full force and effect, a policy of commercial general liability insurance, with contractual liability, covering Licensee's use of the Premises, with limits not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Such policy shall name Licensor as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Licensor thirty (30) days prior written notice. Such insurance shall be issued by an insurance company licensed in the State of Ohio

with a rating of not less than Best A-X or better. A copy of the policy and evidence that the premiums have been paid, or a certificate of the insurance certifying to the issuance of such policy, shall be delivered to Licensor prior to the Commencement Date hereunder.

**SECTION 8.02 – PROPERTY INSURANCE:**

A. Licensee agrees to carry and maintain during the term hereof, at its cost and expense, a policy or policies of Special Form Cause of Loss insurance, insuring Licensee’s trade fixtures, furnishings, equipment and all other items of personal property of Licensee located on or about the Premises, against loss or damage from fire and other casualties, vandalism and malicious mischief, in an amount equal to the full replacement costs thereof. Licensee shall furnish Licensor with evidence of such insurance coverage prior to the Commencement Date hereof.

B. Licensee hereby releases Licensor from any and all liability or responsibility (to Licensee or anyone claiming through or under Licensee by way of subrogation or otherwise) for any loss or damage to property caused by fire or other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the Licensor, or anyone for whom Licensor may be responsible. Licensee agrees to obtain a “wavier of subrogation” clause in its casualty insurance policy referenced in paragraph A above in order to carry out these release provisions aforesaid.

**SECTION 8.03 – INDEMNITY AND RELEASE:**

A. Licensee hereby agrees to indemnify and hold harmless Licensor from and against any and all claims, demands, fines, suits, actions, proceedings, orders, damages, costs and expenses, resulting from or in connection with Licensee’s use or occupancy of the Premises.

B. Licensor shall not be responsible or liable at any time for any defect, latent or otherwise, in the Building, or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall Licensor be responsible or liable at any time for and loss, injury or damage to Licensee or those claiming by, through or under Licensee, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the Premises or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of the Building, including the Premises.

**ARTICLE IX  
UTILITIES**

**SECTION 9.01 – UTILITIES** Licensor shall provide electrical power for normal general office use, as reasonably determined by Licensor. Licensor shall provide janitorial services and cleaning services in and about the Building and the Premises. Licensee shall be solely responsible for telephone installation and all service charges.

Licensor shall provide air conditioning and heat to the Premises for comfortable occupancy during Licensor's standard Building hours, subject at all times, however, to restrictions placed upon Licensor by any duly constituted governmental agency and/or by any utility supplier. Licensee shall cooperate fully with Licensor to assure the effective operation of the Building's heating, ventilating and air-conditioning systems ("HVAC"), including the closing of venetian blinds and drapes, and if windows are operable to keep them closed when the air-conditioning or heating system is in use. Overtime HVAC may be available by prior arrangement with Licensor, and Licensee shall be billed at Licensor's standard overtime rate as established from time to time for such usage.

**SECTION 9.02 – INTERRUPTION OF SERVICE** Licensor shall not be liable to Licensee for damages or otherwise (i) if any utilities shall become unavailable from any public utility company, public authority or any other person or entity supplying or distributing such utility or (ii) for any interruption in any utility service (including, but without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Licensor's control, and the same shall not constitute a default, termination or an eviction. Licensor shall have no liability to Licensee nor shall Licensee be entitled to any reductions or abatements of any covenants and obligations under this Lease whatsoever (including any obligation to pay Rent) by reason of any annoyance, inconvenience, interruption, or injury to Licensee's business or use or occupancy of the Premises as a result of such installation or maintenance work.

**SECTION 9.03 – ACCESS** Licensee shall provide Licensor access to the Premises as Licensor shall reasonably require for installing and maintaining the services provided for in this Article.

## **ARTICLE X ESTOPPEL, SUBORDINATION AND ATTORNMENT**

**SECTION 10.1 – ESTOPPEL CERTIFICATES:** Tenant shall, within ten (10) days after written request of Licensor, execute, acknowledge and deliver to Licensor or Licensor's mortgagee, proposed mortgagee, land lessor or proposed purchaser of the Building or any part thereof, any estoppel certificates requested by Licensor, from time to time, which estoppel certificates shall certify whether (i) the Agreement is in full force and effect; (ii) the date of commencement of the term of this Agreement; (iii) that rent is paid currently without any offset or

defense thereto; (iv) the amount of rent, if any, paid in advance; (v) whether this Agreement has been modified and, if so, identifying the modifications, and (vi) that there be no uncured defaults by Licensor or stating the nature of such defaults, and all other matters requested by Licensor or Licensor's mortgagee, proposed mortgagee, land lessor or proposed purchaser.

