

**LEASE AGREEMENT  
AT MICHAEL SOLOMON PAVILION**

**THIS LEASE AGREEMENT AT MICHAEL SOLOMON PAVILION** ("Lease") is made and entered into this 13 day of Sept, 2017, between the **City of Dayton, Ohio** ("Lessor"), a municipal corporation in and of the State of Ohio, and the **Miami Valley Dance Council, Inc.**, an Ohio non-profit corporation ("Lessee").

**WITNESSETH THAT:**

**WHEREAS**, Lessor owns the real property, known and referred to as the Michael Solomon Pavilion, located at 2917 Berkley Avenue, Dayton, Ohio 45409 ("Premises"); and

**WHEREAS**, Lessor is interested in providing a variety of recreation opportunities based on the needs and interest of the community; and

**WHEREAS**, Lessee desires to lease the Premises in carrying out social, folk, square and other dancing activities; and

**WHEREAS**, the Michael Solomon Pavilion has been designated for dancing activities since its dedication on November 29, 1964; and

**WHEREAS**, Lessor deems it advantageous to itself and in the best interest of the public to lease the Premises to Lessee.

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained and the mutual benefits to be derived, **IT IS AGREED AS FOLLOWS:**

**ARTICLE I - REPRESENTATIONS**

Lessor leases to Lessee the building known as the Michael Solomon Pavilion located at 2917 Berkley Avenue, Dayton Ohio 45409 ("Premises"). By execution hereof, Lessee acknowledges that Lessor has made no representation or warranty as to the Premises, including its fitness or suitability for the intended use(s).

**ARTICLE II - CONDITIONS**

- A. Lessee shall have the right to use all improvements, fixtures and other tangible personal property located and/or situated upon the Premises (hereinafter collectively referred to as the "Personalty"). However, the City makes no representation or warranty as to such Personalty, its fitness for a particular purpose or merchantability or condition. By execution hereof, Lessee represents that it has inspected the Premises and the Personalty, and accepts same on an "as-is" basis.

- B. Lessee is responsible for all annual and routine maintenance, improvements and any and all other costs of doing business.
- C. Lessee shall submit definitive plans for improvements of leased premises and proof of having financial ability to support the improvements to Lessor prior to proceeding with any improvements on an annual basis.
- D. Lessee, at its sole cost and expense, may make improvements and changes to the Premises that are necessary for its operation. Any additions, alterations, demolition or changes to the Premises and improvements of a material, substantial or structural nature, are not permitted without the Golf Division Manager's prior written consent prior to beginning work. Golf Division Manager has 30 calendar days from date of improvement plan submission to approve or disapprove the planned improvement for plans under \$10,000.00. All fixed improvements to the Premises and all fixtures shall become the property of the City upon expiration or termination of this Agreement per Article XIII.

### **ARTICLE III - USE OF PREMISES**

- A. Lessee shall not do or permit anything to be done on or about the Premises that will in any way conflict with any applicable law, ordinance, rule or regulation issued by any competent governmental authority. Further, Lessee shall not use or permit others to use the Premises for any improper, immoral or unlawful purpose or for lodging.
- B. Lessee shall have the sole and exclusive right to use and occupy the Premises to operate as a dance space and to use said Premises for such other purposes as approved in writing by the Director.
- C. Lessee shall actively use the Premises for the uses and purposes permitted hereunder, and shall not, at any time, cease operating the Premises or providing the work and services required hereunder without the prior written consent of the City.
- D. Lessee shall maintain the Premises in a neat, clean, and presentable condition at all times.
- E. Lessee shall not erect, install, or maintain on the Premises or the Golf Course or the exterior of any improvement at the Golf Course, any permanent billboards or advertising signs, except those which are approved in advance by the Golf Division Manager. Notwithstanding, Lessee is permitted to maintain on the Premises identifying signage, with the size and type of sign(s) subject to the Golf Division Manager's advance approval.

### **ARTICLE IV - RIGHTS AND OBLIGATIONS OF LESSEE**

- A. Lessee shall, at its sole cost and expense, procure from all authorities having jurisdiction over the operations of the Lessee at and from the Premises, all licenses, certificates, permits or other authorizations, which may be lawfully required for the conduct of its operations.

