LEASE AGREEMENT
TANGEMAN TABLE AND KIOSK RENTALS

This lease agreement ("Agreement") is made and entered into this ____ day of ____________, 20__ by and between the UNIVERSITY of Cincinnati, a state institution of higher education organized under Section 3361 of the Ohio Revised Code., hereinafter referred to as the “UNIVERSITY” and ______, hereinafter referred to as the “TENANT”.

For and in consideration of the mutual covenants and agreements contained herein, the UNIVERSITY hereby rents and leases to TENANT, and TENANT hereby rents and leases from the UNIVERSITY, certain premises in the UNIVERSITY’s student union known as Tangeman University Center, and described in Section 2, LEASED PREMISES, below, upon the terms, covenants, and conditions contained herein.

1. PARTIES
   A. UNIVERSITY
      MainStreet Operations
      265 Tangeman University Center
      2766 UC MainStreet
      PO Box 210220
      Cincinnati, OH 45221 – 0220

   B. TENANT

   _____________________________________________
   _____________________________________________
   _____________________________________________
   _____________________________________________

2. LEASED PREMISES
   LEASED PREMISES shall consist of one or more of the following (write in the number of tables or kiosks leased, where applicable):

   ____ table(s) in the Tangeman University Center ("TUC") Plaza,
   ____ table(s) in the TUC Atrium,
   ____ table(s) in BearCat Pavilion,
   ____ table(s) in the Campus Recreational Center (East)
   (note, this does not refer to the Fitness Center at CARE/Crawley),
   ____ table(s) in the Campus Recreational Center (West),

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___ table(s) in the TUC ExpressMart Lobby, and/or

___ kiosk(s) in the TUC Atrium.

TENANT shall make no temporary or permanent modifications to the LEASED PREMISES and shall not move the LEASED PREMISES outside its designated area without the express written permission of the UNIVERSITY.

In inclement weather, TENANT’s leasing tables in the TUC Plaza, the BearCat Pavilion, or the Campus Recreation Center (East) or (West) may be moved to the TUC Atrium.

3. TERM
The term of this lease (“TERM”) shall commence on: ______ and shall end on: ________. The TERM of the Lease shall include the following days of the week (check all that apply):

______ Mondays – Fridays
______ Saturdays
______ Sundays

The total number of days in the TERM shall be: ______ days.

4. RENT
A. Per the attached schedule, TENANT’s daily fee for the LEASED PREMISES shall be: ________. The total amount of Rent due by TENANT to UNIVERSITY shall be the TENANT’s daily fee for the LEASED PREMISES multiplied by the total number of days in the TERM.

B. All rent due to the UNIVERSITY shall be paid within one week of the termination of the tenancy created by this Lease.

C. Should TENANT fail to pay any rent or costs or other charges when due, then a payment of late charges not to exceed 15 percent (15%) per annum plus a 50 dollar ($50) late charge for processing of late payment will be required. This amount shall accrue from and after the first day following the date on which any such sum shall be due and payable, and such interest shall be paid by TENANT to the UNIVERSITY at the time of payment of the sum upon which such interest shall have accrued.

5. COMMON AREAS
A. UNIVERSITY shall make available within the Tangeman University Center such common areas including but not limited to a loading dock, ingress and egress into the premises, and other facilities as the UNIVERSITY in its sole discretion shall
deem appropriate. It is hereby expressly understood and agreed by the UNIVERSITY and the TENANT that the UNIVERSITY shall operate, manage, equip, light, repair, and maintain said common areas for their intended purposes in such manner as the UNIVERSITY in its sole discretion shall determine; and the UNIVERSITY reserves the right to change from time to time the size, location, nature, and use of any common area, to sell or lease any portion thereof, and to make additional installations therein, and to move and remove the same.

B. TENANT and its officers, employees, customers, and invitees shall have the non-exclusive right, in common with the UNIVERSITY and all others to whom the UNIVERSITY has or may hereafter grant rights, to use the common areas as designated from time to time by the UNIVERSITY subject to such reasonable rules and regulations as UNIVERSITY may from time to time impose. TENANT agrees after notice thereof to abide by such rules and regulations and to use its best efforts to cause its officers, employees, agents, customers, and invitees to conform thereto. The UNIVERSITY may at any time close temporarily any common area to make repairs; and the UNIVERSITY may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof. Neither TENANT nor its employees, concessionaires, or agents shall solicit business in any UNIVERSITY parking lot or other common area or distribute any handbills or other advertising matter in or on any automobiles parked therein. It is expressly understood and agreed that the sales and solicitation policy of the UNIVERSITY governs the sales and solicitation or other advertising on the University of Cincinnati campus.

6. SAFETY COMPLIANCE, REPAIRS AND MAINTENANCE
   A. TENANT shall use and occupy said premises in a safe and careful manner and shall comply with all applicable municipal, state and federal laws, and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force and effect during the tenancy period.

   B. TENANT shall at all times keep the leased premises in good order, condition, and repair, and in a reasonably satisfactory condition of cleanliness. At the commencement of the lease term, the table(s) shall be in good condition and undamaged. TENANT will, at its own expense, repair anything thereafter broken or damaged.

7. PRODUCTS ON DISPLAY/USE OF LEASED PREMISES
   A. TENANT covenants and agrees not to use the LEASED PREMISES for any purpose other than that approved by UNIVERSITY. Products, items, and/or services on display or for sale must comply with existing UNIVERSITY policies, procedures, and contracts. The rights to all food and drink concessions are reserved by UNIVERSITY. THE SALE OR DISTRIBUTION OF ALCOHOL IS NOT PERMITTED. The UNIVERSITY may enforce this provision by cancellation of this lease, injunctive or other equitable action, the UNIVERSITY shall, among other things, be entitled to recover attorney’s fees and costs.
B. TENANT’s use of the LEASED PREMISES shall be subject, at all times during the lease term, to the UNIVERSITY’s right to adopt from time to time, modify, and/or rescind reasonable rules and regulations not in conflict with any of the express provisions hereof governing the use of the leased area. It is understood and agreed that UNIVERSITY hereby reserves the right to control and manage Tangeman University Center and to enforce all necessary and proper rules for the management and operation of the same.

C. All portions of the sidewalks, gates, doors roadways, vestibules, and all ways of access to public utilities and other areas of the Tangeman University Center shall be kept unobstructed by the TENANT and shall not be used for any purpose other than ingress or egress to and from the premises by the TENANT.

D. TENANT will not place or suffer to be placed or maintained on any exterior or interior door, wall, or window of the Tangeman University Center any sign, awning or canopy, or advertising matter, or other thing of any kind.

E. TENANT covenants that it will not display any merchandise or maintain any stands in front of the LEASED PREMISES; erect or maintain any barricade or scaffolding which may obscure the signs of any other TENANT, or tend to interfere with any such other TENANT’s business; create or maintain, or allow others to create or maintain, any nuisances, including without limiting loud noises, sound effects, offensive odors, and smoke or dust in or about the premises; commit any waste; maintain or allow to be maintained any excessively bright lights, changing, flashing, or flickering lighting.

F. If TENANT’s use of LEASED PREMISES involves any cooking on a grill or similar appliance, TENANT shall, at all times, place a protective tarp underneath the grill or similar appliance. Any cooking on a grill or similar appliance shall be approved, in advance, by UNIVERSITY and shall be limited to the following outdoor sites: TUC Plaza, BearCat Pavilion, Campus Recreation Center (East) and Campus Recreation Center (West).

8. RELATIONSHIP OF THE PARTIES
   Nothing herein contained shall be deemed or construed as creating the relationship of employer and employee, principal and agent or partnership or joint venture between the parties hereto. TENANT assumes full responsibility for the actions of TENANT’s personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker’s compensation and disability benefits.

9. INDEMNIFICATION
   A. TENANT shall indemnify and save harmless the UNIVERSITY and its officers and employees from all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney’s fees, arising out of any liability for death, injuries or damages to persons or property sustained by or claimed to have
been sustained by anyone whomsoever, by reason of the use or occupation of the facilities hereinabove described, whether such use is authorized or not, or by any act or omission of TENANT or any of its agents or employees.

B. TENANT shall maintain insurance with a $1,000,000 limit, naming the UNIVERSITY of Cincinnati as coinsured and covering the aforementioned liability and evidence of such shall be furnished to the UNIVERSITY on request. The insurance company is to notify UC if coverage lapses. Certified copies of the above insurance policy or a certificate evidencing the existence thereof or a binder shall be delivered to UNIVERSITY upon the execution of the rental agreement. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving five (5) days written notice to the UNIVERSITY.

10. LOSS OF FACILITY FIRE AND CASUALTY
   A. TENANT hereby expressly waives any and all claims for compensation for any and all losses or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system or electrical system leading to or on the demise premises. In the event the Tangeman University Center or any part thereof is damaged by fire or if for any other reason, including strikes, failures of utilities, or any act of God, which, in the judgment of the UNIVERSITY renders the fulfillment of this rental agreement by the UNIVERSITY impossible, the TENANT hereby expressly releases and discharges UNIVERSITY and its agents from any and all demands, claims, actions and causes of actions arising out of any of the causes aforesaid. However, in the event the building shall be damaged by fire or other casualty which prevents access to the leased space, the rent shall be abated accordingly.

   B. The UNIVERSITY shall not be liable for any damage to property of TENANT or of others located on the LEASED PREMISES, by theft or otherwise. All property of TENANT kept or stored on the leased premises shall be so kept or stored at the risk of TENANT only, and TENANT shall hold the UNIVERSITY harmless from any claim arising out of damage to the same, including subrogation claims by TENANT’s insurance carriers.

11. TAXES
    TENANT covenants and agrees to pay promptly when due all taxes imposed upon its business operation and its personal property situated in the LEASED PREMISES. UNIVERSITY shall not be responsible for the payment of any taxes arising out of or connected with the use of the premises by the TENANT. The TENANT shall be responsible and required to pay to the UNIVERSITY an amount sufficient to discharge all taxes which may arise from or in connection with the TENANT’s use of the premises upon demand.

12. TERMINATION/DEFAULT
TENANT hereby mortgages and pledges the property of TENANT for the purpose of securing the payment of all rents, charges and other sums herein provided to be paid. If TENANT fails to pay any rental due hereunder or if TENANT defaults in fulfilling any of the covenants, conditions, or terms of this lease, the UNIVERSITY may give TENANT notice thereof. If such default is not remedied within five (5) days following such notice, all of the TENANT’s rights under this lease shall terminate, and TENANT shall immediately quit and surrender the premises to the UNIVERSITY, but TENANT shall continue to be liable for the payment of rent and other sums due hereunder. Upon default, UNIVERSITY may take possession of any and all of TENANT’s property and hold and advertise the property or properties for sale and upon such sale shall apply the proceeds therefrom to the satisfaction of any amounts due UNIVERSITY and shall pay to the TENANT any sums remaining therefrom, if there are any. This remedy is not exclusive and UNIVERSITY may, at its discretion, pursue any appropriate remedy to recover all or any deficits remaining of the above mentioned rents, charges and other sum.

13. SURRENDER OF LEASED PREMISES

At the expiration of the tenancy hereby created, TENANT shall surrender the LEASED PREMISES in the same condition as the LEASED PREMISES were in upon delivery of possession thereof to TENANT, and TENANT shall surrender all keys for the LEASED PREMISES to the UNIVERSITY at the place then fixed for the payment of rent. Unless special arrangements have been made between UNIVERSITY and TENANT any property left in or on the premises by the TENANT shall, two (2) days after the event, be deemed abandoned and become property of UNIVERSITY to be disposed of or utilized at UNIVERSITY’s discretion.

14. MISCELLANEOUS.

A. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.

B. The TENANT shall not assign, sublet, or transfer the premises leased hereunder without prior written consent of the UNIVERSITY.

C. It is understood and agreed that the waiver at any time of any of the terms of this Agreement by either party is neither a waiver as to any future default by the other party nor a waiver of any other provision of this Agreement.

D. No modification of any provision of this Agreement shall be valid unless it is in writing and agreed upon by both the UNIVERSITY and TENANT.

E. If any provision or application of any provision of this Agreement is determined by a court of competent jurisdiction to be deemed invalid or unenforceable, the remaining provisions of the Agreement shall remain valid and in full force and effect.
F. The parties to this Agreement that in connection with rendering services under this Agreement that they shall not discriminate against any person or group of persons on the basis of race, color, religion, gender, age, national origin, ancestry, veteran status or disability.

G. Tenant shall comply with all federal, state and municipal laws and regulations.

H. The individual signing below on behalf of TENANT hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of TENANT and that this Agreement is binding upon TENANT in accordance with its terms.

I. All matters not authorized expressly by the terms of this contract or its attachments shall be reserved to the discretion of UNIVERSITY.

J. This lease agreement and the attachments hereto constitute the entire Agreement between the parties and shall be governed and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the UNIVERSITY and the TENANT have duly executed this lease as of the day and year first above written, each acknowledging receipt of an executed copy hereof.

UNIVERSITY of Cincinnati

By: ____________________________  Date: __________________
Name: __________________________
Title: __________________________

TENANT:

By: ____________________________  Date: __________________
Name: __________________________
Title: __________________________