**SECTION 10.2 – SUBORDINATION:** This Agreement is and shall be subject and subordinate to any and all mortgages, deeds of trust and land leases now existing upon or that may be hereafter placed upon the Premises, the Building and the real estate upon which they are situated, and to all advances made or to be made thereon and all renewals, modifications, consolidations, replacements or extensions thereof and the lien of any such mortgages, deeds of trusts and land leases shall be superior to all rights hereby or hereunder vested in Licensee, to the full extent of all sums secured thereby. These provisions shall be self-operative and no further instrument of subordination shall be necessary to effectuate such subordination and the recording of any such mortgage or deed of trust shall have preference and precedence and be superior and prior in lien to this Agreement, irrespective of the date of recording. Notwithstanding the foregoing, Licensee shall, on the request of Licensor or the holder of any such mortgage or deed of trust, execute and deliver to Licensor within ten (10) days after request by Licensor, any instrument that Licensor or such holder may reasonably request to confirm such subordination.

**SECTION 10.3 – ATTORNMENT:** In the event any proceedings are brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage covering the Premises or in the event of any other transfer or sale covering the Premises, Licensee shall attorn to the purchaser under any such sale, transfer or foreclosure and recognize such purchaser or transferee as Licensor under this Agreement.

## **ARTICLE XI DAMAGE AND DESTRUCTION**

**SECTION 11.01 – DAMAGE AND DESTRUCTION:** If the Premises or the Building shall be destroyed or damaged by fire or other casualty, and this Agreement shall not have been canceled in accordance with the provisions hereinafter made in this Article XI, Licensor shall with reasonable dispatch after notice to it of the damage or destruction, repair the damage and replace, restore and rebuild the Premises and the Building. Licensor shall not be required by this Section to repair, replace, restore or rebuild any property that Licensee is required under Section 8.02(A) above to insure, it being agreed that Licensee shall bear the entire risk of loss, damage or destruction of such property that it is in or about the Premises.

If the Premises shall be partially damaged or partially destroyed by fire or other casualty, and this Agreement shall not have been canceled in accordance with the provisions hereinafter made in this Article XI, the rent payable under this Agreement shall, to the extent that the Premises shall have been rendered unfit for use for Licensee's business purposes, be abated for the period from the date of such damage or destruction to the date that such damage or destruction shall be repaired or restored. If the entire Premises or a substantial portion thereof (for purposes of this Lease a substantial portion shall mean 50% or more) shall be damaged or destroyed because of fire or other casualty as provided in this Article XI, and this Agreement shall not have been canceled in accordance with the provisions hereinafter made in this Article XI, the entire rent shall, as of the date of the damage or destruction abate until Licensor shall repair, restore, replace and rebuild the Premises.

Notwithstanding anything in this Article XI to the contrary, if the Premises or the Building shall be destroyed or damaged by fire or other casualty, and if such damage or destruction shall cause it to be uneconomical or unfeasible for Licensor to repair or restore the Premises or the Building, as determined by Licensor in Licensor's sole discretion, Licensor shall have the option to terminate this Lease as of the date of such damage or destruction by written notice to Licensee within thirty (30) days after such damage or destruction.

No damages, compensation or claims shall be payable by Licensor for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or of the Building made by Licensor under the Provisions of this Article XII.

## **ARTICLE XII EMINENT DOMAIN**

**SECTION 12.01 – AWARD:** In the event that the Premises, the Building, or any part thereof, shall be taken or condemned permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, the entire compensation award therefor, including leasehold, reversion and fee, shall belong to the Licensor and Licensee shall have no claim against either Licensor or the condemning authority with respect thereto.

**SECTION 12.02 – TOTAL TAKING:** In the event that the entire Premises or the Building is taken or condemned for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, this Agreement and the term hereby granted shall forthwith cease and terminate as of the date when title vests pursuant to such taking, and the rent and other charges hereunder shall be apportioned as of said date, and any rent paid for any period beyond said date shall be refunded to Licensee by Licensor.