- B. Lessee shall conduct its business operations in a fair and businesslike manner so that it will be a credit to the City and to the Golf Course.
- C. Lessee and its employees, agents, and servants, shall enforce, comply with, and obey such rules and regulations for the operation and use of the Golf Course, as may from time to time be promulgated by City, and shall obey all federal, state, and local laws, including all ordinances of the City of Dayton.
- D. Lessee is solely responsible for making any and all physical improvement to the premises.
- E. Lessee shall repair or pay for all damage to City and its property, caused by the intentional, wrongful and/or negligent acts or omissions of Lessee, its agents, servants, employees and Lessees, arising out of the use or occupancy of the Premises or in the exercise of any right or obligation granted herein.
- F. Lessee shall pay when due all federal, state and local taxes or assessments that may be levied against its personal, real and/or leasehold property situated at the Golf Course; provided, however, that Lessee shall have the right to protest or contest by legal proceeding or in such other manner as it may deem suitable, the validity or amount of any imposition which it is obligated to pay.
- G. Lessee is responsible for complying with all federal, state, and local employment and labor laws, codes, directives, orders and rules and regulations. Notwithstanding termination or expiration of this Agreement, Lessee shall remain responsible for timely completion and filing of tax documentation and for furnishing all employees, agents and Lessees with all tax information and/or documentation (i.e., W-2 or 1099 forms), as required by law.
- H. Lessee is responsible for hand shoveling and deicing of all entrances of the Premises.
- I. Lessee is responsible for trimming the shrubberies around the Premises.

#### **ARTICLE V – RIGHTS AND OBLIGATIONS OF THE LESSOR**

- A. City warrants to Lessee quiet enjoyment of the rights and privileges granted hereunder during the term of this Agreement, upon Lessee's full and faithful performance of all terms, obligations, promises and covenants contained herein.
- B. The Director and other City designees and representatives shall have, at any and all times, the full and unrestricted right to enter the Premises for the purposes of inspecting the Premises and of doing any and all things which the City is obligated or authorized to do as set forth herein or which may be deemed necessary for the proper general conduct and operation of the Golf Course in the exercise of the City's police power.
- C. The Division of Golf retains the right to monitor event schedule and reserves the right to schedule events at Miami Valley Dance Council member's rates, unless otherwise agreed upon in writing on available dates and times. The Division of Golf will be responsible for returning the facility to the condition in which it was found (cleaning, tearing down tables/chairs. Etc).

- D. The Division of Golf will provide all mowing around Premises.
- E. The Division of Golf will provide parking lot snow removal between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday. The Lessee will be responsible for providing snow removal outside of these hours.

#### **ARTICLE VI – TERM**

- A. This Agreement shall commence upon Commission approval, and it shall expire on December 31, 2026 unless terminated earlier in accordance with Article XIII.
- B. Option Period: Upon mutual agreement, this Lease may be renewed for up to three (3) consecutive ten (10) year periods. No renewal of this Lease shall be effective unless it is reduced to writing and approved by a duly authorized representative of Lessor and Lessee, and if required, approved by the Commission of the City of Dayton.
- C. Holding Over: In the event Lessee holds over and remains in possession of the Premises, and the rights granted herein, after expiration of this Lease and any exercised Option Period, or without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a month-to-month tenancy, and the monthly rental shall increase to 120% of the lease rate in effect immediately prior to the time of the holdover. A month-to-month holdover tenancy may be terminated at any time by Lessor or Lessee.

#### **ARTICLE VII - RENT**

- A. During the term of this Lease, Lessee shall pay to Lessor an annual rent of six thousand dollars (\$6,000.00). The rental amount includes electric, gas, water and sewer utility services. Rent is due December 31st of each year, without notice.
- B. An increase in rent of 10% over previous term's rental amount shall be assessed upon each renewal period.
- C. Rent may be waived in the event that the Lessee provides written proof (paid receipts and a description of improvements) to ensure that investments were made to the Premises in the amount equal to or greater than the annual rent obligation. For this purpose, investments are considered any improvements above annual or routine maintenance cost.
- D. If the Lessee makes investments less than the annual rent obligation; the Lessee shall be responsible to pay the difference to meet the annual rent obligation.
- E. If the Lessee makes investments greater than the annual rent amount; the amount greater will carry over to the next year's or multiple year's annual rent obligation as applicable.

## **ARTICLE VIII - NON-DISCRIMINATION**

Lessee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Lease as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Lease at its option.

## **ARTICLE IX - INDEMNIFICATION**

- A. Lessee shall defend, indemnify, save and hold harmless Lessor, its elected officials, officers, agents and employees, from and against any and all claims and actions, and all expenses incidental to the investigation and defense thereof, based upon or arising out of any accident or damages suffered by third persons and arising from, or in any way connected with, the use or occupancy of the Premises, and/or any condition of the Premises, fixtures, structures, equipment or other improvements thereon, and/or Lessee's exercise of any right granted herein, and/or Lessee's performance for breach or default in the performance of any obligation to be performed pursuant to this Lease, and/or any intentional, wrongful or negligent act or omission of Lessee, its agents, contractors and/or employees.

