THE CITY OF COLUMBUS RECREATION AND PARKS
www.columbus.gov

1111 East Broad Street
Columbus, OH 43205

Recreation & Parks Commission
Commission Report

November 10, 2026 – 8:30 a.m.
Jerry Hammond Building, 1111 E. Broad St., Columbus, OH 43205

I. Consent Agenda Items

No legislation

II. Administration Agenda Items

No legislation

III. Arts, Rentals and Events Agenda Items

1. **Fran Ryan Center Kitchen Agreement (For Commission Approval Only)**

LICENSE AGREEMENT

This License Agreement is made and entered into effective January 1, 2027 by and between the CITY OF COLUMBUS, OHIO, a municipal corporation, through its RECREATION AND PARKS DEPARTMENT ("Licensor"), and TASTE AND SEE SESSIONS, an Ohio for profit corporation, ("Licensee"), (collectively, "Parties").

WITNESSETH

WHEREAS, Licensor is the owner of a certain improved property located at 865 E. Capital St., Columbus, OH 43205, which is commonly referred to the Fran Ryan Center; and

WHEREAS, Licensee desires to utilize a portion of the Fran Ryan Center for a food service operation, the portion of which is described and depicted in the attached Exhibit A and fully incorporated herein (the "Licensed Premises") for Licensee's food service operation; and

WHEREAS, Licensor has a need for a food service vendor at the Fran Ryan Center to provide food and beverage service to Center visitors as well as the Old Towne East community;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Licensor and the Licensee do agree as follows:

ARTICLE 1. REAL PROPERTY AND LICENSED PREMISES

Upon and subject to the terms, conditions, covenants, and agreements set forth in this License, Licensor, does hereby license to Licensee and Licensee does hereby rent from Licensor the "Licensed Premises," for a term commencing January 1, 2027, and ending on December 31, 2027.

ARTICLE 2. TERM

This agreement is applicable for a term of one (1) year commencing on January 1, 2027, the "License Commencement Date" and ending at midnight on December 31, 2027, the "License Expiration Date", unless otherwise terminated as herein provided.

ARTICLE 3. RENT

Licensor's grant of the use of the Licensed Premises is provided as an "in kind" contribution to Licensee in exchange for the food service provided to the Fran Ryan Center visitors and Old Towne East community at large. Licensor and Licensee may at any point during the course of this Agreement or in any renewal decide on a revenue sharing plan that shall be affixed to this Agreement and incorporated fully herein.

ARTICLE 4. USE AND CONTROL

The Licensed Premises shall be used by Licensee solely for Licensee's food service operation and no other purpose ("Permitted Use").

ARTICLE 5. ENVIRONMENTAL

5.1 Licensee shall not handle, store, manufacture, or discharge any hazardous materials in or about the Licensed Premises. For purposes of this License "Hazardous Materials" shall include, but shall not be limited to, any hazardous materials, hazardous substances, toxic substances or solid wastes, including, but not limited to asbestos (friable or non-friable), petroleum derivatives, polychlorinated biphenyls, flammable explosives, radioactive materials or other substances or materials defined as hazardous materials under any federal, state or local law. Licensee covenants that neither Licensee nor its agents or employees acting within their scope of employment or agency will use, treat, store, possess or release any Hazardous Materials in or about the Licensed Premises, in violation of any present or future federal, state or local laws, ordinances, rules, and regulations.

5.2 If at any time during the term of this License it is determined that there are any Hazardous Materials located in, on, under, around or above the Licensed Premises or introduced to the Licensed Premises by Licensee or any of its agents or employees that are required to be abated, removed or otherwise remediated by any federal, state or local environmental law, statute, ordinance or regulation, court or administrative order or decree or private agreement

("Environmental Requirements") requiring special handling of Hazardous Materials in their use, handling, collection, storage, treatment or disposal, Licensee, as appropriate, shall commence remediation with diligence within thirty (30) days after receipt of notice of the presence of the Hazardous Materials requiring remediation, and shall continue to diligently take all appropriate action, at Licensee's sole expense, to comply with all such Environmental Requirements. Failure of Licensee to comply with all Environmental Requirements shall constitute a default under this License. Licensee's obligations under this Article shall survive the expiration or termination of this License

ARTICLE 6. NONDISCRIMINATION

6.1 The Licensee will operate the "Licensed Premises" in compliance with all requirements imposed by or pursuant to regulations of Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 252) and Executive Order 11246. The Licensee will not deny, on the basis of race, color, religion, sex or national origin, to any person the use, benefits or services provided by the "Licensed Premises".

ARTICLE 7. OPERATION AND MAINTENANCE

7.1 Licensee, at Licensee's sole cost and expense, will comply with all laws, ordinances, codes, and regulations applicable thereto in the occupancy, maintenance and operation of the Licensed Premises. Licensee shall not permit, commit or suffer waste or impairment of the Licensed Premises, its site, or any part thereof.

7.2 Licensee shall be solely responsible for maintaining the Premises and included equipment in as good or better condition than at the start of the term with the exception of normal wear and tear. If a third party is used to complete this work, then workers compensation, insurance and a separate agreement indemnifying Licensor shall be provided to Licensor in writing prior to any maintenance being performed. Licensor pays for normal wear and tear of licensor-owned equipment.

7.3 Licensee and Licensor, with 90 days notice, can discuss entering a utilities sharing plan, any subsequent plan will be agreed upon using all available utility usage and billing information to determine adequate payment from the Licensee to the Licensor. Billing will be made yearly from Licensor to Licensee at the end of each term in which this Agreement is in effect. Licensor shall provide documentation to Licensee of the increased usage with each bill. Utility costs will be assessed based on additional average use for both electric and water when Licensee uses the Licensed Premises.

7.4 Licensee is precluded from using the Licensed Premises for any purpose other than for the Permitted Use. Licensee further agrees that it shall promptly comply during the term of this License Agreement, at its own expense, with all present and future legislative, judicial and administrative statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, decisions, rules, resolutions restrictions, regulations and requirements (collectively, "Laws") of all federal, state, county, municipal and other governmental and quasi-governmental authorities and all courts, departments, commissions, boards, bureaus, agencies, authorities, offices, officials and officers thereof as they pertain to the Licensed Premises. Licensee shall also procure and

maintain in full force and effect, at its sole expense, all permits, licenses, certifications, approvals and other authorizations necessary for the lawful use occupancy and/or operation of the Licensed Premises. Licensee further agrees to observe and comply with all rules and regulations as may be adopted by Licensor concerning the use of the Licensed Premises.

