

Resolution 1858

LEASE AGREEMENT

This Agreement is entered into by and between the **City of Uhrichsville, Ohio** (“Uhrichsville”) and the **Panhandle Athletic Club** (“PHAC”).

The Members of Council of the City of Uhrichsville have agreed to lease to PHAC certain land located inside the corporation limits of Uhrichsville, which is owned by Uhrichsville (described in more detail hereinbelow).

The parties to this Agreement wish to reduce the terms and conditions to writing,

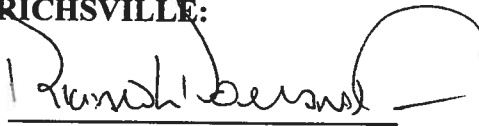
THEREFORE, IT IS HEREBY AGREED by Uhrichsville and PHAC as follows:

1. PHAC shall pay to Uhrichsville the sum of \$1.00 per year, with the first payment due and payable by May 1, 2019 for the lease of ground.
2. The Agreement shall continue for a period of ~~five (5)~~ ^{seven (7)} years, commencing May 1, 2019.
3. With such payments, PHAC hereby leases from Uhrichsville the City-owned parcels designated as Permanent Parcel Numbers 41-02754-000, 41-02772-000, 41-02773-000, 41-01561-000, and 41-01350-000. Any fixtures placed upon or around such fields by PHAC shall become the property of Uhrichsville.
4. PHAC shall be responsible for the repair, maintenance, mowing and grass seeding for all events that take place on the above-described property during the terms of this Lease. In the event PHAC is unable to perform such duties, PHAC shall contract with a private landscaping company for such services, at the sole expense of PHAC. PHAC shall further supply Port-A-Johns, at the sole expense of PHAC.
5. During the traditional baseball season, PHAC shall be responsible for all scheduling of events that take place on such fields, with the intent that participation and use of the fields shall be encouraged by all organizations, with the primary emphasis to PHAC.



6. All purchases related to the operation of the fields by PHAC shall be made in the name of PHAC, and PHAC shall have no authority whatsoever to purchase any supplies or inventory in the name of Uhrichsville, or otherwise incur any debts in the name of Uhrichsville.
7. Any disputes regarding the use, maintenance, and control of the ball fields shall be attempted to be resolved on the first level by PHAC and its Directors; if not resolved in such fashion, then such disputes shall be resolved by the Mayor of Uhrichsville.
8. PHAC may prepare reasonable rules regarding the use of the ball fields by its teams.
9. PHAC shall hold Uhrichsville harmless from all claims, actions, suits, judgments or liens that may be caused due to the actions of PHAC, its teams, members, players, agents, business assigns, or directors.
10. Uhrichsville shall have the right to cancel this Agreement prior to the termination of the ~~five (5)~~ ^{seven (7)} year term for any reason and in its sole discretion. In the event Uhrichsville elects to terminate this Agreement prior to the expiration of the ~~five (5)~~ ^{seven (7)} year term, Uhrichsville shall give to PHAC a thirty (30) day advance written notice of such cancellation.

UHRICHSVILLE:

BY: 
Richard Dorland, Mayor


Date: 5-9-19


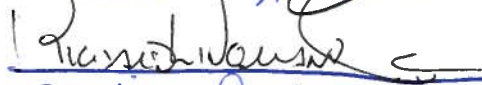
PHAC:

BY: _____
President, PHAC

Date: _____

This Resolution is signed this 9th day of May, 2019.
Passed: 5/9/19

Attest:

 Trisha Addison, Clerk


 Mark Harey, President of Council

 Richard Dorland, Mayor