It is agreed that, to the extent permitted by law, no agreement or covenant by Lessee under this Subsection A shall include liability or damages for injury to persons or damage to property caused by or resulting from the sole negligence of Lessor, its agents or employees.

- B. Lessee shall defend, indemnify, save and hold harmless Lessor, its elected officials, officers, agents and employees, from and against any mechanics or other lien or order for the payment of money filed against the Premises, Lessor or any property of Lessor, arising out of any act or omission of Lessee or anyone claiming through or under Lessee. Lessee shall, at Lessee's expense, cause the same to be cancelled or discharged of record and shall save and hold harmless Lessor from and against any and all costs, expenses, claims, losses or damages including reasonable attorney's fees resulting therefrom or by reason thereof.
- C. Lessor shall not be liable to Lessee or its agents, representatives, contractors or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Lessee's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities on the Premises, or caused by any third person using the Premises.

- D. The rights and obligations of Lessee under this Article IV shall survive the termination or expiration date of this Lease and shall not be affected in any way by the amount of or the absence in any case of covering insurance, or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Premises or any part thereof.
- E. The Lessor's elected officials, officers, agents and employees, shall, to the extent permitted by law, have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease or the Premises in the event of a breach or default by Lessor of any of its obligations.
- F. Notwithstanding any other provision of this Lease to the contrary, to the extent permitted by law, Lessee waives any and every claim for recovery from the Lessor for any and all loss or damage to the Premises or to the contents thereof, which loss or damage is covered by valid and collectable physical damage insurance policies maintained by Lessee or which would have been recoverable if the insurance required hereunder had been maintained by Lessee, to the extent that such loss or damage is recoverable, or would have been recoverable, as applicable, under said insurance policies. As this waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Lessee agrees to give each insurance company which has issued, or in the future may issue, its policies of physical damage insurance, written notice of the terms of this waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of said waiver. Lessee shall require any subtenant to include similar waivers of subrogation in favor of the Lessor.

#### **ARTICLE X- INSURANCE**

- A. Lessee, at its sole cost and expense, shall procure and maintain, or cause to be maintained, at all times during the term of this Lease, beginning on the Commencement Date, unless otherwise specified herein, the following insurance, with insurance companies authorized to do business in the State of Ohio and having at least an "A" rating from A. M. Best, or any successor thereto, and covering all operations under this Lease, whether performed by Lessee or by its contractors:

Commercial Liability Insurance (Primary and Umbrella):

Commercial Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage extensions shall include the following: All Premises and operations, completed operations, explosion, collapse, underground, independent contractors, broad form property damage, separation of insured and contractual liability (with no limitation endorsement). The Lessor shall be named as additional insureds, on a primary, noncontributory basis for any liability arising directly or indirectly from this Lease. Lessor shall be named as a loss payee on said policy or policies of insurance.

- B. Original certificates of insurance evidencing the required coverage to be in force on the Commencement Date of this Lease as set forth herein, and all renewal certificates of such insurance shall be provided to Lessor. All such policies shall name the City of Dayton, Ohio, its elected officials, officers, agents, volunteers and employees as additional insureds. At the Lessor's request, Lessee shall furnish complete copies of all policies of insurance. The receipt of any certificate or policy does not constitute agreement by the Lessor that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Lease. The failure of the Lessor to obtain certificates or other insurance evidence from Lessee shall not be deemed to be a waiver by the Lessor. Lessee shall advise all insurers of these Lease provisions regarding insurance. Non-conforming insurance shall not relieve of their obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of this Lease, and the Lessor retains the right to terminate this Lease as provided in Article XIII unless proper evidence of insurance is provided. All policies of insurance shall provide for a minimum of thirty (30) days prior written notice to be given to the Lessor in the event coverage is substantially changed, canceled, or non-renewed.
- C. If Lessee fails to obtain or maintain any of the insurance policies under this Lease or to pay any premium in whole or in part when due, Lessor may (without waiving or releasing any obligation or default by Lessee hereunder) obtain and maintain such insurance policies and/or take any action which Lessor deems appropriate. In such instances, reasonable attorney's fees, court costs and expenses shall be reimbursed by the Lessee upon demand by Lessor.
- D. The insurance required hereunder shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law. The Lessor maintains the right to modify, delete, alter or change these requirements.
- E. The insurance required by this Lease, at the option of Lessee or contractors, may be effected by blanket or umbrella policies issued to Lessee or contractors covering the Premises and other properties owned or leased by Lessee or contractors, provided that the policies otherwise comply with the provisions of this Lease and allocate to the Premises the specified

coverage, without possibility of reduction or coinsurance by reason of, or damage to, any other premises covered therein.