7.5 Licensee, at its sole cost and expense, shall maintain any sign, decoration, lettering or advertising matter in good condition and repair at all times. Any new, permanent sign installed by Licensee shall include Licensor's logo at the top of the sign. As a condition of Licensor's approval, Licensee must meet all provisions of the Columbus Graphics Code, Title 33, of the Columbus City Charter and City of Columbus Code Chapters 3116, 3359 and 3381.

7.6 Licensee shall comply with the Scope of Services attached to this Agreement as Exhibit B.

ARTICLE 8. ENCUMBRANCES, TAXES AND ASSESSMENTS

8.1 The Licensee acknowledges that the City's real property is currently exempt from real estate taxes. If, as a direct result of this License Agreement, the real property becomes subject to real estate taxes or other assessments, Licensee shall be responsible only for the taxes, assessments, fees, or other charges legally attributable to Licensee's use of the Licensed Premises, and not for taxes or assessments attributable to the City's ownership of the property generally. If If upon revaluation of the Fran Ryan Center the tax bill becomes too high for Licensee, Licensee may notify Licensor and terminate the license within 90 days of the notification.

ARTICLE 9. ALTERATIONS AND IMPROVEMENTS

9.1 Licensee shall not make any alterations, additions, or improvements to the Licensed Premises without the prior written consent of the Licensor, which may be withheld at Licensor's sole and absolute discretion. Licensee shall present plans for alterations, additions, or improvements to the Licensed Premises to Licensor. The Licensor shall have thirty (30) days after it receives Licensee's plans for the proposed alterations, additions, or improvements to review and to approve same. Any alterations, additions, or improvements shall be completed within a reasonable period of time and in a sound and workmanlike manner in accordance with all applicable building and safety codes. At such time as Licensee vacates the Licensed Premises, permanent alterations, additions, and improvements that are affixed to the Licensed Premises shall become the property of Licensor, unless otherwise agreed in writing. Licensee-owned equipment, furniture, trade fixtures, and other personal property that can be removed without material damage to the Licensed Premises shall remain the property of Licensee.

9.2 Licensee agrees that prevailing wage rates will be paid for any new construction or improvements/maintenance pursuant to Columbus City Code Chapter 329, and in accordance with O.R.C. Chapter 4115 and the limits, guidelines, and regulations set forth by the Director, Department of Commerce, State of Ohio.

ARTICLE 10. INDEMNIFICATION AND WAIVER

10.1 Licensor, its, officials, agents, servants, employees, and independent contractors (collectively, the "Licensor Parties") shall not be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Licensee or by other persons claiming through Licensee, unless such damage is the direct result of the negligence or willful misconduct of Licensor or any of the Licensor Parties. Licensee shall indemnify, defend, protect, and hold harmless the Licensor Parties from any and all loss, cost, damage, expense, and liability (including without limitation court costs and reasonable attorneys' fees) directly resulting from the Licensee's negligence or willful misconduct, pursuant to this Agreement. Further, Licensee's agreement to indemnify Licensor pursuant to this Section is not intended and shall not relieve any insurance carrier of its obligations under policies required to be carried by Licensee pursuant to the provision of this License, to the extent such policies cover the matters subject to Licensee's indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this License. The provisions of this Section shall survive the expiration or termination of this License with respect to any claims or liability occurring prior to such expiration or termination

10.2 The Licensee hereby agrees to fully indemnify and save harmless the Licensor from any and all expenses, losses, injury, suits, claims, action or liability of any kind, whatsoever, brought against, or incurred by the Licensor as a result of the Licensee's management, maintenance, operation, or use of the Licensed Premises.

ARTICLE 11. INSURANCE

11.1 During the term of this License, Licensee, at Licensee's sole cost and expense, shall carry and maintain commercial general liability (CGL) and excess liability/umbrella insurance, in the broadest form available in Ohio, insuring against liability for personal injury, bodily injury to or death of persons and loss or damage to the property occurring in, on and about the Licensed Premises, with coverage limits of at least Five Hundred Thousand Dollars ($500,000.00) per occurrence and One Million Dollars ($1,000,000.00) in the aggregate. Licensee's CGL and excess liability/umbrella policies shall carry an endorsement naming Licensor as an additional insured on such insurance policy.

11.2 The minimum limits of policies of insurance required of Licensee under this License shall in no event limit the liability of Licensee under this License. CGL and excess liability/umbrella insurance shall carry an endorsement (i) naming the City of Columbus as an additional insured so long as this License, any renewal, or holdover, is in effect; (ii) specifically cover the liability assumed by Licensee under this License, including but not limited to, Licensee 's obligations under this Article; (iii) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Licensor and licensed to do business in the State of Ohio; and (iv) provide that such insurance shall not be canceled or coverage changed unless 30 days prior written notice of such cancellation or change is given to Licensor. To the fullest extent permitted by applicable law, all insurance policies the Licensee furnishes in compliance with this License shall include a waiver of subrogation in favor of the Additional Insureds by endorsement or by policy language. Licensee waives all rights as against the Additional Insureds to the extent that the damages are covered by the insurance

furnished in compliance with this Article. The Licensor, upon timely notice to Licensee, reserves the right to require an increase in the above limits of insurance in this Article to reflect levels of coverage as generally recognized as necessary and as recommended by the City's insurance broker.

11.3 Workers' Compensation Coverage. Licensee shall also carry at all times such Workers' Compensation insurance as to comply with the laws and regulations of the state in which the Premises is located and shall provide Licensor with a Certificate evidencing coverage currently in force. Licensee acknowledges that any and all injuries or claimed injuries to Licensee's employees shall be regarded as a Workers' Compensation matter, to be adjusted through the workers' compensation system, and in the event any such employee shall claim that his or her injury is of a nature allowing pursuit of a claim in addition to or in lieu of a workers' compensation claim, such matter shall be handled by Licensee solely as an employer/employee matter, without the involvement of Licensor and Licensee shall indemnify, defend and hold Licensor harmless from any and all such claims. Proof of coverage shall be attached to this Agreement as Exhibit C.

11.4 Proof of Insurance. At least fourteen days prior to the Commencement Date Licensee shall deliver to Licensor Acord Certificates evidencing that the required insurance is in force along with a copy of the CGL policy declaration and endorsement pages, copies of the Waiver of Subrogation, Primary & Non-Contributory, and Additional Insured endorsements or other documentation as requested by Licensor, showing the Licensee is carrying the above described insurance, in at least the above specified minimum amounts. These proofs shall be attached to this Agreement as Exhibit D.