**SECTION 12.03 – PARTIAL TAKING:** In the event that less than the whole or substantially the whole of the Building or the Premises is taken or condemned for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, and if such taking or condemnation shall so substantially interfere with the operation or use of the Building as to render the continued operation thereof economically unfeasible as reasonably determined by Licensor, then Licensor (whether or not the Premises be affected) may, at its option, by notifying Licensee in writing, terminate this Agreement and the term hereby granted as of the date when title vests pursuant to such taking, and the rent and other charges hereunder shall be apportioned as of said date, and any rent paid for any period beyond said date shall be refunded to Licensee by Licensor.

In the event that less than the whole or substantially the whole of the Premises is taken or condemned for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, and if such taking or condemnation shall so substantially interfere with the use of the Premises so as to render the continued operation thereof economically unfeasible as reasonably determined by Licensee, then Licensee may, at its option, by notifying Licensor in writing, terminate this Agreement and the term hereby granted as of the date when title vests pursuant to such taking, and the rent and other charges hereunder shall be apportioned as of said date, and any rent paid for any period beyond said date shall be refunded to Licensee by Licensor.

In the event that less than the whole or substantially the whole of the Building or the Premises is taken or condemned for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, and if neither party has exercised their respective right to terminate hereunder, then this Agreement shall terminate only as to the portion of the Premises so taken on the date when title vests pursuant to such taking, and the rent and other charges hereunder shall be reduced in proportion to the portion of the Premises so taken.

### **ARTICLE XIII TERMINATION**

**SECTION 13.01 – TERMINATION:** Licensor may terminate this Agreement upon the happening of any one or more of the following events, each of which shall constitute an event of default (“**Event of Default**”) under this Agreement:

- A. Failure of Licensee to pay the Rent, Additional Rent or any other sums or charges required to be paid by Licensee hereunder when the same is due.
- B. If Licensee shall fail to observe or perform any of the other covenants, agreements or conditions of this Agreement on the part of Licensee to be kept

and performed and said default shall continue for a period of thirty (30) days after written notice thereof from Licensor to Licensee.

C. If Licensee abandons the Premises.

**SECTION 13.02 – REMEDIES:** Upon the occurrence of an Event of Default, Licensor shall have, in addition to any other remedies available to Landlord at law or in equity or as set forth elsewhere in this Agreement, the option to, with or without further notice, forthwith terminate this Agreement and expel and remove Licensee, or any other person or persons in occupancy from the Premises, together with their goods and chattels, using such force as may be necessary in the judgment of Licensor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss or damage which may be occasioned thereby, and repossess and enjoy said Premises, and may recover from Licensee all damages it may incur by reason of such Event of Default by Licensee. .

#### **ARTICLE XIV ACCESS BY LICENSOR**

**SECTION 14.01 – RIGHT OF ENTRY:** Licensor or Licensor's agents shall have the right to enter the Premises at all reasonable times to examine the same, and to show them to prospective purchasers or mortgagees of the Building and to make such repairs, alterations, improvements or additions as Licensor may deem necessary or desirable, and Licensor shall be allowed to take all materials into and upon said Premises that may be required therefor without the same constituting an eviction of Licensee in whole or part, and the rent reserved shall in no way abate while said repairs alterations, improvements or additions are being made, by reason of loss or interruption of business of Licensee or otherwise.

#### **ARTICLE XV LICENSEE'S PROPERTY**

**SECTION 15.01 – TAXES ON LICENSEE'S PROPERTY:** Licensee shall be responsible, at its sole cost and expense, for paying before delinquency all municipal, county, state and federal taxes assessed during the term of this Agreement against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Premises by Licensee.

**SECTION 15.02 – LOSS AND DAMAGE:** Licensor shall not be responsible or liable to the Licensee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises or any part of the Building of which the Premises are a part.

**ARTICLE XVI  
HOLDING OVER**

**SECTION 16.01 – HOLDING OVER:** No receipt of money by Licensor from Licensee after termination of this Lease or after the service of any notice to deliver possession of the Premises to Licensor or after the commencement of any suit for the possession of the Premises shall reinstate, continue or extend the term of this Agreement or affect any such notice, demand or suit or imply consent for any action for which Licensor's consent is required. In the event Licensee remains in possession of the Premises after the expiration or termination of this Agreement without the written consent of Licensor or without the execution of a new lease, Licensee, at the option of Landlord, shall be deemed to be occupying the Premises as a licensee from month to month, at twice the fixed rent, subject to all the other conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month to month license.

**ARTICLE XVII  
BINDING EFFECT**

**SECTION 17.01 – SUCCESSORS AND ASSIGNS:** All rights and obligations hereunder, shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, subject, however, the provisions of Section 11.01 hereinabove.

**ARTICLE XVIII  
RULES AND REGULATIONS**

**SECTION 18.01 – RULES AND REGULATIONS:** Licensee agrees to comply with and observe all rules and regulations established by Landlord from time to time. Licensee's failure to observe said rules and regulations shall constitute a breach of the terms of this Agreement in the same manner as if the same were contained herein as covenants of the Licensee.

**ARTICLE XVIII  
QUIET ENJOYMENT**

**SECTION 19.01 – LICENSOR'S COVENANT:** Upon payment by the Licensee of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on the Licensee's part to be observed and performed, Licensee shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Licensor.

**ARTICLE XX  
MISCELLANEOUS**

**SECTION 20.01 – ENTIRE AGREEMENT:** This Agreement sets forth all the covenants, promises, agreements and conditions and understandings between Licensor and Licensee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. No amendment, modification, change or addition to this Lease shall be binding upon Licensor or Licensee unless reduced to writing and executed by both parties.

**SECTION 20.02 – PARTIAL INVALIDITY:** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or conditions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 20.03 – NOTICES:** All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when sent by United State certified or registered mail, postage prepaid (a) if to Licensee, addressed to \_\_\_\_\_ or at such other place as Licensee may from time to time designate by notice to Licensor, or (b) if for Licensor, addressed to Endeavor Center Manager, 1862 Shyville Road, Piketon, OH 45661, or at such other place as Licensor may from time to time designate by notice to Licensee.

**SECTION 20.04 – NO OPTION:** The submission of this Agreement for examination does not constitute a reservation or option for the Premises or any other space within the Building, and shall vest no right in either party. This Agreement shall become effective as a Lease, only upon execution and delivery thereof by the parties hereto.

**SECTION 20.05 – HEADINGS AND INTERPRETATION:** The Article and Section headings used throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement. Whenever herein the masculine gender is used, the same shall include the feminine and neuter genders.

**SECTION 20.06 – RELATIONSHIP OF PARTIES:** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship between the parties hereto, other than the relationship of Licensor and Licensee.

**SECTION 20.07 – WAIVER:** The failure of Licensor to insist on any one or more cases upon the strict performance or observance of any of the covenants, agreement or conditions of this Agreement, or to exercise any option herein

contained, shall not be construed as a waiver or a relinquishment for the future performance, observance or exercise of such covenant, agreement, condition or option. No waiver of any default hereunder shall be implied from any omission by Licensor to take any action on account of such default or to declare a forfeiture if such default persists or is repeated, and no condition or covenant shall be deemed waived by Licensor unless such waiver be in writing signed by Licensor. The acceptance by Licensor of rent with knowledge of the breach of any of the covenants or conditions of this Agreement by Licensee shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term or condition of this Agreement by Licensor shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

**SECTION 20.08 – GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**SECTION 20.09 – ACCORD AND SATISFACTION:** No payment by Licensee or receipt by Licensor of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any enforcement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Licensor shall accept such check or payment without prejudice to Licensor’s right to recover the balance of such rent or pursue any other remedy in this Agreement provided.

**SECTION 20.10 – FORCE MAJEURE:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection or other reason or a similar or dissimilar nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 20.10 shall not operate to excuse Licensee from prompt payment of rent or any other payments required by the terms of this Agreement.

**IN WITNESS WHEREOF**, the Licensor and Licensee have caused this Agreement to be executed, effective the day and year first above written.

**LICENSEE:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LICENSOR:**

**THE OHIO STATE UNIVERSITY**  
OARDC – Endeavor Center  
  
By: \_\_\_\_\_  
Jerry Driggs

Endeavor Center Manager