#### **ARTICLE XI - ASSIGNMENT AND SUBLETTING**

- A. Lessee is prohibited from selling, assigning or transferring this Lease without the prior written consent of Lessor. Any sale, assignment or transfer in violation hereof shall be void.
- B. Lessee shall not sublease or underlet the Premises without the prior written consent of Lessor.

#### **ARTICLE XII - CANCELLATION BY LESSEE**

- A. In addition to all other remedies available to the Lessee under this Lease or at law, this Lease shall be subject to cancellation by Lessee should any one or more of the following events occur:
  - 1. The issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use of the Premises in its entirety, or the use of any part thereof used by Lessee and necessary for Lessee's operations on the Premises, for a period of thirty (30) consecutive days and results in material interference with Lessee's normal operations at and from the Premises;
  - 2. Lessor's default of any material term or condition of this Lease, and the failure of Lessor to cure such default or to take prompt action to cure such default, within a period of thirty (30) days after receipt of written notice to cure the default; or if by reason of the nature of such default it cannot be cured within the thirty (30) days, then Lessee shall have the right to terminate this Lease, if the Lessor fails to commence the remedying of such default within the thirty (30) day period.

#### **ARTICLE XIII - CANCELLATION BY LESSOR**

- A. In addition to all other remedies available to Lessor under this Lease or at law, this Lease shall be subject to cancellation by Lessor should any one or more of the following events occur:
  - 1. The premise becomes needed for any reason to enhance the operations of the golf course.
  - 2. If a court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any federal reorganization act;
  - 3. If a receiver for Lessee's assets is appointed by a court of competent jurisdiction;



4. If Lessee shall be divested of its rights, powers and privileges under this Lease by other operation of law.
5. If Lessee defaults in the payment of any amounts due to Lessor hereunder and Lessee fails to cure such default within thirty (30) days after Lessor notifies Lessee in writing of the default then Lessor shall have the right, at once and without further notice to Lessee, to declare this Lease terminated and to enter upon and retake full possession of the leased Premises;
6. If Lessee defaults in the performance of any term or condition of this Lease, but excluding the payment of amounts due and owing hereunder, and Lessee fails to cure such default within thirty (30) days from receipt of written notice to cure such default; or if by reason of the nature of such default the same cannot be remedied within said thirty (30) days, then Lessor shall have the right, at once and without further notice to Lessee, to declare this Lease terminated and to enter upon and retake full possession of the leased Premises if the Lessee fails to commence the remedying of such default within the thirty (30) day period or, after having so commenced, fails thereafter to continue with due diligence the remedying thereof.
7. Violations by Lessee, its agents or employees, of applicable laws, ordinances, codes, rules and regulations issued by any competent governmental authority, or revocations of permits or licenses required in the performance of this Lease, if the same shall not be corrected or action taken to correct, within thirty (30) days after Lessee's receipt of written notice, which shall state in detail the violation.
8. Lessor may terminate this lease at the end of any month, after giving Lessee not less than 60 days' notice, if in the sole discretion of Lessor the leased premises are needed for any municipal purpose.

B. In the event that the Lessor terminates the lease pursuant to paragraph A(1) or A(8), the City will reimburse the Lessee for the amount of any approved improvement over the rental amount at a straight line depreciated value. The Lessor is not responsible for reimbursing any improvements that were not approved in writing and therefore will become property of the City.

#### **ARTICLE XIV- INVALID PROVISIONS**

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained shall not constitute a material breach of this Lease; provided that the validity of any such covenant, condition or provision does not materially prejudice either the Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

## ARTICLE XV - WAIVER

- A. No waiver by either party at any time, of any of the terms, conditions, covenants or agreements of this Lease, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by the other. Receipt by Lessor of rent or other payments with knowledge of the breach by Lessee of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by a duly authorized representative of Lessor or Lessee, as the case may be.
- B. No option, right, power, remedy or privilege of either party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Lease are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law except as specifically provided herein and that the exercise of one right, power, option or remedy by either party shall not impair its right or any other right, power, option or remedy, except as specifically provided herein.