11.5 Licensee shall advise Licensor promptly after obtaining notice thereof, in writing, of: (i) any incident that might give rise to a claim; (ii) the service of any summons, complaint, notices, letters, or other communications alleging any claim against the Licensor Parties; and (iii) the service upon Licensee, or Licensee Parties, of any summons, complaint, notices, letters, or other communications alleging any claim with respect to the Licensed Premises or Licensee's operations. Licensor does not represent that required insurance coverage or limits as identified in this Article are adequate to protect the Licensee.

ARTICLE 12. DESTRUCTION OR DAMAGE; EMINENT DOMAIN

12.1 If the Licensed Premises is destroyed or damaged by fire or other casualty so as to render it unusable, or if the Licensed Premises is taken under the threat of or by the exercise of eminent domain, the Licensor shall have the right to all insurance funds and/or just compensation payable for the land, structures, and permanent improvements owned by Licensor. Insurance proceeds attributable to Licensee-owned personal property shall remain payable to Licensee, subject to the Licensee's applicable insurance policy. If the Licensed Premises remains unusable for more than thirty (30) consecutive days due to a casualty not caused by Licensee, either Party may terminate this License upon written notice.

ARTICLE 13. DEFAULT

13.1 If the Licensee fails to perform or violates any term, covenant, or obligation required to be performed by Licensee under this License for any reason and such violation shall not be cured or remedied within thirty (30) calendar days after written notice thereof by the Licensor, the said failure to perform or violation will constitute a default under this License provided however, that: (i) if the term, condition, covenant or obligation to be performed by Licensee is of such nature that the same cannot reasonably be performed within such thirty (30) day period, such matter shall not constitute a default so long as Licensee commences such performance within said thirty day period and thereafter diligently and continuously undertakes to complete the same; and (ii) if the default is based on non-compliance with any governmental order, and the order sets forth a time for compliance, the cure period shall be the longer of thirty (30) calendar days or the time set forth in the governmental order.

13.2 In the event of default, that remains uncured, Licensor, at its sole option, may deem this License terminated immediately upon expiration of the thirty calendar (30) day time period that Licensee has to cure or remedy such default. Such right of termination shall be in addition to Licensor's other remedies and rights.

13.3 Upon the occurrence of the default and each and every subsequent default, the Licensor shall have the right to institute any proceeding, action, or suit, in equity or at law, as it deems appropriate, in addition to terminating this License.

ARTICLE 14. TERMINATION

14.1 This License Agreement may, at any time during this License Agreement or any renewal hereof, be terminated by either Party, without cause, by giving the other Party one hundred and twenty (120) days written notice.

ARTICLE 15. NOTICES

15.1 All notices and other communications required or desired to be given to either party under this License shall be in writing to the parties as addressed below and shall be deemed given when delivered personally, or three business days after having been mailed by certified mail (return receipt requested) to that party at the address for that party (or at such other address for such party as shall have been specified in a written notice to the other party), or one day after having been delivered to Federal Express, UPS, or any similar nationally-recognized express delivery service for overnight delivery to that party at that address.

If to LICENSEE: Taste and See Sessions
Paula Sessions
owner@tasteandseesessions.com

If to LICENSOR: City of Columbus
Recreation and Parks Department
Fran Ryan Center
Kyle Farnbauch
KAFarnbauch@columbus.gov

With a copy to:
Chief Real Estate Attorney
Real Estate Division
Department of Law
77 N. Front Street
Columbus, Ohio 43215

ARTICLE 16. ASSIGNMENT AND SUBLETTING

16.1 Except as permitted under Article 4 herein, Licensee shall not (i) rent the Licensed Premises, ii) sub-License the Licensed Premises, or assign, or otherwise transfer, this License or any interest hereunder; or (iii) permit the use of the Licensed Premises by any parties other than Licensee (or the principals thereof), and its employees. Any renting assignment or sub-License of the Licensed Premises 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

ARTICLE 17. SURRENDER OF PREMISES

17.1 Upon the termination of the License Term, or upon any termination of Licensee's right to possession of the Licensed Premises, Licensee will at once surrender possession of the Licensed Premises to Licensor in good condition and repair, ordinary wear and tear excepted. Upon such expiration or termination, Licensee shall, without expense to Licensor, remove or cause to be removed from the Licensed Premises all debris and rubbish, and such items of furniture, equipment, and other articles of personal property owned by Licensee, and such similar articles of any other persons claiming under Licensee, as Licensor may require to be removed, and Licensee shall repair at its own expense all damage to the Licensed Premises resulting from such removal. Licensee shall surrender to Licensor all keys to the Licensed Premises and make known to Licensor the combination of all combination locks which Licensee is required to leave on the Licensed Premises.

ARTICLE 18. RELATIONSHIP OF PARTIES

18.1 The Licensee shall be and shall remain an Independent Contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to

the Licensee or persons employed by the Licensee for work performed under the terms of this License and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be issued or promulgated under said respective laws.

18.2 Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture, by the parties hereto, it being understood and agreed that no provision contained herein or any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Licensor and Licensee.

ARTICLE 19. MECHANIC'S LIENS

19.1 Licensee shall not cause or permit any lien or encumbrance of any kind whatsoever, to attach to or be placed upon the Premises. Licensor shall have the right at all times to post and keep posted on the Premises any notice which it deems necessary for protection from such liens including without limitation the requirements under Sections 1311 et seq. of the Ohio Revised Code. Licensee further covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Licensee or the Premises. In case of any such lien or encumbrance attaching or notice of any lien or encumbrance, Licensee covenants and agrees to cause it to be immediately released and removed of record or post a bond in form and substance satisfactory to Licensor. Notwithstanding anything herein to the contrary, in the event that such lien is not bonded off, released and removed on or before the date occurring thirty (30) days after written notice of such lien is delivered by Licensor to Licensee, Licensor, at its sole option, may immediately take all action necessary to released and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, incurred by Licensor in connection with such lien shall be deemed additional rent under this License, and shall immediately be due and payable by Licensee.

