



**Contract/Bid Documents
for:**

**D.D. and Velma Davis Education & Visitor Center
Garden Café & Catering Lease**

Aaron C. Young, Executive Director
Mill Creek Metropolitan Park District
7574 Columbiana-Canfield Rd.
Canfield, OH 44406
Phone: 330.702.3000
Fax: 330.702.3010
ayoung@millcreekmetroparks.org

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GENERAL INSTRUCTIONS

In order to submit a complete bid, bidders must do the following:

1. Read the Legal Notice
2. Read the General Terms and Conditions
3. Read, Complete and Submit with Bid, All Bidder Information Forms
4. Read, Complete and Submit with Bid, the Bid Form

SUPPLEMENTAL INSTRUCTIONS

All submitted information/forms must be fully completed in ink or typed, removed from this packet and submitted as your bid. Bidders should copy submitted documents and retain the remainder of the Contract Documents for their records. Please double check your bid before submission. Errors or omissions could result in your bid being declared informal or irregular and possibly rejected.

The intent of the contract is to provide for the accuracy and completion in every detail of the materials/equipment or services described. The awarded bidder shall perform all items of work covered and stipulated in the Contract Documents and furnish all labor, materials, equipment, tools, transportation, services and supplies required to complete the work in accordance with the Contract Documents and terms of the contract. Should any misunderstanding arise as to the intent or meaning of the specifications, special provisions or Bid, or any discrepancy appear, the interpretation of the information and corresponding decision of the Park District shall be final and conclusive.

SECTION 1

LEGAL NOTICE TO CONTRACTORS

Legal Notice

Notice is hereby given that sealed bids to furnish all materials, equipment and/or services will be received by the Board of Park Commissioners, Mill Creek Metropolitan Park District at the Park District Office, 7574 Columbiana-Canfield Road, Canfield, OH 44406, until 1:00 pm on Wednesday, September 7, 2022, for the following:

D.D. and Velma Davis Education & Visitor Center Garden Café and Catering Lease

Bidding Documents may be obtained by contacting Aaron C. Young, Executive Director at 330.702.3000 ext 113 or via e-mail ayoung@millcreekmetroparks.org.

Bids will be opened and read immediately after 1:00 pm on Wednesday, September 7, 2022 at the Park District Office, 7574 Columbiana-Canfield Road, Canfield, OH 44406.

Each bid must be addressed to the Board of Park Commissioners, attn.: Aaron C. Young, Executive Director, Mill Creek Metropolitan Park District, Canfield, OH 44406, and must be enclosed in a sealed envelope with the name of the bidder and the above project title clearly marked on the outside of the envelope.

All bids submitted shall be good for a period of sixty (60) days after the date of bid opening. Notice of claim of right to withdraw a bid must be made in writing and filed with the Park District within two business days after conclusion of the bid opening procedure in accordance with the provisions of Section 9.31 of the Ohio Revised Code.

The Board of Park Commissioners reserves the right to reject any, or part of any, or all bids; to waive any technicalities or informalities in the bidding process and to accept any bid deemed most favorable to the Board of Park Commissioners, and/or to advertise for new bids.

BOARD OF PARK COMMISSIONERS
MILL CREEK METROPOLITAN PARK DISTRICT

Aaron C. Young
Executive Director/Secretary

INSERTION DATES:

Wednesday, August 24, 2022

Wednesday, August 31, 2022

SECTION 2

GENERAL TERMS AND CONDITIONS

General Terms and Conditions

1. Qualification of Bidders
2. Inquiries and Addenda
3. Contract/Bid Documents
4. Sales Tax
5. Bid Security
6. Preparation of Bids
7. Withdrawal of Bids
8. Consideration of Bids
9. Disqualification of Bids and Bidders
10. Disposition of Bid Guarantee
11. Bidders Affidavit
12. Non-Collusion Affidavit
13. Competency of Bidders
14. Basis of Award
15. Rescinding of Award
16. Execution of Agreement
17. Or Equal Clause/Substitutions
18. Permits, Fees, Compliance with Laws
19. Materials, Submittals and Workmanship
20. Transportation and Material Handling
21. Payment
22. Termination for Convenience
23. Unsatisfactory Progress and Termination of Contract
24. Criminal Background Check Certification

GENERAL TERMS AND CONDITIONS

1. Qualification of Bidders

All prospective bidders for this project shall be actively engaged and experienced in work of the nature described in the Contract Documents. All bidders shall submit with their bid no less than three references for which work of a similar nature has been completed.

2. Inquiries and Agenda

Should the bidder find any discrepancies in, or omissions from, the Bid Documents, or should there be any doubt, as to the meaning or interpretations thereof, he/she should at once notify the Park District who will send out written instructions to all bidders. The Park District will not be responsible for any oral instructions.

The Park District shall receive inquiries to four (4) days prior to the bid due date. All Addenda will be available at the Park District Office to be distributed to the bidders no later than two (2) days prior to the bid due date. All bidders are required to examine carefully the Bid Documents and to submit any and all inquiries for the Park District's consideration within the time period mentioned above.

3. Contract/Bid Documents

The Contract/Bid Documents shall consist of five sections; Section 1: Legal Notice to Contractors, Section 2: General Terms and Conditions, Section 3: Bidder Information, Section 4: Bid Form, Section 5: Agreement and all Addenda issued, all required policies of insurance, and any miscellaneous attachments or noted requirements.

The Contract Documents listed above and any supplemental specifications or supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In all other cases, where there is a conflict in the requirements or scope of the work, the decision of the Park District will be considered final and conclusive.

4. Sales Tax

The current Sales Tax Act of Ohio specifically exempts sales tax to institutions supported by public funds. However, the bidder is expected to pay all sales taxes which may be lawfully assessed against him in connection with his purchase or supplying of materials/equipment under his bid.

5. Bid Security

All bids must be accompanied by a bid bond, a certified check, cashier's check, or letter of credit drawn on a solvent bank and made payable to the MetroParks Park District in the amount of 10% of the total Bid.

All bonds provided must be obtained from a surety licensed by, or a surplus lines company approved by, the State Superintendent of Insurance. Bid security conditions and form are subject to Sections 153.54 and 153.571 of the Ohio Revised Code.

