

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (Lease) is entered into on this ____ day of _____, 2023, by and between Recovery Café, Inc. (Landlord) and the Tippecanoe Health Department by and through the Board of Commissioners of Tippecanoe County (Tenant). Landlord is the owner of land and improvements whose address is: 2300 Ferry Street, Lafayette, Indiana. Landlord makes available for lease a portion of between 300 and 310 square feet of the Building designated as 2300 Ferry Street, Lafayette, IN (Leased Premises).

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

Term. The Initial Term of the Lease shall begin on the 1st day of March, 2023, and end on the 1st day of February, 2025. Landlord shall use its best efforts to put Tenant in possession of the Leased Premises on the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay. Subsequent terms shall renew on an annual, year-to-year basis unless either party provides notice of non-renewal at least forty-five (45) days prior to the expiration of the then-current term.

Rent. Tenant shall pay to Landlord during the Initial Term, total rent of thirty-thousand dollars (\$30,000), payable within thirty (30) days of execution of this lease.

For any Renewal Terms, Tenant shall pay to Landlord, total rent of sixteen thousand eight hundred dollars (\$16,800) for the twelve months of the Renewal Term, payable in twelve monthly installments of one-thousand, four hundred dollars (\$1,400). Each installment payment shall be due on the first day of each calendar month during the lease term to Landlord at the following address: 2300 Ferry Street, Lafayette, IN 47904. Tenant may, at Tenant's discretion, prepay some or all of the rent.

If tenant has prepaid Rent and is deprived of possession of the Leased Premises during the Initial Term or during any Renewal Term, the amount of Rent shall be pro-rated on a daily basis, and Landlord shall reimburse Tenant for any prepaid Rent corresponding to the time during which Tenant was deprived of possession.

Uses. Tenant shall be permitted to use the premises to operate its Gateway to Hope program which includes, without limitation, a syringe exchange program. Tenant requires a secure area with limited access to stores syringes. Landlord will work with Tenant and/or allow tenant to modify the premises in a manner which provides the necessary security.

Sublease and Assignment. Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent.

Repairs. During the Lease term, Landlord shall make, at Landlord's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, including major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

Alterations and Improvements. Tenant, at Tenant's expense, shall have the right, upon obtaining Landlord's consent, to remodel, redecorate, and make improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair, at Tenant's expense, all damage to the Leased Premises caused by such removal.

Property Taxes. Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

Insurance. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amount as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the particular activities of each in the Building with the premiums thereon fully paid on or before due date.

Utilities. Landlord shall pay all charges for water, sewer, gas, electricity, and other services and utilities used by Tenant on the Leased Premises during the term of this

Lease unless otherwise expressly agreed in writing by the parties. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, over load the wiring or interfere with electrical services to other tenants.

Signs. Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

Entry. Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

Parking. During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees.

Building Rules. Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. Landlord will not adopt rules that unduly interfere with the Tenant's ability to operate its Gateway to Hope operations.

Damage and Destruction. If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the

Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

Default. In the event of a default made by Tenant in the payment of rent when due to Landlord, Tenant shall have fifteen (15) days to cure such default. In the event of a default made by Tenant in any of the other covenants or conditions to be kept, observed and performed by Tenant, Tenant shall have thirty (30) days after receipt of written notice thereof to cure such default. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

Quiet Possession. Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

Funding for a Multi-year Agreement - As required by IC 36-1-10-5(1), in the event that the Tenant is not able to obtain funding, after affirmatively requesting such funding, to make outstanding payments under this lease for the budget year 2024, Tenant may terminate this Agreement on thirty (30) days written notice to Landlord. In such event, Tenant agrees that it shall reimburse Landlord for all rent due but unpaid under this Agreement before written notice of termination is received. Landlord and Tenant understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.

Governing Law; Exclusive Jurisdiction; Exclusive Venue - This Agreement is entered into in Indiana and all matters arising under or related to this Agreement shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a

further writing that is duly executed by both parties. IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

AGREED TO:
LANDLORD
RECOVERY CAFÉ, INC.
2300 Ferry Street
Lafayette, IN 47904
By: _____

Printed: _____

Title: _____

Date: _____

TENANT
TIPPECANOE COUNTY HEALTH DEPT.
by and through
BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY

Tracy A. Brown, President

David S. Byers, Vice-President

Thomas P. Murtaugh, Member

Date: _____

ATTEST:

Jennifer Weston, Auditor