ARTICLE 20. FORCE MAJEURE

20.2 In the event either Party shall be delayed or hindered in or prevented from the performance of any obligation required under this License Agreement by reason of strikes, lockouts, inability to procure labor or materials, failure of power, fire or other casualty, acts of God, restrictive governmental laws or regulations, riots, insurrection, war or other reason not within the reasonable control of the applicable Party, then the performance of such obligation shall be excused for a period of such delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 21. NO WAIVER

21.1 The failure of either Party to insist in any one or more cases upon the strict performance or observance of any of the covenants, agreements or conditions of this License 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 the applicable Party 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 unless such waiver be in writing. One or more waivers of any breach of any covenant, term or condition of this License Agreement by either Party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

ARTICLE 22. SEVERABILITY

22.1 If any term or provision of this License shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 23. LAW APPLICABLE

23.1 This License shall be construed and enforced in accordance with the laws of the State of Ohio and resolved in Franklin County, Ohio.

ARTICLE 24. AUTHORITY TO BIND

24.1 The signatories to this License Agreement represent that they have the authority to bind themselves and their respective organizations to the License.

ARTICLE 25. ENTIRE AGREEMENT

25.1 This License Agreement contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such agreement is in writing and signed by both parties hereto.

IV. Capital Agenda Items

1. Raymond Irrigation System Pond - Construction (3145-2026)

Property History/Background: This project is to install a new pond which will enable a new irrigation system that will service both Raymond Memorial and Wilson Road Golf Courses. Though the pond will be located on the Raymond Course adjacent to hole 13 tee boxes, this project will provide an upgrade to both golf courses. The Raymond Memorial Golf Course was originally established in 1954. With around 40,000 rounds annually, Raymond Memorial produces the highest number of rounds of all six of the golf courses operated by Columbus Recreation and Parks. Wilson Road Golf Course opened in 1971 and sees close to 30,000 guests annually as well, providing a great place for new golfers to enter the sport.

Over the past few years this irrigation system has continued to decline. The reduced capacity of the well systems for both golf courses is inadequate, so a pond is needed to provide sufficient water for overnight sprinkling before a new irrigation system can be installed in its entirety. This

pond will provide sufficient water to keep the playing surfaces at a high standard.

Emergency Justification: Emergency action is being requested to enable construction to take place during the winter 2026-2027 off season. A later start will move construction into the spring/summer 2027 golf season, significantly impacting course operations, and putting the course at risk of failure of the current irrigation system.

Benefits to the Public: This contract is necessary to provide acceptable golf playing surfaces to the public.

Community Input Issues: Community input was not directly provided since this is a necessary improvement to the course. However, staff that is responsible for the day to day operation of the Golf Course did provide input on how the repairs to the irrigation system could be performed to improve the general operation of the course for the community.

Area(s) Affected: West Scioto (37)

Master Plan Relation: This project supports the department's Master Plan by improving revenue producing amenities. Additionally, this project will help maximize the use of existing recreational facilities for enhanced programming and offerings.

2. Rhodes Park Lease Agreement (Development will draft legislation)

Property History/Background: This legislation authorizes the Recreation and Parks Director and the Director of Development to enter into a lease agreement with the State of Ohio, Department of Administrative Services, for use of approximately 50 acres of land, known at Rhodes Park, located at 1900 West Broad Street, Columbus, Ohio 43223. The lease agreement shall will be for a five year period, and with the approval of the Director of Ohio Department of Administrative Services, the City will be entitled to one successive renewal for a term of five years. During the initial term of the lease, the City will pay an annual consideration of $1.00.

Rhodes Park has been the subject of property of previous leases between the City and State, and has long been managed as a part of Columbus Recreation and Parks Department's portfolio. Rhodes Park serves as the current hub of Columbus Recreation and Parks youth soccer programming serving over 1,000 youth each spring and fall. It is the current location of the wheelchair softball program and is also home to many permitted community sports programs including rugby and soccer. Park Amenities currently at Rhodes Park, and installed by Columbus Recreation and Parks include an ADA softball pad and basketball court, multipurpose fields, an

open air shelter, parking lot and park drive. Rhodes Park previously housed a playground, which was removed due to end of lifecycle.

Legislation will be submitted to Council by the Department of Development.

Principal Parties:
State of Ohio
Department of Administrative Services, Office of Real Estate and Planning
on behalf of the Department of Behavioral Health
4200 Surface Road, Columbus, Ohio 43228-1395

Emergency Justification: N/A

Benefits to the Public: Rhodes Park is one of the largest existing park properties in the Greater Hilltop community. Executing an active lease will secure Rhodes Park as continued parkspace for the future, ensuring that youth soccer, CRPD sports programs, and other youth and adult permitted sports have a home into the future. Capital Improvements that have been identified by both the department and the community will be possible again with an active lease.

Community Input Issues: The community has long advocated for improvements to Rhodes Park. Capital bond funded improvements cannot be performed by the department without an active lease agreement.

Area(s) Affected: Greater Hilltop

Master Plan Relation: Aligns with the Playbook Columbus goal of Nurturing an Active and Healthy Community.

V. Community Centers Agenda Items

No legislation

VI. Operations and Maintenance Agenda

1. Log Truck Procurement (3146-2026)

Property History/Background: This ordinance authorizes the Director of Finance and Management to enter into contract with FYDA Freightliner Columbus, Inc., on behalf of the Recreation and Parks Department, for the purchase of two log trucks for the Forestry Section. The amount being authorized by this ordinance is $911,816.00.

The Purchasing Office has solicited formal bids for the purchase of two heavy-duty log trucks on behalf of Recreation and Parks, Forestry Section. The first RFQ033442 did not result in award due to lack of responsive proposals. The second RFQ033862 received three proposals and one alternate. The apparent low bidder, Ohio Machinery Co., provided an alternate that did not meet specification requirements. The next low bidder, FYDA Freightliner Columbus, Inc., provided a

proposal for an alternate that meets specification requirements. However, the proposal included a term that indicated that the quote was only valid for 15 days while formal bidding terms and conditions require bidders to hold firm, fixed pricing for 180 days after RFQ expiration. In fact, all three vendors included these non-responsive terms. CRPD staff, with support and approval from the Purchasing Office, have requested a waiver of formal bidding requirements to award to FYDA Freightliner Columbus, Inc.

As a result of these delays in the formal procurement of new log trucks, it is necessary to waive competitive bidding provisions of City Code 329 in order to enter into contract with FYDA Freightliner Columbus, Inc. for the immediate purchase of two log trucks. The Forestry section has an immediate need to purchase these log trucks because the increasing number of large work vehicles that are out-of-commission from breakdowns and unscheduled maintenance is preventing staff from performing necessary work. The City Purchasing Office and the Division of Fleet Management have acknowledged delays in delivery of new equipment and parts necessary to complete repairs on existing equipment. These trucks will be ordered immediately upon the approval of this ordinance and resulting purchase order. The existing log trucks that these new trucks will replace are 14 years old and will be retired from our fleet as soon as we are able to get new log trucks in service.