6. Preparation of Bids

Bids shall be submitted on the accompanying Bid forms furnished by the Park District. Any alterations, additions or erasures to said form shall be considered as irregular and grounds for rejection of said bid. All applicable pages of the Contract/Bid Documents must be completed fully in ink or typed and submitted to the Park District. Bidders may retain the remainder of the Contract Documents for their records. The Bid must be so filled out as to make the bid complete and free from ambiguity as to its meaning. Bid forms shall be signed by the bidder, in ink, giving business address. In case of firms or corporations, the Bid forms must be

signed by an authorized officer or agent. When a Bid form is submitted by a partnership the personal signature of one (1) of the partners, in addition to the name of the firm, must be included.

The following information/forms must be submitted as part of a complete and formal Bid:

- a. Bidder's Affidavit
- b. Condensed Net Worth Statement
- c. Qualifications Questionnaire
- d. Non-Collusion Affidavit
- e. Personal Property Tax Delinquency Affidavit
- f. Bid Form
- g. Bid Bond

Bidder hereby agrees that the Contract/Bid Documents and work to be performed or services provided in accordance therewith will be governed by the laws of the State of Ohio, and bidder expressly agrees to be subject to jurisdiction of Mahoning County, in the State of Ohio in the event of litigation.

7. Withdrawal of Bids

All bids submitted shall be valid for a period of sixty (60) days after the date of bid opening. Notices of a claim of right to withdraw a bid prior to the expiration of the sixty (60) day period must be made in writing and filed with the Executive Director of the Park District within two (2) business days after conclusion of the bid opening procedure. The Park District will consider the withdrawal claim only if the following conditions apply:

- a. The Bid does not meet the minimum requirements.
- b. The Bid is substantially lower than the other bids bringing into question its validity.
- c. The Bid was knowingly submitted in good faith.
- d. The reason for the Bid being substantially lower was a clerical mistake as opposed to a judgment mistake.
- e. The mistake was due to an unintentional and substantial arithmetic error or unintentional omission.

It is the obligation of the bidder to substantiate his withdrawal claim by providing all necessary documentation and forms with his claim. The claim and substantiating documentation may be sent to the Park District by mail at 7574 Columbiana Canfield Road, Canfield, OH 44406 or electronically via e-mail to Aaron C. Young, Executive Director at ayoung@millcreekmetroparks.org. The decision of the Park District will be final and binding.

No bid may be withdrawn under this section when the result would be the awarding of another bid of the same bidder.

If a bid is withdrawn under authority of this section, the Park District may award the bid to the next best bidder or reject all bids and/or re-advertise for bidding. In the event the Park District re-advertises for bidding, the withdrawing bidder shall pay the costs in connection with the resubmission, of printing new bidding documents, required advertising, and printing and mailing notices to prospective bidders.

In the event the Park District denies the claim for withdrawal and the bidder refuses to perform, the Park District may reject all bids or award to the next best bidder.

A bidder may withdraw his bid prior to the time set for opening bids by submitting a written request to the Park District Business Office. This request must be in the possession of the Park District Business Office prior to the opening date and time, to be considered. Upon timely receipt of such request, the bid will be returned, unopened, to the bidder.

8. Consideration of Bids

After bids are opened and read, they will be tabulated, evaluated and compared on the basis of the summation of the annual rent and percentage of gross sales based upon a value of \$425,000 in annual sales, as shown in the Bid Form. The bid will be awarded to the highest bidder.

In the event the same annual rent and percent of gross sales for the work is submitted by more than one bidder, the Park District will select a successful bidder in their sole discretion.

Bids will also be compared on the basis of conformity with the specifications for the work bid, previous performance of the bidder and any other factor that has a direct influence upon the ability of the bidder to provide the work bid or the ability of the bidder to meet specifications.

The Park District reserves the right to reject any, part of any, or all bids; to waive any technicalities and informalities in bidding and to accept any bid deemed most favorable to the Park District or to advertise for new bids.

9. Disqualification of Bidders and Bids

The Park District reserves the right to disqualify a bid or bidder or refuse to consider a bid for any of the following reasons:

- a. If the bid is on a form other than the Bid form furnished by the Park District, or, if the Bid is altered or any part thereof detached, or not completed.
- b. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
- c. If the bid does not contain a unit price for each item listed except in the case of authorized alternate pay items or lump sum items.
- d. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- e. Lack of competency of the bidder to provide the work bid.
- f. Default or failure to perform faithfully or adequately under previous contracts awarded.
- g. Lack of cooperation under previous contracts awarded.
- h. More than one bid for the same work from an individual, firm or corporation under the same or different names.
- i. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the Park District until such participants have satisfactorily answered and resolved all questions and stipulations of the Park District. Nothing in this section shall prevent the Park District from permanently barring any participants in collusion from bidding on Park District work.
- j. Bid prices which are obviously unbalanced.

10. Disposition of Bid Guarantee

In case the bidder to whom such award is made shall fail to secure an agreement within ten (10) days the award shall be vacated and the deposit forfeited as liquidated damages, and the bid may be awarded to the next lowest qualified bidder who shall thereupon secure an agreement within ten (10) days or forfeit his deposit as liquidated damages.

11. Bidders Affidavit

All bidders are required to duly execute and submit the Bidder's Affidavit located in the Contract Documents, which states that all declarations and statements made in the bid are true to the best of his knowledge and belief.

12. Non-Collusion Affidavit

All bidders are required to duly execute and submit the Non-Collusion Affidavit located in the Contract Documents.

13. Competency of Bidders

The Park District may make such investigations as it deems necessary to determine the ability and competency of the bidder to perform the work. Upon request, the bidder shall furnish evidence satisfactory to

the Park District that he has the necessary resources and experience to meet the conditions of the contract and specifications.

The Park District reserves the right to reject any bid received if the investigation fails to satisfy the Park District that such bidder is properly qualified or has the ability to carry out the obligations of the contract and to complete the work as specified.

14. Basis of Award

The award of the contract, bid or any portion of the contract will be made to the highest, most responsive, responsible and best qualified bidder, as the applicable law may provide, who meets the requirements of the Contract Documents. If alternate bids or items of construction are solicited, the award will be based on bids submitted for the base amount plus any combination of alternates which are selected by the Park District.

15. Cancellation of Award

The Park District reserves the right to rescind the award of any contract at any time before the execution of a contract by all parties without any liability against the Park District.

16. Execution of Agreement

The bidder to whom the contract is awarded will be required to provide any required sureties within ten (10) days from the date of the service of the notice to that effect.

