

PAVILION LEASE AGREEMENT

THIS PAVILION LEASE AGREEMENT ("Agreement") is made on this _____ day of _____ ,
by and between ROGERS COMMUNITY AUCTION, INC., an Ohio Corporation (hereinafter called "LESSOR"), and _____
called "LESSEE"). The parties to the Agreement, each intending to be legally bound, have agreed as follows:

- 1. In consideration of the rents and covenants herein contained on the part of the LESSEE to be paid and performed, LESSOR does hereby lease to LESSEE Space Number(s) _____ in pavilion building _____ (the "Space") located at the ROGERS COMMUNITY AUCTION 45625 State Route 154, Rogers, Ohio 44445 in its current condition "AS IS".
- 2. In addition to the payments hereinafter set forth, LESSEE shall pay rent for the Space, in such amount as may be determined by LESSOR from time to time and which shall be posted at LESSOR'S office, each Friday. Said rent shall be paid to LESSOR in advance on or before the first day of each month.
- 3. LESSEE agrees not to use or occupy the Space for any unlawful purpose and agrees to conform to and obey all present and future laws, ordinances, rules, regulations, requirements and orders of the United States of America, State of Ohio, and of any and all governmental authorities and agencies, and the rules and regulations as may be adopted by LESSOR (herein "Laws and Rules") respecting said Space and the use and occupation thereof. Failure by LESSEE to obey all Laws and Rules, as may be determined by the LESSOR, in its sole discretion, will result in immediate termination of this Agreement and LESSEE's eviction from the Space and LESSEE shall forfeit all of his rights, lease, and rental monies theretofore paid to LESSOR.
- 4. LESSEE shall not assign or sublet the Space or any part thereof without the prior written consent of LESSOR.
- 5. LESSEE SHALL NOT CAUSE OR PERMIT TO EXIST ANY DISRUPTIVE ACTIVITY AT THE SPACE AREA AND LESSEE DOES HEREBY ACKNOWLEDGE THAT "DISRUPTIVE ACTIVITY" SHALL BE SUCH ACTIVITY AS MAY BE DETERMINED AS SUCH BY THE LESSOR, IN ITS SOLE DISCRETION. In the event LESSOR does determine that LESSEE has caused or permitted such prohibited Disruptive Activity, LESSEE shall, upon the direction of LESSOR, immediately vacate the Space and this Agreement will be terminated and LESSEE shall forfeit all of his rights, lease, and rental monies theretofore paid to LESSOR.
- 6. LESSEE further agrees that the LESSOR shall not be liable for any loss or damage to any personal property in the case of fire, theft or other casualty or for any injury to LESSEE or LESSEE'S agents or customers and he does hereby agree to defend and hold LESSOR harmless from any such claims, losses, liability or damage.
- 7. LESSEE further agrees to permit the LESSOR or his agents to enter upon said Space at all reasonable times to examine the condition of the same and for the purpose of making such repairs as the LESSOR may think necessary for the safety or preservation of said Space or building.
- 8. LESSEE further agrees to keep the interior and exterior of the Space in such condition and repair as the same now are, damage by fire or unavoidable casualty and natural wear and tear only acceptable. LESSEE is responsible for any damage to Space.
- 9. In consideration of LESSEE'S payment of **\$250.00 dollars per space** (herein "Lease Consideration"), the receipt of which is hereby acknowledged by LESSOR, the LESSOR hereby grants unto LESSEE the right, privilege and obligation to rent said Space at the prevailing weekly rate, as determined by LESSOR for a period of two (2) years from the date hereof (herein "Term"). LESSEE hereby agrees to pay such obligation but limited to the period of May 1st through October 31st of each year. In the event the space is utilized by LESSEE before or after said period, the posted weekly rental shall be paid. At the expiration of the Term, the Agreement and Lease Consideration will be renegotiated by the parties. LESSOR reserves the right to terminate this Agreement during the Term by providing LESSEE with thirty (30) days written notice of LESSOR's decision to terminate this Agreement. Upon said termination, LESSEE must vacate and remove all property from the Space and LESSEE shall receive a pro-rated refund of the unused portion of the two (2) year Lease Consideration LESSEE has paid for the Term period.
- 10. LESSEE further agrees to give LESSOR at least thirty (30) days written notice prior to LESSEE'S vacation of said Space.
- 11. It is mutually agreed by and between the parties that any assignment of this Agreement by LESSEE must be authorized by and thereafter transferred through LESSOR's office from LESSOR's list of available concessionaires. LESSEE shall pay to LESSOR fifteen percent (15%) of any consideration paid to LESSEE by any such ASSIGNEE as a transfer fee that will release the LESSEE from any further obligation under this Agreement.
- 12. LESSEE agrees that it and the Space will be open for business per posted hours, which are subject to change, from May 1st through October 31st, unless LESSEE has provided LESSOR with notice of cancellation for the entire day.
- 13. LESSEE agrees that if LESSEE fails to pay the total sum due each month for the Space at the prevailing rate on or before the first day of each calendar month, he will forfeit his Lease Consideration and rights, this Agreement, and the Space.
- 14. LESSEE shall remove all items of personal property from the Space each Friday night.
- 15. It is further mutually agreed by and between the LESSOR and LESSEE that no modification of this Agreement shall be made, unless such modification is reduced to writing and signed by both the LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement on the day and year set forth below their signatures.

IN PRESENCE OF: _____ ROGERS COMMUNITY AUCTION, INC.
BY _____ LESSOR

LESSEE

REASSIGNMENT OF LEASE

DATE _____ received \$ _____ from

ASSIGNOR
_____ for the assignment of the remainder of the Pavilion Lease Agreement on Space _____.
ASSIGNEE

The transfer fee of \$ _____ has been paid to Rogers Community Auction, Inc. by _____.
Any special conditions pertaining to the assignment of this Space:

APPROVED BY:
ASSIGNOR: _____ ROGERS AUCTION: _____

ASSIGNEE: _____

SAMPLE