Vendor Bid/Proposal Submissions (ODI designation status):

The Purchasing Office received formal bid proposals from three vendors for the purchase of two new log trucks that will meet the immediate needs of the Forestry Section. The City Forester has recommended the purchase of two log trucks that meet specification requirements as detailed in RFQ033730. FYDA Freightliner Columbus, Inc. is the best bidder that offered a proposal that meets specification requirements.

Principal Parties:
FYDA Freightliner Columbus, Inc.
Jonah Schneider
2700 NE Plain City-Georgesville Road
West Jefferson, Ohio 43162
Phone (614) 851-0002
Vendor Account 004301 contract compliance expires 6/13/2027

Emergency Justification: Emergency action is requested in order to have equipment delivered and available as soon as possible in order to allow the Forestry Section to perform necessary work, including hazardous tree removals and pruning for the safety of Columbus residents. The availability of log trucks needed to keep the Forestry Section operating has been greatly impacted by delays in the delivery of new equipment and parts necessary to complete repairs on existing equipment caused by the global supply chain issues.

Benefits to the Public: Parkland and street trees maintained by the Forestry Section enhance the quality of life of our citizens. The equipment will allow for the continued upkeep of city

parkland and trees, including hazardous tree removals and pruning for the safety of Columbus residents

Community Input/Issues: The community has expressed a desire for safe and well-maintained city parkland and street trees.

Area(s) Affected: Citywide (99)

Master Plan Relation: This purchase will support the mission of the Recreation and Parks Master Plan by helping to ensure that trees and parks remain safe and well maintained.

VII. Recreation Services Agenda Items

1. Champions Tennis Club Agreement (For Commission Approval Only)

This License Agreement is made and entered into effective December 1st, 2026, by and between the **CITY OF COLUMBUS, OHIO**, a municipal corporation, through its **RECREATION AND PARKS DEPARTMENT (CRPD)** ("Licensor"), and Champions Tennis Club, ("Licensee"), having an office located at 3900 Westerville Oh. Columbus Oh. 43224, (collectively, "Parties"). This agreement supersedes all previous agreements between The City of Columbus and Champions Tennis Club.

WITNESSETH

WHEREAS, Licensor is the owner of a certain improved property located at 3900 Westerville Rd, Columbus Oh. 43224, which is commonly referred to as Champions Golf Course; and

WHEREAS, Licensee desires to utilize a portion of Champions Golf Course, which is described and depicted in the attached Exhibit A and fully incorporated herein (the "Licensed Premises") for Licensee's Champions Tennis Club; and

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Licensor and the Licensee do agree as follows:

ARTICLE 2. REAL PROPERTY AND LICENSED PREMISES

Upon and subject to the terms, conditions, covenants, and agreements set forth in this License, Licensor, does hereby license to Licensee and Licensee does hereby rent from Licensor the "Licensed Premises," for a term commencing December 1st, 2026 , and ending on November 30th, 2027.

ARTICLE 2. TERM

This agreement is applicable, for an initial term of one (1) year commencing on December 1st, 2026 , the "License Commencement Date" and ending at midnight on November 30, 2026, the "License Expiration Date", unless otherwise terminated as herein provided. Future full one year license agreements will commence December 1, 2027, with Columbus Recreation and Parks Commission approval required yearly. This agreement shall automatically renew on December 1

yearly for additional one-year periods and after the approval by CRPD commission and confirmed compliance with all requirements that are noted within articles 13 and 14 within this agreement. Each subsequent term will require a yearly agreement to be signed by both parties with current documentation submitted with each agreement.

ARTICLE 3. RENT

In consideration of Licensee maintaining the premises as defined on Exhibit A, Licensee is required to pay, by cash or check, rent in the amount of ($1.00) to the Licensor, payable to Columbus City Treasurer ("Rent"). The Licensee is required to pay the rent by the first day of each License year. Invoices will be sent on or near October 1st of each License year.

In addition, allowing Licensor to use the facility for CRPD Programming in conjunction with, but not conflict with Club Activities. Licensor agrees to communicate with Licensee regarding requests for court use for CRPD public programming.

ARTICLE 4. USE AND CONTROL

The Licensed Premises shall be used by Licensee solely for Licensee's tennis club ("Permitted Use"). Notwithstanding the forgoing, Licensee, at Licensee's sole discretion, may permit the Premises to be used by tennis club members (collectively "Permitted User") for scheduled use of clay tennis courts. If Licensee does allow the use by the Permitted User, Licensee shall be responsible for scheduling the use of the Premises. All terms and conditions of this License, including but not limited to the Insurance and Indemnification provisions, shall apply to any use by a Permitted User and Licensee shall be solely responsible for any use by a Permitted User.

4.1 Permitted Use-Champions Tennis Club

4.2 Permitted Use-CRPD Tennis Programming

4.2.1 Licensee is permitted to use, operate, manage, and maintain the Facility for public tennis recreation programs and educational activities (collectively, "PROGRAM"). Specifically, Licensee is required to abide by the following specific items governing Licensee's operation of the Program:

1) Annually submit evidence to Licensor evidencing Licensee's nonprofit status;
2) Submit a written report of the Program's intended hours of operation at the Facility to Licensor for yearly review and approval;
3) Submit a written report of the Program's fees and charges to Licensor for yearly review;
4) Contract with any person(s) or business(es) for operational support as needed, as consistent with the terms and conditions of this Agreement;
5) Manage the Program's daily operations, record keeping, and events;
6) Licensee shall submit all financial statements including income, expenses and tax filings to the City yearly.

4.2.2. Licensee's Program is required to comply with all industry standard safety practices. Licensee is required to exercise reasonable caution in its use, operation, maintenance,

and management of the Program at the Facility.

4.2.3 Licensee is permitted non-exclusive rights of ingress and egress access via all public areas near or adjacent to the Facility for the benefit of Licensee's employees, agents, guests, participants, and spectators. Licensee's employees, agents, guests, and patrons are prohibited from parking in any non-designated parking areas (i.e. grassy or exposed soil areas) of the Facility. Licensee is required to coordinate all parking for all of Licensee's employees, agents, guests, participants, and spectators in the Facility's designated parking areas. Licensee is required to notify and ensure that all of Licensee's employees, agents, guests, participants, and spectators comply with the parking restrictions of this Agreement.

4.2.4 CHAMPIONS GOLF COURSE. Licensee is strictly prohibited from occupying any real property or any other improvements at the Champions Golf Course located outside of the Facility for the Program's operation. Licensee is strictly prohibited from committing any acts at the Facility that disturbs the quiet enjoyment of the Champions Golf Course's visitors or occupants.

4.2.5 SECULAR USE. Licensee is strictly prohibited from using the Facility or the Golf Course for any sectarian instruction or religious worship.

4.2.6 LICENSEE'S PROPERTY. All trade fixtures, furnishings, equipment and other personal property placed or maintained at the Facility by Licensee are at Licensee's sole risk. Furthermore, Licensor is not liable for any loss or damage to Licensee's property.

4.2.7 Licensee is prohibited from storing any broken or non-functioning equipment at the Facility. If Licensee stores any unpermitted items at the Facility, Licensor reserves the right to assess Licensee a reasonable fee, which Licensee is required to reimburse Licensor for the removal of those unpermitted items.

4.2.8 Licensee is required to install, maintain, and remove all of its temporary equipment supporting its use and operation of the Program at the Facility in a safe manner and in compliance with all of Licensor's permitting requirements. Any temporary or permanent improvements existing or to be constructed at the Facility by Licensee are subject to Licensor's written direction and approval, which approval may be granted or withheld at Licensor's sole discretion.

4.2.9 ALCOHOL & DRUGS. Licensee is strictly prohibited from permitting, manufacturing, selling, or storing any intoxicating liquor, beer, narcotics, or any other illegal substance in, on, upon, or around the Facility.

4.2.10 SIGNS & ADVERTISEMENT. Licensee is prohibited from placing, erecting, maintaining, or permitting any signs, decorations, lettering, advertisements, or other related items at the Facility without Licensor's prior, written consent, which consent may be granted or withheld at Licensor's sole discretion. Licensee, at its sole cost and expense, shall maintain any sign, decoration, lettering or advertising matter in good condition and repair at all times. Any new, permanent sign installed by Licensee shall include Licensor's logo at the top of the sign. As a

condition of Licensor's approval, Licensee must meet all provisions of the Columbus Graphics Code, Title 33, of the Columbus City Charter and City of Columbus Code Chapters 3116, 3359 and 3381.

4.2.11 UNLAWFUL ACTS. Licensees are strictly prohibited from committing any unlawful acts or using the Facility for any unlawful purposes, which in Licensor's sole judgment will create nuisance, liability, or injure the reputation of the Facility or Golf-Course.

4.2.12 LICENSEE'S BUSINESS & NON-PROFIT INTENT. Pursuant to Columbus City Code, Section 919.07, Licensee fully understands and agrees this Agreement does not act as a waiver or permission by the City of Columbus, Ohio, for Licensee to engage in any commercial activities at the Facility. Furthermore, Licensee represents and warrants that it is operating the Program for the public's benefit and not for pecuniary gain.

ARTICLE 5. ENVIRONMENTAL

5.1 Licensee shall not handle, store, manufacture, or discharge any hazardous materials in or about the Licensed Premises. For purposes of this License "Hazardous Materials" shall include, but shall not be limited to, any hazardous materials, hazardous substances, toxic substances or solid wastes, including, but not limited to asbestos (friable or non-friable), petroleum derivatives, polychlorinated biphenyls, flammable explosives, radioactive materials or other substances or materials defined as hazardous materials under any federal, state or local law. Licensee covenants that neither Licensee nor its agents or employees acting within their scope of employment or agency will use, treat, store, possess or release any Hazardous Materials in or about the Licensed Premises, in violation of any present or future federal, state or local laws, ordinances, rules, and regulations.

5.2 If at any time during the term of this License it is determined that there are any Hazardous Materials located in, on, under, around or above the Licensed Premises or introduced to the Licensed Premises by Licensee or any of its agents or employees that are required to be abated, removed or otherwise remediated by any federal, state or local environmental law, statute, ordinance or regulation, court or administrative order or decree or private agreement ("Environmental Requirements") requiring special handling of Hazardous Materials in their use, handling, collection, storage, treatment or disposal, Licensee, as appropriate, shall commence remediation with diligence within thirty (30) days after receipt of notice of the presence of the Hazardous Materials requiring remediation, and shall continue to diligently take all appropriate action, at Licensee's sole expense, to comply with all such Environmental Requirements. Failure of Licensee to comply with all Environmental Requirements shall constitute a default under this License. Licensee's obligations under this Article shall survive the expiration or termination of this License

ARTICLE 6. NONDISCRIMINATION

The Licensee will operate the "Licensed Premises" in compliance with all requirements imposed by or pursuant to regulations of Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 252) and Executive Order 11246. The Licensee will not deny, on the basis of race, color, religion,

sex or national origin, to any person the use, benefits or services provided by the "Licensed Premises".

ARTICLE 7. OPERATION AND MAINTENANCE

7.1 Licensee, at Licensee's sole cost and expense, will comply with all laws, ordinances, codes, and regulations applicable thereto in the occupancy, maintenance and operation of the Licensed Premises. Licensee shall not permit, commit or suffer waste or impairment of the Licensed Premises, its site, or any part thereof.

7.2 Licensee is responsible for all grass cutting and general landscaping at the Facility. Licensee is strictly prohibited from grass cutting or generally landscaping any portions of the adjacent Golf-Course. Licensee is also strictly prohibited from cutting, trimming, removing, or generally disturbing any trees at the Facility without obtaining Licensor's prior, written consent, which consent may be granted or withheld at Licensor's sole discretion. Maintenance and use and definition of each space to be included in Exhibit A.

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7.3 Champions Tennis Club shall be responsible for all utilities to and for use of the tennis facility apart from electricity and water provided by the City. These utilities and expectations to be detailed as needed in Exhibit A.

7.4 Licensee is precluded from using the Licensed Premises for any purpose other than for the Permitted Use. Licensee further agrees that it shall promptly comply during the term of this License Agreement, at its own expense, with all present and future legislative, judicial and administrative statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, decisions, rules, resolutions restrictions, regulations and requirements (collectively, "Laws") of all federal, state, county, municipal and other governmental and quasi-governmental authorities and all courts, departments, commissions, boards, bureaus, agencies, authorities, offices, officials and officers thereof as they pertain to the Licensed Premises. Licensee shall also procure and maintain in full force and effect, at its sole expense, all permits, licenses, certifications, approvals and other authorizations necessary for the lawful use occupancy and/or operation of the Licensed Premises. Licensee further agrees to observe and comply with all rules and regulations as may be adopted by Licensor concerning the use of the Licensed Premises.

7.5 Licensee shall provide, at Licensee's sole cost, all custodial services for the premises.

7.6 Licensee shall take every reasonable attempt to secure the property when not in use. Licensee should ensure proper security measures are in place, such as locking buildings, gates and other real property on site.

7.7 Licensee shall bear the cost of any lock changes or additions. Should Licensee make any changes to the locks, Licensee shall provide a set of keys to those locks to the Licensor. All keys shall be returned to Licensor at the expiration or earlier termination of the License.

ARTICLE 8. ENCUMBRANCES, TAXES AND ASSESSMENTS

The Licensee will not voluntarily create, cause, or allow to be created any debt, lien, mortgage, charge, or encumbrance against the Licensed Premises. Licensee acknowledges that the City's real property is currently exempt from real estate taxes. If, as a result of this License Agreement, the real property becomes subject to real estate taxes and other assessments, Licensee

shall be responsible for full payment, when due, to the appropriate authorities of all personal property taxes, real estate taxes, assessments, fees, or other charges levied against the real property on which the Licensed Premises is located.

ARTICLE 9. ALTERATIONS AND IMPROVEMENTS

9.1 Licensee shall not make any alterations, additions, or improvements to the Licensed Premises without the **prior written consent of the Director of Columbus Recreation and Parks** of the Licensor, which may be withheld at Licensor's sole and absolute discretion. Licensee shall present plans for alterations, additions, or improvements to the Licensed Premises to Licensor. The Licensor shall have thirty (30) days after it receives Licensee's plans for the proposed alterations, additions, or improvements to review and to approve same. Any alterations, additions, or improvements shall be completed within a reasonable period of time and in a sound and workmanlike manner in accordance with all applicable building and safety codes. At such time as Licensee vacates the Licensed Premises, all improvements shall become the property of Licensor.

9.2 Licensee agrees that prevailing wage rates will be paid for any new construction or improvements/maintenance pursuant to Columbus City Code Chapter 329, and in accordance with O.R.C. Chapter 4115 and the limits, guidelines, and regulations set forth by the Director, Department of Commerce, State of Ohio.

ARTICLE 10. INDEMNIFICATION AND WAIVER

10.1 Licensor, its, officials, agents, servants, employees, and independent contractors (collectively, the "Licensor Parties") shall not be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Licensee or by other persons claiming through Licensee, unless such damage is the direct result of the negligence or willful misconduct of Licensor or any of the Licensor Parties. Licensee shall indemnify, defend, protect, and hold harmless the Licensor Parties from any and all loss, cost, damage, expense, and liability (including without limitation court costs and reasonable attorneys' fees) directly resulting from the Licensee's negligence or willful misconduct, pursuant to this Agreement. Further, Licensee's agreement to indemnify Licensor pursuant to this Section is not intended and shall not relieve any insurance carrier of its obligations under policies required to be carried by Licensee pursuant to the provision of this License, to the extent such policies cover the matters subject to Licensee's indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this License. The provisions of this Section shall survive the expiration or termination of this License with respect to any claims or liability occurring prior to such expiration or termination.

ARTICLE 11. INSURANCE

11.1 During the term of this License, Licensee, at Licensee's sole cost and expense, shall carry and maintain commercial general liability (CGL) and excess liability/umbrella insurance, in the broadest form available in Ohio, insuring against liability for personal injury, bodily injury to or death of persons and loss or damage to the property occurring in, on and about the Licensed Premises, with coverage limits of at least One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate. Licensee's CGL and

excess liability/umbrella policies shall carry an endorsement naming Licensor as an additional insured on such insurance policy.

11.2 The minimum limits of policies of insurance required of Licensee under this License shall in no event limit the liability of Licensee under this License. CGL and excess liability/umbrella insurance shall carry an endorsement (i) naming the City of Columbus as an additional insured so long as this License, any renewal, or holdover, is in effect; (ii) specifically cover the liability assumed by Licensee under this License, including but not limited to, Licensee 's obligations under this Article; (iii) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Licensor and licensed to do business in the State of Ohio; and (iv) provide that such insurance shall not be canceled or coverage changed unless 30 days prior written notice of such cancellation or change is given to Licensor. To the fullest extent permitted by applicable law, all insurance policies the Licensee furnishes in compliance with this License shall include a waiver of subrogation in favor of the Additional Insureds by endorsement or by policy language. Licensee waives all rights as against the Additional Insureds to the extent that the damages are covered by the insurance furnished in compliance with this Article. The Licensor, upon timely notice to Licensee, reserves the right to require an increase in the above limits of insurance in this Article to reflect levels of coverage as generally recognized as necessary and as recommended by the City's insurance broker.

11.3 Workers' Compensation Coverage. Licensee shall also carry at all times such Workers' Compensation insurance as to comply with the laws and regulations of the state in which the Premises is located and shall provide Licensor with a Certificate evidencing coverage currently in force. Licensee acknowledges that any and all injuries or claimed injuries to Licensee's employees shall be regarded as a Workers' Compensation matter, to be adjusted through the workers' compensation system, and in the event any such employee shall claim that his or her injury is of a nature allowing pursuit of a claim in addition to or in lieu of a workers' compensation claim, such matter shall be handled by Licensee solely as an employer/employee matter, without the involvement of Licensor and Licensee shall indemnify, defend and hold Licensor harmless from any and all such claims.

11.4 Proof of Insurance. At least fourteen days prior to the Commencement Date Licensee shall deliver to Licensor Acord Certificates evidencing that the required insurance is in force along with a copy of the CGL policy declaration and endorsement pages, copies of the Waiver of Subrogation, Primary & Non-Contributory, and Additional Insured endorsements or other documentation as requested by Licensor, showing the Licensee is carrying the above described insurance, in at least the above specified minimum amounts.

11.5 Licensee shall advise Licensor promptly after obtaining notice thereof, in writing, of: (i) any incident that might give rise to a claim; (ii) the service of any summons, complaint, notices, letters, or other communications alleging any claim against the Licensor Parties; and (iii) the service upon Licensee, or Licensee Parties, of any summons, complaint, notices, letters, or other communications alleging any claim with respect to the Licensed Premises or Licensee's

operations. Licensor does not represent that required insurance coverage or limits as identified in this Article are adequate to protect the Licensee.

ARTICLE 12. DESTRUCTION OR DAMAGE; EMINENT DOMAIN

If the Licensed Premises is destroyed or damaged by fire or other casualty so as to render it unusable or if the Licensed Premises is taken under the threat of or by the exercise of eminent domain, the Licensor shall have the right to all insurance funds and/or just compensation payable for the land, structures, and improvements thereto.

ARTICLE 13. DEFAULT

13.1 If the Licensee fails to perform or violates any term, covenant, or obligation required to be performed by Licensee under this License for any reason and such violation shall not be cured or remedied within thirty (30) calendar days after written notice thereof by the Licensor, the said failure to perform or violation will constitute a default under this License provided however, that: (i) if the term, condition, covenant or obligation to be performed by Licensee is of such nature that the same cannot reasonably be performed within such thirty (30) day period, such matter shall not constitute a default so long as Licensee commences such performance within said thirty day period and thereafter diligently and continuously undertakes to complete the same; and (ii) if the default is based on non-compliance with any governmental order, and the order sets forth a time for compliance, the cure period shall be the longer of thirty (30) calendar days or the time set forth in the governmental order.

13.2 In the event of default, that remains uncured, Licensor, at its sole option, may deem this License terminated immediately upon expiration of the thirty calendar (30) day time period that Licensee has to cure or remedy such default. Such right of termination shall be in addition to Licensor's other remedies and rights.

13.3 Upon the occurrence of the default and each and every subsequent default, the Licensor shall have the right to institute any proceeding, action, or suit, in equity or at law, as it deems appropriate, in addition to terminating this License.

ARTICLE 14. TERMINATION

If either the city or the Licensee violates any material terms or conditions of this contract or fails to fulfill in a timely and proper manner its obligations under this contract, then the aggrieved party shall give the other party written notice of such violation. The party responsible will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

ARTICLE 15. NOTICES

All notices and other communications required or desired to be given to either party under this License shall be in writing to the parties as addressed below and shall be deemed given when delivered personally, or three business days after having been mailed by certified mail (return receipt requested) to that party at the address for that party (or at such other address for such party as shall have been specified in a written notice to the other party), or one day after having been

delivered to Federal Express, UPS, or any similar nationally-recognized express delivery service for overnight delivery to that party at that address

Champions Tennis Club
3900 Westerville Rd.
Columbus, OH 43224
If to LICENSEE: _Steve Ballman_614-604-2753_____

If to LICENSOR: City of Columbus
Recreation and Parks Department
Attn: Director, Bernita Reese
1111 E. Broad Street
Columbus, Ohio 43215
Department Contact: Kasey Kaschak: kjkaschak@columbus.gov

ARTICLE 16. ASSIGNMENT AND SUBLETTING

Accept as permitted under Article 4 herein, Licensee shall not (i) rent the Licensed Premises, ii) sub-License the Licensed Premises, or assign, or otherwise transfer, this License or any interest hereunder. Any renting assignment or sub-License of the Licensed Premises not noted under Article 4 and 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

ARTICLE 17. SURRENDER OF PREMISES

Upon the termination of the License Term, or upon any termination of Licensee's right to possession of the Licensed Premises, Licensee will at once surrender possession of the Licensed Premises to Licensor in good condition and repair, ordinary wear and tear excepted. Upon such expiration or termination, Licensee shall, without expense to Licensor, remove or cause to be removed from the Licensed Premises all debris and rubbish, and such items of furniture, equipment, and other articles of personal property owned by Licensee, and such similar articles of any other persons claiming under Licensee, as Licensor may require to be removed, and Licensee shall repair at its own expense all damage to the Licensed Premises resulting from such removal. Licensee shall surrender to Licensor all keys to the Licensed Premises and make known to Licensor the combination of all combination locks which Licensee is required to leave on the Licensed Premises.

ARTICLE 18. RELATIONSHIP OF PARTIES

The Licensee shall be and shall remain an Independent Contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Licensee or persons employed by the Licensee for work performed under the terms of this Licensee and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be issued or promulgated under said respective

laws.

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture, by the parties hereto, it being understood and agreed that no provision contained herein or any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Licensor and Licensee.

ARTICLE 19. MECHANIC'S LIENS

Licensee shall not cause or permit any lien or encumbrance of any kind whatsoever, to attach to or be placed upon the Premises. Licensor shall have the right at all times to post and keep posted on the Premises any notice which it deems necessary for protection from such liens including without limitation the requirements under Sections 1311 et seq. of the Ohio Revised Code. Licensee further covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Licensee or the Premises. In case of any such lien or encumbrance attaching or notice of any lien or encumbrance, Licensee covenants and agrees to cause it to be immediately released and removed of record or post a bond in form and substance satisfactory to Licensor. Notwithstanding anything herein to the contrary, in the event that such lien is not bonded off, released and removed on or before the date occurring thirty (30) days after written notice of such lien is delivered by Licensor to Licensee, Licensor, at its sole option, may immediately take all action necessary to released and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, incurred by Licensor in connection with such lien shall be deemed additional rent under this License, and shall immediately be due and payable by Licensee.

ARTICLE 20. FORCE MAJEURE

In the event either Party shall be delayed or hindered in or prevented from the performance of any obligation required under this License Agreement by reason of strikes, lockouts, inability to procure labor or materials, failure of power, fire or other casualty, acts of God, restrictive governmental laws or regulations, riots, insurrection, war or other reason not within the reasonable control of the applicable Party, then the performance of such obligation shall be excused for a period of such delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 21. NO WAIVER

The failure of either Party to insist in any one or more cases upon the strict performance or observance of any of the covenants, agreements or conditions of this License 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 the applicable Party 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 unless such waiver be in writing. One or more waivers of any breach of any covenant, term or condition of this License

Agreement by either Party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

ARTICLE 22. SEVERABILITY

If any term or provision of this agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this agreement shall not be affected thereby, but each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 23. LAW APPLICABLE

This License shall be construed and enforced in accordance with the laws of the State of Ohio and resolved in Franklin County, Ohio.

ARTICLE 24. AUTHORITY TO BIND

The signatories to this agreement represent that they have the authority to bind themselves and their respective organizations to the License.

This License shall be construed and enforced in accordance with the laws of the State of Ohio and resolved in Franklin County, Ohio.

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The signatories to this agreement represent that they have the authority to bind themselves and their respective organizations to the License.

ARTICLE 25. ENTIRE AGREEMENT

This License Agreement contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such agreement is in writing and signed by both parties hereto.

VIII. Youth Development Agenda Items

No legislation