17. Or Equal Clause/Substitution

Whenever, in any of the Contract Documents, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or certified equal", if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design, strength, and efficiency, approved by the Park District on the basis of product specification and field performance record.

If an article, material, equipment or form of construction is bid as a substitution to be considered as an equal, it shall be specifically noted when the bid is submitted. Complete specifications, samples, descriptions and support documentation shall be furnished to the Park District at the time of bid submittal for all substitutions. If deemed necessary by the Park District, the material or product will be submitted to an independent testing laboratory to verify that the product equals or surpasses the specifications. All costs for testing the material or product shall be paid by the bidder. If the bidder does not specifically note a substitution, then all articles, materials, products, equipment and form of construction to be supplied and carried out shall be as specified in the Contract Documents.

19. Permits, Fees, Compliance with Laws

The bidder shall obtain and pay for all permits, notices, licenses, certificates of inspection, tests, royalties and fees that may be required for the work.

The bidder shall comply with all laws, codes, ordinances, and regulations bearing on the conduct of the work.

The publications listed below form a part of this specification to the extent referenced:

- a. Code of Federal Regulations (CFR), Hazard Communication Standard (29CFR Part 1910.1200):
The bidder shall provide for the well-being of their employees and park visitors by adhering to the requirements of the Hazard Communication Standard and other applicable city, state, and federal safety requirements. The bidder shall submit Material Safety Data Sheets (MSDS) to the Park District prior to delivery of hazardous materials to the site. Products of a hazardous nature will not be accepted on the work site without a MSDS on file. These products shall be in containers that have

clearly legible manufacturer's labels that include the appropriate hazard warnings and list the name and address of the manufacturer. These products shall not be stored on site unless fully secured and approved by the Park District.

- b. Code of Federal Regulations (CFR), OSHA General Industry Safety and Health Standards (29 CFR 1910)
- c. Code of Federal Regulations (CFR), OSHA Construction Industry Standards (29 CFR 1926)
- d. Refer to OSHA Publications 2206 & 2207, for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402
- e. Code of Federal Regulation (CFR), National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61)

20. Materials, Submittal, and Workmanship

Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract shall be new and of the best grade of their respective kinds for the purpose. All products and equipment shall be delivered to the project site in manufacturer's original container and packaging, with labels intact indicating manufacturer, grade, quality, and other pertinent information. If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with established industry practices and standards. If the workmanship, equipment, materials or articles incorporated in the work do not conform to contract requirements, it may be rejected, and the bidder shall make the appropriate replacement that conforms to the requirements of the order and of the contract, or the Park District may make a deduction in the payment due the bidder. In such matters, the decision of the Park District will be final and binding.

Any item of work or material not specifically noted or described, but which is obviously necessary to complete the work or carry out the intent of the specifications, as interpreted by the Park District, shall be considered a part of this contract.

When required by the Specifications, or as directed by the Park District, the bidder shall furnish the Park District for approval, shop drawings, samples, product literature and data concerning the materials, products and equipment which he contemplates incorporating in the work. Submittals shall be made far enough in advance of scheduled installation to provide the necessary time required for review, approval, revision and resubmittal, and for placing orders and securing delivery in a timely manner. Allow at least five (5) working days for review by the Park District following receipt of the submittal.

Samples submitted shall be identical to the article to be provided. Whenever a choice of color or pattern is available, submit color and pattern samples to the Park District for selection. Colors will be selected from any color produced by the manufacturer unless otherwise noted to be custom made, or to be selected from a particular color grouping or range.

All bituminous mixtures must be supplied by plants approved by the Director of ODOT. Prior to delivery of bulk materials to the site (asphalt, stone, aggregate, concrete, sand, etc.), the bidder shall submit to the Park District an affidavit from the supplier for each material type stating that the materials furnished comply with or exceed the Park District's and/or ODOT Construction and Material Specifications.

21. Transportation and Material Handling

According to Park District regulations, trucks are not permitted on park drives. Therefore, the bidder must properly notify the Park District prior to material deliveries. The Mill Creek MetroParks Police Department shall be notified of the delivery so as to permit trucks access to the delivery site.

All material and equipment shall be transported to the delivery site on approved and legal routes. Bidder shall secure and pay for all necessary permits. Material, equipment and products shall be properly secured, transported and handled in accordance with all regulations, manufacturer's recommendations or in accordance with established industry practices and standards.

The bidder shall inspect all deliveries to the delivery site to assure that the material, equipment and products comply with the requirements of the contract, that quantities are correct and that the products are not damaged.

22. Payment

Payment will be made to the Park District as outlined in Section 5: Agreement.

23. Termination for Convenience

The Park District may terminate this contract at any time for its convenience when the circumstances existing at the time the agreement is entered into have changed to such an extent that the Park District considers such termination to be in the best interest of the Park District. Any termination of this contract for alleged default that is ultimately held unjustified is automatically deemed a termination for the convenience of the Park District. The Contractor will be paid for all work satisfactorily completed up to the date of termination as determined by the Project Manager.

24. Unsatisfactory Progress and Termination of Contract

If the awarded bidder has not commenced providing services within a reasonable time, or does not carry the same forward with reasonable progress, or is improperly performing services, or has abandoned, or fails or refuses to complete this contract, the Park District may so notify the awarded bidder in writing. The Park District may also order the awarded bidder to halt all further work on the project at this time. If after receiving notice of the action of the Park District in terminating the control of the awarded bidder over the services covered by his contract, the awarded bidder does not within ten (10) days give the Park District the written notice provided for in this section, the Park District shall cause that portion of the work which remains uncompleted to be re-estimated and re-advertised in accordance with the requirements applicable to original bids; or in the event the Park District determines that an extraordinary emergency exists, the Park District may contract for the completion of the work without advertising for bids, if he considers it to be in the best public interest.

25. Criminal Background Check Certification

Prior to the commencement of work, the Contractor, Subcontractor, or Lessee must complete and provide to the Park District a "Criminal Background Check Certification" form. Park District policy requires Contractors, Subcontractors, and Lessees of the Park District to obtain criminal background information regarding covered employees and to certify that fact to the Park District. Instructions and a form are included in Section 3, and the form is to be submitted with the formal bid.

Section 3

Bidder Information

Bidder's Affidavit

BID FOR:

**D.D. & Velma Davis Education and Visitor Center
Garden Café and Catering Lease**

In the Mill Creek Metropolitan Park District, County of Mahoning, State of Ohio, and

_____ (Person) being duly sworn, deposes and states

that he/she is an authorized representative of: _____ (Company Name)

and that he/she is a _____ (Title) with said Company, who signed the submitted

Bid and was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal

of the Bidder and that all the declarations and statements contained in the bid are true to the best of his/her

knowledge and belief.

Affiant

(Corporate seal)

Sworn and Subscribed before me this _____ day of _____, 20_____.

Notary Public

(notarial seal)

My Commission Expires _____, 20_____.

CONDENSED NET WORTH STATEMENT

Assets:

Cash	\$	_____
Stocks and Bonds		_____
Notes Receivable		_____
Accounts Receivable		_____
Accrued Interest		_____
Real Estate		_____
Inventory		_____
Equipment (Depreciated Value)		_____
Furniture and Fixtures		_____
Other Assets		_____
	Total Assets	_____

Liabilities:

Notes Payable	\$	_____
Accounts Payable		_____
Mortgages Payable		_____
Other Liabilities		_____
	Total Liabilities	_____

Equity

Reserves		_____
Capital Stock (if applicable)		_____
Surplus (net worth) Earned	\$	_____
Unearned	\$	_____
	Total Equity	_____

Liabilities and Equity \$ _____

DATED AT _____, THIS ____ DAY OF _____, 20__

(Name of Organization) _____ BY: _____

Name

Title

Qualifications Questionnaire

EXPERIENCE & REFERENCES: List three projects of a similar nature to the project being bid in which you have been actively engaged.

1.) _____
Project Name and Description

Location Cost

Client

2.) _____
Project Name and Description

Location Cost

Client

3.) _____
Project Name and Description

Location Cost

Client

Upon request, the bidder will be expected to clarify the foregoing statements as necessary to satisfy the Park District concerning his/her ability to successfully perform the work in a satisfactory manner.

Signed this _____ day of _____, 20_____.

Firm Name

(Seal is required if
Bidder is a
Corporation)

By (Signature of Individual, Partner, or Officer signing the Proposal)

Title

If a partnership or corporation, give the name of all partners or all officers of the Corporation with the address of each.

Non-Collusion Affidavit

BID FOR:

**D.D. & Velma Davis Education and Visitor Center
Garden Café and Catering Lease**

In the Mill Creek Metropolitan Park District, County of Mahoning, State of Ohio, and

_____ (Person) being duly sworn, deposes and states

that he/she is an authorized representative of: _____ (Company Name)

and that he/she is a _____ (Title) with said Company, who signed the submitted

Bid and was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal

of the Bidder and that all the declarations and statements contained in the bid are true to the best of his/her

knowledge and belief. He/She further states that such bid was genuine and not collusive; that said bidder did not

collude, conspire, connive, or agree, directly or indirectly, with any bidder or person, that such other person should

refrain from bidding, or submit a sham bid and did not in any manner, directly or indirectly seek by agreement or

collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to

fix any other bidder, or to secure any advantage against the Mill Creek Metropolitan Park District, or any person

interested in the proposed contract; and that all statements contained in said Proposal or bid are true and further,

that such bidder did not directly or indirectly submit this bid, or the contents thereof, or divulge information, or data

relative thereto to any association or to any member or agent thereof.

Affiant

(Corporate seal)

Sworn and Subscribed before me this _____ day of _____, 20____.

Notary Public

(notarial seal)

My Commission Expires _____, 20____.

Personal Property Tax Delinquency Affidavit
(REQUIRED BY OHIO REVISED CODE SECTION 5719.042)

PROPOSAL FOR:

**D.D. & Velma Davis Education and Visitor Center
Garden Café and Catering Lease**

In the Mill Creek Metropolitan Park District, County of Mahoning, State of Ohio,

_____ Name
being first duly sworn, deposes and says that he/she is _____ Title
of _____ Company
_____ Address

the party who made the foregoing proposal or bid; and hereby certifies that:

(A) The Bidder **has not been** charged with any delinquent personal property tax on the general tax list of personal property for any county in the state of Ohio at the time of this bid submittal.

_____ Affiant (Corporate seal)

OR

(B) The Bidder **has been** charged with a delinquency regarding personal property tax on the general tax list of personal property for any county in the state of Ohio at the time of this bid submittal. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest therein, is \$_____. It is understood that the Park District Treasurer is required to transmit this statement to the County Treasurer.

_____ Affiant (Corporate seal)

It is understood that, by law, this statement is to be signed by the Bidder, and must be affirmed under oath. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Park District Treasurer to the County Treasurer within 30 days of the date of bid submittal. The statement must be incorporated into the contract before any payment can be made under the subject contract.

Sworn and Subscribed before me this _____ day of _____, 20_____.

_____ Notary Public (notarial seal)

My Commission Expires _____, 20_____.

SECTION 4

BID FORM

COMPLETE AND RETURN ALL FORMS IN THIS SECTION WITH BID.

BID FORM

The undersigned, having full knowledge of the conditions of this Bid, the Legal Notice to Contractors, General Terms and Conditions, Any Addenda, Required Bidder Information, etc., hereby proposes to do everything required to provide and to furnish all labor, tools, equipment, materials, appliances, accessories, services, miscellaneous and incidental materials, will pay all taxes, permits and other fees, and comply with all laws and provide all insurance required for the prices stated in this bid for:

Mill Creek MetroParks D.D. & Velma Davis Education and Visitor Center Garden Café and Catering Lease

Annual Rent: \$ _____ per month (x) 12 months = \$ _____ per year

(A minimum Annual Rent amount of no less than \$1,200/month or \$14,400/year is required.)

Annual Profit Share: _____ % (x) \$425,000 = \$ _____ per year

(A minimum bid of no less than 6% of Gross Annual Sales estimated at \$425,000, or \$25,500 annually is required. The estimated Gross Annual Sales value of \$425,000 is for bidding purposes only, actual Annual Profit Share will be determined by using the bid percentage at time of bid times actual Gross Annual Sales).

Total Annual Bid: \$ _____ per year

x 3 years

Total Amount Bid: \$ _____

BIDDER INFORMATION:

Contact Person Name (Signature): _____

Contact Person Name (Print): _____

Company Name: _____

Company Mailing Address: _____

Telephone: _____

E-mail: _____

SECTION 5

AGREEMENT

D.D. & Velma Davis Education and Visitor Center

Garden Café & Catering Lease

Between

Mill Creek Metropolitan Park District

and

Company Name Here

This Commercial Lease Agreement (“Lease”) is made by and between the Board of Park Commissioners of the Mill Creek Metropolitan Park District, d/b/a Mill Creek MetroParks (“Landlord”) and **Company Name Here** (“Tenant”).

RECITALS

A. Landlord owns and operates the D. D. & Velma Davis Education & Visitor Center within Fellows Riverside Gardens located at 123 McKinley Avenue, in the City of Youngstown, County of Mahoning and State of Ohio 44509.

B. Within the D. D. & Velma Davis Education & Visitor Center (“Building”) the Landlord has established a public dining area with furniture, furnishings and equipment in the area designated as the Garden Café, including a small preparation room adjacent to the dining area (“Garden Café”), located on the upper floor of the two-story Building. The Garden Café shall be subject to the exclusive use of Tenant under this Lease.

C. Adjacent to the Garden Café is a supply room known as the “Shamrock Room” which will be shared by the Tenant and by the Landlord for their supply storage.

D. The Building also contains a lower-level commercial kitchen area (“Kitchen Facility”) which shall be subject to the exclusive use of the Tenant under this Lease.

E. Landlord and Tenant desire to enter into this Lease and Catering Rights Agreement pursuant to which the Tenant will operate the Garden Café and provide catering services to renters of the available facilities at the Building, pursuant to the terms and conditions more particularly described herein.

NOW, THEREFORE, in consideration of the mutual promises herein, together with the foregoing Recitals which are incorporated into the Agreement by this reference, the parties hereto agree as follows:

Agreement

1. Term.

A. Initial Term. Landlord hereby leases to the Tenant the Garden Café, the Shamrock Room, and the Kitchen Facilities, collectively the “Premises”, and Tenant hereby leases the same from Landlord, for an initial term beginning on January 1, 2023 (“effective date”) and ending on December 31, 2025 (“expiration date”).

B. Renewal Term. The parties may renew this Lease for subsequent renewal terms of one (1) year each if they enter into a written agreement to do so not less than ninety (90) days prior to the expiration of the initial term or any subsequent renewal term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, terms, conditions and provisions as provided in this Lease.

2. Rental.

A. Annual Rent. Tenant shall pay to Landlord during the initial term an annual rental of Dollars (\$) per year, payable in installments of Dollars (\$) per month. Each installment payment shall be due in advance on the first (1st) day of each calendar month during the Lease term addressed to: the Visitor Services Manager, 123 McKinley Avenue, Youngstown, Ohio 44509, or at such other place designated by written notice from Landlord. The rental payment amount for any partial calendar month included in the Lease term shall be prorated on a daily basis.

B. Additional Rent/Profit Share. Tenant shall also pay to Landlord an amount equal to percent (%) of the Tenant’s gross revenue (solely excluding therefrom the rental revenue from any equipment or furniture that is not the property of the Landlord) generated and received by the Tenant from its use of the Premises. Such amount for each month shall be due and payable by the Tenant to the Landlord on the first (1st) day of each month subsequent to the month in which such amounts were received by the Tenant. Tenant shall keep an accurate accounting of its gross revenue received from its use of the Premises, which accounts shall be accessible by the Landlord and/or its agents to review for determining the Tenant’s compliance with the terms and conditions of this Lease.

C. Rental for Renewal Term. The rental for any annual renewal term of this Lease, if such renewal term is created by the parties’ agreement referenced above, shall be negotiated by the parties, but the rental shall be no less than the rental for the year immediately preceding the renewal term, together with the percentage of gross revenue described above, all payable each month as hereinabove described.

D. Late Charges. In the event Tenant fails to pay any installment of rent (whether Annual Rent and/or Additional Rent under paragraphs A, B and C above) within five (5) days of when due or in the event Tenant fails to make any other payment for which Tenant is obligated under this Lease within five (5) days of when due, then Tenant shall pay to Landlord a late charge

equal to ten percent (10%) of the amount(s) due to compensate Landlord for the extra costs incurred as a result of such late payment.

E. Accounting. The Tenant shall install and maintain such bookkeeping, accounting, money collecting and/or point of sale systems or methods as shall permit the Landlord to accurately compute gross revenue of the Tenant relating to its use of the Premises. Such records shall be made available to the Landlord during any time of operation under the terms of this Lease, without prior notice from Landlord. The Tenant shall furnish and deliver to the Landlord a certified statement of gross revenue relating to the Premises for each month of operation within five (5) days subsequent to the last day of each month.

3. Furniture, Furnishings and Equipment.

A. The Tenant shall operate the Premises with the Landlord's furniture, furnishings and equipment previously installed by Landlord in the Premises in their "as is" and "where is" condition, an inventory of which appears in an attached Exhibit. Any alterations or replacement of such items will only be made upon a mutually satisfactory agreement between the Landlord and the Tenant.

B. The Tenant shall be responsible for the daily maintenance and safe and proper operation of the Landlord's furniture, furnishings and equipment and the Premises. Any repairs to the Landlord's furniture, furnishings and equipment or Premises, not caused by acts of the Tenant, its agents, employees or invitees, will be the responsibility of the Landlord. The Tenant will be responsible to make repairs caused by acts of the Tenant, its employees, agents or invitees, to the Landlord's furniture, furnishings, equipment or Premises.

4. Use. The Premises shall be used and occupied by the Tenant as a retail food service operation serving the public, and for no other use or purpose, subject to the following:

A. Garden Café. During the term of this Lease, the Tenant shall have exclusive use of the Garden Café and the non-exclusive use of the Shamrock Room to operate a food and beverage service in the Garden Café for the benefit of the general public during the regularly scheduled hours of operation of the Building, Tuesday through Sunday, 10 a.m. through 5 p.m., year around, except when the Building is closed by Landlord for holidays or has otherwise determined by Landlord.

1) Food Preparation. In addition to the preparation room adjacent to the dining area, Tenant shall exclusive use of the lower level Kitchen Facilities for preparation of food to be served in the Garden Café.

B. Kitchen Facilities and Banquet Room. The Tenant shall have exclusive use of the Kitchen Facilities to operate a food, beverage and catering service to serve events in the Banquet Room(s) adjacent to the Kitchen Facilities, but Tenant shall have no leasehold interest in the Banquet Room. Such events shall be subject to Banquet Room(s) rental rates, terms and conditions required by Landlord for use of the Banquet Room(s) by Tenant and/or other parties. Such events

may be generally scheduled by the Tenant, Monday through Sunday, **from 9 a.m. through 11 p.m.**, subject to the terms and conditions of each event to be approved by the Landlord.

1. Exceptions. Prior to the effective date of this Lease when the Tenant became the exclusive Tenant of the Café & Kitchen Facility, the Landlord had booked events for members of the public in the Banquet Room(s) and Kitchen Facilities on dates that will occur during the term of this Lease, and which events have booked caterers other than the Tenant as previously approved by Landlord. Tenant shall honor and permit each of those events with those caterers to use the Kitchen Facilities as previously approved by the Landlord.
2. Other than the events with other caterers as referenced herein, the Tenant shall have the exclusive use of the Kitchen Facilities and shall be the exclusive caterer therein for events in the Banquet Room(s) during the term of this Lease.

C. Certain Products. The Landlord reserves the right to stipulate the brand and product advertiser or supplier of beverage items to be sold at the Premises by the Tenant. (For example, but not limited to, upon the effective date of this Lease, the Tenant must operate according to the terms and conditions of the Landlord's Vendor Agreement with the contracted beverage company. If and when such Vendor Agreement changes, the Tenant will be notified by the Landlord, and Tenant will comply with any new term or condition applicable to the Premises.) Any vendor requirements for the Premises shall be provided by the Landlord to the Tenant upon the effective date of this Lease and from time to time thereafter as may be applicable.

D. Rent for the Banquet Room. Any event of any person or entity using the Banquet Room(s), including events of Tenant, must pay rent to the Landlord according to a rental schedule established annually by the Landlord, subject to amendment thereafter by the Landlord. If the Tenant itself utilizes the Banquet Room(s) to sponsor an event, the Tenant must pay the applicable rental fee to the Landlord, as would any other event sponsor.

E. Other Uses of Building. The Tenant acknowledges that other portions of the Building are occupied and utilized by the Landlord and/or others for purposes other than food and beverage service, and nothing herein shall in anyway be construed to give the Tenant, its employees, business invitees, or agents, any occupancy or use of any other portion of the Building, other than the public restrooms. Further, the Tenant shall not interfere with any such other use or operation of any other portion of the Building.

5. Utilities and Services.

A. Utilities and services for lighting, heating, air conditioning, water, and wireless internet are included in the rental paid by the Tenant to the Landlord. However, the Tenant shall contract for and pay to utility and service providers the cost of the following utilities and services provided to the Premises for Tenant's use during the term of this Lease:

- Telephone.
- Credit card user connections/services.
- Separate internet connections/services as needed to support operations

The Tenant shall obtain these utilities or services directly from the supplier and shall pay for them directly to the supplier.

B. The Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with the electrical services to other parts of the Building.

C. The Landlord shall furnish Tenant the following services for the Premises:

- 1) Standard year-round heat and air conditioning to the extent required to maintain interior temperatures compatible with normal standards of comfort as determined by the Landlord.
 - i. Tenant at all times shall cooperate fully with the Landlord with respect to, and shall observe all regulations which the Landlord may from time to time establish for, the proper functioning, protection and control of the Landlord's heating and air conditioning equipment.
 - ii. The Landlord, through its agents and employees, at all reasonable times shall have the right to enter the Premises and to have free access to any equipment and components thereof located on the Premises for the purpose of repair, maintenance and preservation of the heating and air conditioning equipment.
 - iii. Tenant will not damage or abuse any heating and air conditioning equipment, nor permit the same to be done.
 - iv. Neither Tenant nor its agents, employees or invitees shall tamper with, or otherwise in any manner adversely affect, the mechanical or electrical components of heating and air conditioning equipment, and any damage to the same caused by the willful or negligent act or acts of Tenant or its agents, employees or invitees shall be paid for by Tenant promptly upon receipt of a statement of the amount thereof.
- 2) Cold and hot water at standard building temperatures.
- 3) Electric current for lighting and normal business machines. Any new or additional electrical facilities required to service equipment installed by

Tenant and all changes in existing electrical facilities, in or servicing the Premises required by Tenant (if permitted by the Landlord) shall be installed, furnished or made by Tenant at its expense. If electric current required for additional electric facilities is beyond normal current or normal lighting and usual business machines, then either a separate meter for billing or an agreed-to surcharge will be entered into as an addendum to this Lease for an additional payment to be made by Tenant covering the cost of additional electric.

6. Signage. Subject to Landlord's prior written consent, Tenant may place on the Premises, at locations selected by the Tenant and approved by Landlord, any signs which are permitted by applicable zoning ordinances and Landlord restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion inappropriate for the Building. Tenant shall repair all damage to the Premises and the Building resulting from the removal of any signs installed by the Tenant.

7. Parking. The Tenant shall have the non-exclusive use, in common with Landlord, employees, visitors, and invitees using the Building or the grounds on which the Building is located, the non-reserved common automobile parking areas and driveways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord, including Landlord's designation of parking areas for certain uses.

8. Building Rules. The Tenant shall conduct the operation of any and all activities at the Premises in a manner that will be satisfactory, at all times, to the visitors of the Fellows Riverside Garden Education & Visitor Center, the Board of Park Commissioners and the Building. Tenant shall comply with Rules of the Building adopted and amended by Landlord from time to time and the Tenant will cause all of its agents, employees, invitees and visitors to comply with such Rules. The Rules applicable to the Building at the effective date of this Lease are attached hereto as an Exhibit and incorporated herein by reference. Any amendments to such Rules shall be provided in writing by Landlord to Tenant upon adoption of same.

9. Staff.

The Tenant will provide, at all times in preparation of and during open business hours, adequate help to accommodate customers at the Premises.

a). Quality of Employees. Tenant shall only employ persons qualified to perform duties at the Premises.

b). Dress, conduct, and hygiene of employees. Tenant is required to mandate that its staff wear appropriate uniforms (shirt, pants, shoes, etc) inclusive of the name of the Tenant. The goal is to present a clean, friendly appearance. All employees of the Tenant shall conduct themselves professionally and courteously in their relations with the public. When on duty, employees shall direct their full attention to the operation of the Garden Café or the event being catered. No employee shall engage in inappropriate conduct during working hours, or any

other activity which would tend to cause discredit to Landlord. Tenant employees must fully obey all Rules and Regulations of Landlord. All employees will comply with the rules and regulations of the County Health Department governing personal hygiene. Tenant shall not rehire or retain any employee considered to have violated the preceding staff requirements.

10. Maintenance by Tenant. The Tenant shall provide maintenance and custodial services for the Premises under this Lease, and the Tenant shall maintain the Premises in a clean and sanitary condition subject to the satisfaction of the Landlord and subject to the satisfaction of any and all health and other regulatory agencies having jurisdiction over the operation of the Tenant at the Premises.

- A. The Tenant shall observe and comply with the Rules and Regulations issued by the Landlord from time to time with respect to the use, safety, care and cleanliness of the Building and the Premises.
- B. The Tenant will maintain the Premises in as good condition and repair as it is on the effective date of this Lease, throughout this Lease, reasonable wear and tear excepted.
- C. The Tenant will be responsible for day to day housekeeping of the Premises, and spills will be cleaned up and tables bussed promptly during hours of operation.
- D. The Tenant will clean the Premises at the end of each business day, including, but not limited to, sweeping and washing the floor, cleaning and disinfecting the countertops, cupboards, appliances, walls and sinks. The Tenant will at closing of each day, empty all trash and recycling containers in the Premises.
- E. The Landlord will be responsible for window cleaning in the Premises as it determines is appropriate.
- F. Tenant shall not commit or suffer to be committed any waste on the Premises, nor shall Tenant maintain, commit or permit the maintenance or the commission of any nuisance on the Premises or use the Premises for any unlawful purpose.
- G. In the event of any act of the Tenant, its employees, agents, invitees or guests, causes damage to the Premises, the Landlord shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs for repairs or corrections shall be payable by the Tenant to the Landlord as additional rent on the next rental installment date.
- H. The Tenant shall not do or suffer anything to be done on the Premises which will cause an increase in the rate of insurance on the Building, or which will cause a violation of

any zoning, building or other laws or regulations, including but not limited to the rules and regulations of the Landlord for the Building.

11. Alterations. The Tenant shall not alter or improve the Premises without prior written consent of the Landlord. Any and all alterations, additions, improvements and fixtures made or placed in or on the Premises shall, on expiration or termination of this Lease, belong to the Landlord without compensation to the Tenant unless otherwise agreed to in writing executed by both parties. Before installing any fixtures or features in or on the Premises, the Tenant must obtain the prior written approval of the Landlord. Any such alterations or improvements shall also comply with the Building code and zoning code then in effect for the Premises.

12. Inspection/Emergency Maintenance. The Tenant shall permit the Landlord and its agents or employees to enter into and on the Premises at all reasonable times for the purpose of inspection of the Premises, unless the Landlord needs immediate access to the Premises for emergency security, repairs or maintenance.

13. Early Termination.

A. This Lease may be terminated prior to the end of the initial term or any renewal term by either party for any reason upon three (3) months written notification of termination. Upon any such termination, the Tenant shall remove all personal property, signage, moveable equipment and moveable fixtures placed on the Premises by the Tenant and shall restore the Premises to the condition comparable to that at the effective date of this Lease, normal wear and tear excepted. The Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease nor for any cost related to the removals referred to in this paragraph. In any such event of termination, the Tenant shall peacefully and quietly yield up and surrender the Premises to the Landlord and remain liable to the Landlord for all losses, liabilities and damages sustained by reason of or during this Lease, excluding any future rental payments after the date of termination.

B. Upon any such early termination, if the Tenant fails to remove any of its property, signage, moveable equipment, and moveable fixtures referenced hereinabove within ten (10) business days after expiration or early termination of this Lease, then possession and title thereof shall thereupon be vested in the Landlord.

C. If Tenant shall default at any time in the payment of any monetary obligation when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant under this Lease, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted by Tenant, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Premises is not surrendered, Landlord may re-enter the Premises. Landlord shall have, in addition to the remedy herein

provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or in equity. Landlord shall use reasonable efforts to mitigate its damages.

14. Additional Charges. If Landlord has paid any sum or has incurred any obligations or expenses which Tenant has agreed to pay or reimburse Landlord for, or if Landlord is required to pay any sum or incur any obligation or expense by reason of the failure of Tenant to perform any of the covenants contained in this Agreement, or as a result of an act or omission of Tenant contrary to the covenants of this Agreement or on account of any negligence or omission of Tenant, then Tenant agrees to pay the sum so paid or the expense so incurred, including all interest, costs, damages, reasonable and documented attorneys fees and penalties, and the same may be added to any installment of rental thereafter due hereunder.

15. Indemnification of Landlord. Landlord shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Premises, or caused by or arising from any act or omission of Tenant, or any of its agents, employees, licensees, subcontractors or invitees, or by or from any accident, fire or other casualty occasioned by the failure of Tenant to maintain the Premises in safe condition. Tenant waives all claims and demands on its behalf against Landlord for any loss, damage, or injury and agrees to indemnify and hold Landlord entirely free and harmless from all liability for any loss, damage, costs or injury of other persons, and from all costs and expenses arising from any claims or demands of persons concerning any loss, damage, or injury, caused other than by the negligent or intentional act or omission of Landlord.

16. Insurance and Workers' Compensation.

A. Each party agrees to be responsible for any personal injury or property damage caused by the negligent actions, omissions, or use of the Premises by or through itself or its agents, employees, or invitees, and each party further agrees to defend itself and be responsible for those judgments and costs which arise from such negligent acts, omissions, or use. Nothing in this Lease shall impute or transfer any such responsibility from one to the other party hereto. Both parties shall maintain a policy of general liability insurance with the limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence, naming each other as an additional insured.

B. On securing the foregoing coverages, and prior to the effective date of this Lease, the Tenant and the Landlord shall give each other written notice of such coverages obtained by each of them, together with certificates of insurance evidencing the appropriate policies.

C. In any event of loss or damage to the Building, the Premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party hereto.

D. The Tenant shall maintain Workers' Compensation coverage on all its employees working at the Premises, and shall provide proof of such coverage upon the effective date of this Lease.

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

18. Mutual Non-Disparagement. Neither Tenant, nor Landlord will make any statements, orally, electronically, in writing or otherwise, to any third parties which harms, disparages, or otherwise casts an unfavorable light on the other or its reputation or standing in the business community or the community as a whole. This provision is not intended to limit the rights of either Landlord or Tenant to enforce the terms and conditions of this Lease

19. Notice. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States Certified Mail, Return Receipt Requested, or personally delivered, addressed as follows:

If to Landlord send it to:
Visitor Services Manager
Mill Creek MetroParks
Fellows Riverside Gardens
123 McKinley Avenue
Youngstown, Ohio 44509

If to Tenant send it to:
Business Name
Person Contact
Address 1
Address 2

Landlord and Tenant shall each have the right from time to time to change the place to which notice is to be given under this paragraph by written notice thereof to the other party.

20. Liquor Permit and Insurance

A. Liquor Permit. If desired, and with the prior approval of Landlord, which approval may be withheld in Landlord's sole discretion, Tenant may sell alcoholic beverages on the Premises. Without limiting generality of this provision, the appropriate liquor permits shall be obtained in the name of Tenant, and Tenant shall pay any charges associated with obtaining and maintaining those permits. Tenant shall deliver to Landlord copies of all liquor permits promptly upon receipt thereof.

- 1) Upon the expiration or earlier termination of this Lease Agreement, Tenant shall transfer all liquor permits obtained by Tenant for the premises to Landlord or Landlord's designee.
- 2) Landlord and Tenant agree to execute and deliver to the other, at any time and from time to time, all document, as may be necessary or appropriate to effectuate the transfer of such Liquor License or the Cancellation of it, as determined by Landlord, including without limitation, modifications or additions to this Lease Agreement or such documents as may be required by the State of Ohio Department of Liquor Control.
- 3) Notwithstanding the foregoing or any other provision of this Lease Agreement to the contrary, Tenant hereby appoints Landlord as agent and attorney-in-fact of Tenant to execute and deliver any and all of the foregoing documents, including without limitation, those expressly provided for herein, and those required by the Department of Liquor Control, which Tenant is authorized, permitted, or required to execute or deliver pursuant to this provision on behalf of Tenant, such power of attorney being coupled with an interest and being irrevocable during the term of this Lease Agreement.

B. Liquor Liability Insurance. If Tenant sells alcoholic beverages on the Premises (such sales being subject to the prior approval of Landlord as provided herein, and subject to Tenant obtaining all required liquor permits), Tenant shall maintain liquor insurance, including contractual liability coverage, by endorsement to commercial general liability insurance or otherwise, with limits of not less than \$2,000,000 per occurrence, and otherwise compliant with all aspects of the Insurance provision herein, as applicable. Said policy shall designate as an additional named insured "Board of Park Commissioners, Mill Creek Metropolitan Park District".

C. Tenant further agrees that it shall not transfer the Liquor Permit to any other person or entity without the prior written consent of Landlord.

D. Tenant further agrees to comply with all the rules, regulations and laws of the State of Ohio and the Ohio Department of Liquor Control including, but not limited to, the payment of all fees, taxes, and charges required in order to keep the Liquor Permit valid.

- 1) If Tenant receives any notice that it has failed to pay the appropriate fees, taxes or charges and that the Liquor Permit may be terminated, Tenant will immediately notify Landlord regarding said notice received.
- 2) Landlord shall then have the option, but not the obligation, to: (1) terminate this Lease Agreement; and/or (2) pay the taxes owed; and/or (3) file the escrowed documents and have the Liquor Permit transferred to Landlord or its designee after providing Tenant with fourteen (14) days prior written notice and receiving written confirmation from Tenant within fourteen (14) days that the

information contained in such documents is correct and valid as of the date of the proposed filing with the State.

- 3) Tenant agrees that any taxes paid by Landlord pursuant to this Lease Agreement are the ultimate responsibility of Tenant, and Tenant will reimburse Landlord for said payments.

21. Amendment. This Lease contains the complete understanding of the parties with respect to the subject matter herein and may only be modified or amended by a writing signed by both parties.

22. Compliance with Laws. In performing its obligations under this Lease, the Tenant shall comply with all applicable local, state, and federal laws and regulations, and the Tenant shall not unlawfully discriminate against anyone on the basis of race, sex, religion, disability, national origin, or veteran status.

23. No Assignment. The Tenant shall not assign this Lease without the prior written consent of the Landlord, which consent may be withheld in the sole discretion of the Landlord.

24. Governing Law. This Lease shall be governed, construed and interpreted by, through and under the laws of the State of Ohio, and venue for any disputes between the parties shall be in Mahoning County, Ohio.

25. Counterparts. This Lease may be executed in multiple counterparts, all of which shall be originals and which taken together shall constitute a single Lease between the parties.

WHEREFORE, the parties have executed this Lease by and through their duly authorized representatives as of the dates indicated next to their signatures.

Mill Creek MetroParks

By: _____
Aaron C. Young, Executive Director

Address: 7574 Columbiana-Canfield Road
Canfield, Ohio 44406

Date: _____

Business Name

By: _____
Person Name

Address: _____

Date: _____

Garden Café Equipment Exhibit

Fellows Riverside Gardens

Last updated: August 12, 2016

Edited by: Aaron C. Young, *Executive Director*



The following is a listing of equipment owned by Mill Creek MetroParks and associated with the Garden Café.

Kitchenette (small prep kitchen area behind café)

- (1) Manitowoc ice maker with external filter on wall
- (2) sinks

Café (inside)

- (2) Eagle group (brand) 2x2' stainless steel tables with 2 shelves
- (2) 6' stainless steel carts/cabinets
- (2) 2x2' silver square trash can
- (16) tables with corresponding blue chairs

Café terrace (outside)

- All gray metal tables and corresponding chairs
- All teak benches/tables
- Weber (brand) portable grill

Durkin room

- flower cooler
- 3 door fridge (Delfield)

Lower Kitchen

- (1) Metro Flavor View (brand) portable warming unit
- (2) South Bend (brand) convection ovens
- (1) US Range (brand) 10-burner gas stove
- (1) freestanding stainless steel counter
- (1) GE (brand) microwave
- (1) Hamilton Beach (brand) toaster oven
- (1) three door Delfield (brand) refrigerator/freezer
- (1) Manitowoc (brand) ice maker with external wall filter
- (1) In Sink Erator (brand) garbage disposal
- (4) 5' stainless steel table with one shelf on bottom
- (1) Eagle (brand) integrated sink
- (2) unknown brand integrated sink
- (2) black portable 3-shelved cart