## ARTICLE XVI- GENERAL PROVISIONS

- A. The term Lessor, as used in this Lease, means the City of Dayton, Ohio, and where this Lease speaks of approval and consent by Lessor, such approval is understood to be manifested by act of Lessor's City Manager, except as otherwise expressly stated in this Lease, and such consent or approval shall not be unreasonably withheld. Where a response is required to be provided by Lessor, such response shall be provided in writing no later than thirty (30) days after the request for response.
- B. Notices to Lessor provided for in this Lease shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Golf Division Manager  
Division of Golf  
3383 Chuck Wagner Lane  
Dayton, OH 45414

or such other address as Lessor shall direct in writing.

- C. Notices to Lessee provided for in this Lease shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Miami Valley Dance Council  
2555 S. Dixie Drive, Ste. 234  
Kettering, OH 45409

or such other address as Lessee shall direct in writing.

- D. This Lease merges all prior negotiations and understandings and there are no other agreements and understandings, oral or otherwise, between the parties pertaining to the Premises. This Lease and any written agreement hereafter made between the parties hereto shall be binding upon Lessee only when fully executed by an officer or authorized representative of both parties. A signed copy of this Lease shall be mailed or delivered to Lessee after execution thereof by Lessor.
- E. Lessee and Lessor represent that each has carefully reviewed the terms and conditions of this Lease and are familiar with such terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Lease.
- F. By execution of this Lease, Lessee hereby irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Lease.
- G. Neither Lessee nor any contractor of Lessee shall be entitled to claim any exemption from sales or use taxes or similar taxes by reason of the Lessor's ownership of fee title to the Premises.
- H. By entering into this Lease, Lessor shall in no way be deemed a partner or joint venturer with Lessee, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any person or entity not a party to this Lease.
- I. The parties may amend or modify this Lease, at any time, provided that no such amendment or modification shall be effective unless it is reduced to a writing, which makes specific reference to this Lease, executed by a duly authorized representative of Lessor and Lessee and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.
- J. This Lease shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Lessor and Lessee, each by a duly authorized representative, have executed this Lease as of the date first set forth above.

THE CITY OF DAYTON, OHIO

MIAMI VALLEY DANCE COUNCIL

By *Joseph D. Parlette*

By *Richard M. Bishop*

Print Joseph D. Parlette

Print Richard M. Bishop

Its Deputy City Manager

Its MVDC President

APPROVED AS TO FORM AND CORRECTNESS:

*Raymond R. Haraldson for*  
City Attorney *MS*

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO:

August 23, 2017

Min. / Bk. I-15 Pg. 0028

*Rachella Lanender*  
Clerk of the Commission

# CERTIFICATE OF REVENUE

## TO BE COMPLETED BY THE DEPARTMENT

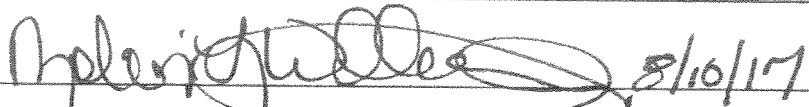
*Customer Information:* Name Miami Valley Dance Council Inc.  
Address 2555 South Dixie Drive Suite 234  
City Kettering State OH Zip+4 45409 - \_\_\_\_\_  
Customer # \_\_\_\_\_ Address Location # \_\_\_\_\_  
Federal ID# 31-0992910

*Revenue Information:* Fund 59000 Orgn 6550 Rev 24111 Prog 56 Actv \_\_\_\_\_  
Upon 12/31/2026

*Contract Information:* Contract Start Date approval Contract Expiration Date \_\_\_\_\_

*Billing Information:* Rate: \$6,000.00/year Arrears \_\_\_\_\_ Pre-bill \_\_\_\_\_  
Monthly (1<sup>st</sup> month of billing) \_\_\_\_\_  
Quarterly (1<sup>st</sup> month of quarter) \_\_\_\_\_  
Semi-annual (1<sup>st</sup> month of half) \_\_\_\_\_  
Annual (1<sup>st</sup> month of billing) \_\_\_\_\_  
Other (explain) \$55,500.00 over 9.25 years to be billed by Golf Division  
Rate Change Date \_\_\_\_\_ Rate Change Amount \_\_\_\_\_

*Description of Services (wording on invoice):* Rent can be waived with paid receipts and description of improvements that lessee makes to the property. Improvements that exceed annual rent will carry over to the next year's rent obligation as applicable.

Departmental Approval  8/10/17

## TO BE COMPLETED BY FINANCE

City Reference Number 62910-1 Auditor Angie Pennington Date 8/15/17

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance 