

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is executed effective the \_\_\_\_ day of \_\_\_\_\_ 2024 ("Effective Date"), by and between West Lafayette Community School Corporation, with a mailing address for notice purposes of 1130 N. Salisbury Street, West Lafayette, IN 47906 ("Landlord") and The Church in Lafayette Inc., with a mailing address for notice purposes of P.O. Box 3794, West Lafayette, IN 47906 ("Tenant").

### **ARTICLE I DEFINITIONS AND BASIC PROVISIONS**

1.1 General. Each of the following basic provisions shall be construed in conjunction with and limited by references thereto in other provisions of this Lease.

1.2 Definitions. The following terms shall have the following meanings:

"Additional Rent" shall mean, with the exception of Base Rent (defined below), any payment of monies called for herein to be made by Tenant to Landlord.

"Law(s)" means all federal, state, and local laws, rules and regulations, all court orders, all governmental directives and governmental orders, and all restrictive covenants affecting the Leased Premises (defined below).

"Rent" shall mean Base Rent and Additional Rent.

"Tenant Party" or "Tenant Parties" shall include Tenant, any assignees claiming by, through, or under Tenant, any subtenants claiming by, through, or under Tenant, and any agents, contractors, employees, invitees of the foregoing parties.

### **ARTICLE II LEASED PREMISES**

2.1 Leased Premises. The leased premises consist of Room 101 ("Library") on Sundays from 9:00 am to 1:00 p.m., Room 151 on Sundays from 9:00 a.m. to 1:00 p.m., and the Cafeteria one Sunday per month from 1:00 p.m. to 2:30 p.m., with at least two months' prior notice to the School Corporation Facilities Director or Designee, all of which premises are located on the property commonly known as 1200 N. Salisbury Street, West Lafayette, Indiana ("Property").

### **ARTICLE III TERM**

3.1 Term. The term of this Lease shall commence on July 1, 2024 and end on June 30, 2025 ("Term"), unless sooner terminated in accordance with the terms of this Lease.

3.2 Right to Terminate. Landlord reserves the right to terminate this Lease for any reason by providing Tenant sixty (60) days advance written notice of termination.

3.3 Extension. The parties may agree in writing to extend the lease term beyond June 30, 2025 upon mutually acceptable terms and conditions.

**ARTICLE IV  
BASE RENT; PAYMENTS**

4.1 Base Rent. During the Term, Tenant shall pay Landlord base rent as follows (“Base Rent”):\$1,200.00 due and payable on July 12, 2024 and an equal sum on the 12<sup>th</sup> of each succeeding month.

4.2 Partial Payments. Any partial payments shall be applied to the earliest installment due, and no endorsement or statement on any check or any letter accompanying any check or payment as to same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord’s right to recover the balance of such installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Lease.

4.3 Past Due Payments. If any amount due under this Lease remains unpaid thirty (30) days after it is due, a late charge of Fifty Dollars (\$50.00) may be charged by Landlord. In the event Landlord receives a check from Tenant which is returned by Tenant’s bank for insufficient funds, Landlord may thereafter require that all checks be bank certified or cashier’s checks. In addition, all bank service charges resulting from any returned or non-sufficient funds check shall be paid for by Tenant upon demand by Landlord.

4.4 United States Currency. All payments due under this Lease from Tenant to Landlord shall be paid in United States currency.

4.5 Address for Payments. All payments should be made payable to Landlord and delivered to Landlord at the address set forth in the introductory paragraph above, or to such other location as Landlord shall notify Tenant in writing.

4.6 General. All Rent due hereunder shall be payable without previous demand, without set-off or deduction, and without relief from valuation and appraisal laws.

**ARTICLE V  
COMMON AREA**

5.1 Common Area. As used herein, the term “Common Area” shall mean that part of the Property designated by Landlord from time to time for the common use of all tenants and other occupants of the Property, including equipment, signs, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways, restrooms, and all other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Landlord’s sole management and control and shall be operated and maintained in such manner as Landlord, in its discretion, shall determine. Landlord reserves the right to construct, maintain, and operate lighting and other facilities, temporary and/or permanent improvements and buildings, equipment and signs on all parts of the Common Area; increase, reduce or change the number, size, height, layout, or locations of buildings, walks, parking and/or common areas now or hereafter located on the Property; to police the Common Area; to restrict parking by tenants and other occupants of the Building and their employees, agents and invitees; to close temporarily all or any portion of the Common Area to make repairs, changes or to avoid public dedication; and to employ and discharge personnel with respect to maintenance of the

Common Area. All Tenant Parties shall comply fully with all rules and regulations which Landlord may establish for the Building or Property from time to time. Landlord may change such rules and regulations or promulgate other rules and regulations for the safety and/or cleanliness of the Building or Property and for preservation of good order therein. Tenant shall further be responsible for the compliance with such rules and regulations by each other Tenant Party.

## **ARTICLE VI AS-IS CONDITION**

**6.1** AS-IS CONDITION. Tenant acknowledges that Tenant has inspected the Leased Premises and the Common Area and accepts the Leased Premises and Common Area in “AS-IS” condition for all purposes. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, IT IS UNDERSTOOD AND AGREED THAT THE LEASED PREMISES ARE BEING LEASED “AS-IS”, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BY LANDLORD EXCEPT AS EXPRESSLY SET FORTH HEREIN. LANDLORD HAS NOT MADE (EXCEPT AS EXPRESSLY SET FORTH HEREIN) ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES, ITS CONDITION (INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING SUITABILITY, HABITABILITY, QUALITY OF CONSTRUCTION, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE), ENVIRONMENTAL CONDITION OR COMPLIANCE WITH ENVIRONMENTAL OR OTHER APPLICABLE LAWS, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR ITS OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT TENANT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES PRIOR TO THE EXECUTION OF THIS LEASE.

## **ARTICLE VII SIGNS**

**7.1** Signs. Tenant shall not inscribe, affix, or display any sign on any part of the outside of the Leased Premises or Building, except as approved in writing in advance by Landlord, and then only in such place, number, size, color and style as approved by Landlord, which approval shall not be unreasonably withheld. If any such sign, advertisement or notice is improperly exhibited, Landlord shall have the right to remove the same, and Tenant shall be liable for any and all expenses incurred by Landlord therefor. All signs, and the design thereof, shall conform with applicable ordinances, regulations, laws, rules, and codes. Tenant shall bear the expense of all signs relating to Tenant’s use or occupation of the Leased Premises.

## **ARTICLE VIII PARKING**

**8.1** Parking. Tenant Parties shall be permitted to use the parking lot which is a part of the Property (“Parking Lot”). Landlord, Landlord’s employees, administrators, agents, invitees, contractors, and agents shall also have the use of the Parking Lot. Landlord has no obligation to designate any parking spaces in the Parking Lot for any Tenant Party’s exclusive use.

**8.2** Snow Removal. Tenant, at its cost and expense, shall be responsible for clearing and removing snow and ice from the sidewalks, driveways, and parking areas located on, or providing access to, the Property on Sunday.

**ARTICLE IX  
UTILITIES**

9.1 Utilities. Tenant shall be responsible for telephone service and shall promptly pay when due all charges for telephone service. Landlord shall be responsible for all other utilities, including but not limited to internet, trash removal, electricity, water, and gas.

9.2 Interruption of Service. Landlord shall not be liable to Tenant, or any other person or entity whatsoever, for abatement of Base Rent as a result of, or for any other loss or damages whatsoever occurring in connection with, any interruption or failure whatsoever in utility services and Tenant shall comply with all terms and provisions of this Lease notwithstanding any such failure or interruption.

**ARTICLE X  
PERMITTED USE**

10.1 Permitted Use. Tenant shall use and occupy the Leased Premises for the purposes associated with a church and other related activities as might be found in any church (collectively, the "Permitted Uses") and for no other purpose without the prior written consent of Landlord. Tenant further agrees as follows:

- a. Tenant shall not use the Leased Premises for any unlawful purpose or act and Tenant shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency relating to Tenant's use and/or occupation of the Leased Premises.
- b. Tenant shall not commit or permit waste or damage to the Leased Premises.
- c. Tenant shall not keep anything within or about the Leased Premises or use the Leased Premises in a manner which causes an increase in the insurance cost or invalidates any insurance policy carried on the Leased Premises or any other part of the Building or Property. Tenant shall pay, as Additional Rent, upon demand of Landlord, any such increased cost due to any Tenant Party's use of the Leased Premises.
- d. All garbage and refuse shall be properly stored in trash containers and properly and timely disposed of by Tenant.
- e. No loudspeakers, television, phonographs, radios, or other devices shall be used in a manner so as to be heard other than by persons who are within the Leased Premises without the prior written consent of Landlord.
- f. Tenant shall not permit any objectionable or unpleasant odors to emanate from the Leased Premises.
- g. Tenant shall keep all parts of the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- h. The plumbing facilities in the Leased Premises shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and

the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.

- i. Tenant shall not conduct or operate within the Leased Premises any fire, auction, bankruptcy or “going out of business” sales.
- j. Tenant shall not permit any church attendees to use areas other than those stated in this Lease Agreement.

10.2 Cleaning of Leased Premises. Tenant shall take good care of the Leased Premises, and shall keep the Leased Premises in a clean and safe condition. Tenant shall be responsible for hiring, obtaining, and/or providing custodial services for the Leased Premises on a regularly scheduled basis.

## **ARTICLE XI ALTERATIONS; MAINTENANCE AND REPAIRS; NO LIENS**

11.1 Alterations to Leased Premises. Tenant shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Landlord. All alterations or construction work done by Tenant within the Leased Premises shall be performed in a good and workmanlike manner, in compliance with all Laws. Tenant shall reimburse Landlord for all reasonable out-of-pocket costs and expenses incurred by Landlord in reviewing a request by Tenant to make alterations, additions, or improvements to the Leased Premises regardless of whether the request is approved. All alterations, additions, improvements and fixtures (other than unattached, movable trade fixtures) which may be made or installed by Tenant pursuant to this Section 11.1 shall remain upon and be surrendered with the Leased Premises and become the property of Landlord upon the expiration or earlier termination of this Lease, unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Leased Premises to its original condition at Tenant's expense. Tenant shall, at its expense, promptly repair any damage caused by any such removal or work. If Tenant fails to deliver the Leased Premises in the condition aforesaid, then Landlord may restore the Leased Premises to such condition at Tenant's expense.

Landlord's consent to or approval of any alterations, additions or improvements (or the plans therefor) shall not constitute a representation or warranty by Landlord, nor Landlord's acceptance, that the same comply with sound architectural and/or engineering practices or with all applicable Laws, and Tenant shall be solely responsible for ensuring all such compliance.

11.2 No Liens Permitted. No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Leased Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Leased Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Leased Premises, or for or on account of any matter or thing whatsoever; and nothing in this Lease contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event that any such lien shall be filed, Tenant shall cause such lien to be released within ten (10) days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further rental hereunder at the next rental payment date.

11.3 Maintenance and Repairs. Landlord, at Landlord's cost and expense, shall maintain the Leased Premises and make all needed maintenance, repairs, and replacements to the Leased Premises, only for that portion of the building that Tenant occupies, unless said repair, replacement, or item of maintenance was caused by, arises out of, or relates to the negligence, gross negligence, or intentional act of a Tenant Party, in which case the Tenant shall bear the entire cost of same. Landlord shall be responsible for all maintenance, replacement, or repairs concerning the structure of the building and the leased premises, including and not limited to the roof, doors, windows and exterior walls. Landlord shall also be responsible for plumbing and HVAC.

## **ARTICLE XII ENVIRONMENTAL**

12.1 Hazardous Substances. The term "Hazardous Substances," as used in this Lease, shall mean pollutants, contaminants, toxic or hazardous wastes, materials, or substances, the removal of which is required or the use or storage of which is restricted, prohibited, regulated or penalized by any "Environmental Law." The term "Environmental Law" shall mean any federal, state, or local law, regulation, code, or ordinance relating to pollution or protection of the environment. Tenant agrees that no activity will be conducted by any Tenant Party on or about the Leased Premises or Property that will produce any Hazardous Substance (excluding normal cleaning supplies of types and in quantities customarily used and stored in connection with a business similar to the Permitted Uses, provided such use and storage are in compliance with any Environmental Law); the Leased Premises will not be used in any manner for the storage of any Hazardous Substances; no portion of the Leased Premises will be used as a landfill or a dump; Tenant will not install any underground tanks of any type; Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; and Tenant will not permit any Hazardous Substances to be brought into the Leased Premises. If any such Hazardous Substance is so brought or found located in or on the Leased Premises, the same shall be immediately removed by Tenant, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws, by Tenant, at Tenant's sole expense. If, at any time during or after the Term Tenant shall, by act or omission, breach any of its obligations under this Section 12.1, Tenant shall indemnify, defend and hold harmless Landlord from any and all claims, demands, actions, liabilities, penalties, fines, causes, damages, losses (including any loss in fair market value) and obligations of any nature (including attorneys' fees and litigation costs) arising from, caused by, relating to, or as a result thereof. The foregoing indemnification shall survive the expiration or earlier termination of this Lease.

## **ARTICLE XIII ACCESS TO LEASED PREMISES**

13.1 Landlord's Right of Access. Upon reasonable notice to Tenant, Landlord shall have the right to enter upon the Leased Premises at any reasonable time (and at any time during an emergency, as determined by Landlord in its sole but reasonable discretion) for the purpose of inspecting the same, or of making repairs to the Leased Premises, or of making repairs, alterations or additions to adjacent premises, or of showing the Leased Premises to prospective purchasers, lenders or lessees. Tenant waives any claim on account of any inconvenience to Tenant's business, interference with Tenant's business, or loss of occupancy or quiet enjoyment of the Leased Premises. Nothing within this section shall impose upon Landlord an obligation to repair or alter the Leased Premises.

**ARTICLE XIV  
INSURANCE; SUBROGATION; INDEMINIFICATON**

14.1 Certificate of Insurance. Tenant shall furnish Landlord a certificate or certificates of insurance naming Landlord as a named insured under the Tenants Public Liability and Property damage insurance. Landlord shall be included and/or named as an additional insured on each such certificate(s).

14.2 Subrogation. Landlord and Tenant each hereby waive and release any and all rights of recovery which it might have against the other for any loss or damage, whether or not caused by any alleged negligence of the other party, its agents, licensees or invitees, to the extent that such loss or damage is or would be covered by any insurance required to be maintained under this Lease. All policies referred to in this Article XIV shall contain a clause waiving rights of subrogation against the Landlord and Tenant as applicable.

14.3 Indemnification. Tenant assumes all risks and responsibilities for accidents, injuries or damages to person or property and agrees to indemnify, defend and hold Landlord harmless from any and all claims, liabilities, damages, injuries to person (including, without limitation, death), injuries to property, losses, costs and expenses (including attorneys' fees) arising from or in connection with the condition, use or control of the Leased Premises and any improvements thereon during the Term (collectively, the "Damages"); provided, however, that Tenant shall not indemnify, defend, or hold Landlord harmless from any Damages arising from, relating to, connected with, or caused by Landlord's negligence or willful misconduct or that of Landlord's employees, servants, agents, contractors, or assigns.

Tenant shall be liable to Landlord for any damages to the Leased Premises and for any act done by Tenant, any Tenant Party, or any person coming on the Leased Premises by the license or invitation of Tenant, expressed or implied (except Landlord, its agents or employees); provided, however, that Tenant shall not be liable to Landlord for any damages to the Leased Premises arising from, relating to, connected with, or caused by Landlord's gross negligence or willful misconduct or that of Landlord's employees, servants, agents, contractors, or assigns.

14.4 No Liability. Landlord shall not be liable for, and Tenant waives all claims against Landlord for, any injuries, damages (including but not limited to, consequential damages) or losses or injuries of or to person (including, without limitation, death), property or otherwise, sustained by Tenant; provided, however, that Tenant does not waive any claims that it may have against Landlord for injuries, damages, and/or losses or injuries of or to person, property or otherwise caused by the gross negligence or willful misconduct of Landlord or Landlord's employees, servants, agents, contractors, or assigns. All property of Tenant kept or stored in, upon or about the Leased Premises shall be so kept or stored at the sole risk of Tenant and Tenant shall hold Landlord harmless from any claims, costs or expenses, (including attorneys' fees), arising out of damage thereto except where such damage is caused by the negligence or willful misconduct of Landlord or Landlord's employees, servants, agents, contractors, or assigns.

**ARTICLE XV  
CASUALTY; EMINENT DOMAIN**

15.1 Casualty. In the event the Leased Premises shall be damaged or destroyed during the Term, Landlord shall promptly proceed to repair, restore, replace, or rebuild the Leased Premises (excluding restoration of any alterations made by Tenant to the Leased Premises) to substantially the same condition in which the same were immediately prior to such damage or destruction, and Landlord thereafter shall diligently prosecute said work to completion without delay or interruption.

Notwithstanding the forgoing, if the damage to the Leased Premises is so substantial that (a) the repair, restoration or rehabilitation of such damage cannot reasonably be expected to be substantially completed within 180 days from the date of such damage, (b) the damage to the Leased Premises is so substantial that the estimated repair costs exceed \$100,000, (c) the damage occurs within the last twelve (12) weeks of the Term, or (d) the Building is damaged to the extent of fifty percent (50%) or more of the monetary value thereof and Landlord elects not to rebuild the Building, then either party may elect to terminate this Lease by giving written notice to the other party within thirty (30) days of the date of such casualty. Furthermore, notwithstanding the foregoing, in no event shall Landlord's obligation to repair, restore, replace, or rebuild the Leased Premises exceed the amount of the insurance proceeds received by Landlord in connection with such casualty.

In the event the Leased Premises, or any part thereof, are destroyed or damaged to the extent the Leased Premises cannot be occupied due to such casualty ("Untenantable Premises"), there shall be an abatement of Base Rent due Landlord by Tenant for the period of time commencing on the date of such casualty and continuing until the earlier of (a) the day that Tenant re-occupies the Untenantable Premises, or (b) thirty (30) days following the completion of Landlord's repair obligation as above stated.

15.2 Eminent Domain. If more than twenty percent (20%) of the total square footage of the Leased Premises should be taken for any public or quasi-public use under any Law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate and the Base Rent (excluding Base Rent accruing with respect to the period prior to the date of such termination) shall be abated during the unexpired portion of the Term, effective on the date physical possession is taken by the condemning authority. If less than twenty percent (20%) of the total square footage of the Leased Premises should be taken as aforesaid, this Lease shall not terminate; however, the Base Rent payable hereunder during the unexpired portion of the Term shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking, Landlord shall make all necessary repairs or alterations necessary to make the Leased Premises an architectural whole; provided, however, in no event shall Landlord's obligation to repair or alter the Leased Premises pursuant to this Section 16.2 exceed the amount of the Award (defined below) received by Landlord.

All compensation awarded for any taking for public purposes, whether permanent or temporary (or the proceeds of private sale in lieu thereof), of the Leased Premises ("Award") shall be the property of Landlord, and Tenant hereby assigns its interest in any such Award to Landlord; however, Landlord shall have no interest in any award made to Tenant for loss of business or for the taking of Tenant's fixtures and other personal property of Tenant if a separate award for such items is made to Tenant. Tenant shall not be entitled to any award made for the value of the unexpired Term.

## **ARTICLE XVI ASSIGNMENT OR SUBLETTING**

16.1 Generally. Tenant shall not assign or transfer all or any portion of its legal or equitable interest in this Lease or in the Leased Premises, nor sublet all or any portion of the Leased Premises, nor enter into any management or similar contract which provides for a direct or indirect transfer of operating control over the business operated in the Leased Premises, without the prior written consent of Landlord, which shall not be unreasonably withheld provided that the proposed transferee (a) is creditworthy, (b) has a good reputation in the business community, and (c) will use the Leased Premises only for the Permitted Use(s). Any assignment, sublease or other such transfer without Landlord's prior written consent shall be voidable, and, at Landlord's election, shall constitute an event of default by Tenant hereunder. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights with respect to any subsequent assignment or subletting. Notwithstanding any

assignment or subletting, Tenant shall at all times remain fully and primarily responsible and liable for the payment of all Rent and other monetary obligations herein specified and for the compliance with and performance of all of its other obligations under this Lease.

**16.2** Proposal Notice and Landlord's Rights. If Tenant desires to assign this Lease, or to sublet all or any portion of the Leased Premises, to any person, firm, corporation or entity, Tenant shall deliver written notice by registered mail, return receipt requested, to Landlord identifying the proposed assignee or sublessee (the "Certified Notice" or "Proposal Notice"), which Proposal Notice shall include, inter alia, among other things, current financial and other information with respect to the financial ability, operating experience and business reputation of the proposed assignee or sublessee sufficient for Landlord to evaluate the proposal; a form of assignment and assumption agreement, or sublease agreement, for Landlord's review and approval; and a certificate from the Tenant certifying that the proposed assignee shall continue to use the Leased Premises strictly in accordance with the uses permitted hereby. Landlord shall have no obligation to consent to or otherwise respond to any proposed assignment or sublease if Tenant fails to deliver a Proposal Notice to Landlord completed in accordance with this Section 17.2. Within thirty (30) days after receipt of the Proposal Notice, Landlord shall, in its sole discretion (which approval shall not be unreasonably withheld pursuant to Section 17.1 above), elect by written notice to Tenant either to consent to such proposed assignment or sublease or deny its consent to such proposed assignment or sublease.

**16.3** Prohibition on Leasehold Mortgages. Tenant shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Leased Premises, and any such mortgage, pledge or encumbrance shall be void and of no force and effect.

## **ARTICLE XVII SURRENDER OF LEASED PREMISES; HOLDING OVER**

**17.1** Surrender of Leased Premises; Holding Over. Tenant shall deliver up and surrender to the Landlord possession of the Leased Premises upon the expiration of the Term, or its earlier termination for any reason, free of offensive odors and in a safe, clean, neat, sanitary and operational condition in as good condition and repair as the same shall be at the commencement of the Term (ordinary wear and tear excepted). If Tenant remains in possession of the Lease Premises after the expiration of this Lease, Tenant shall be a tenant at will, shall pay Base Rent in the amount of Ten Thousand Dollars (\$10,000) per month, and shall be subject to all of the conditions, provisions and obligations of this Lease. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend the Term; no payment of money by Tenant to Landlord after the expiration or earlier termination of this Lease shall reinstate, continue or extend the Term; and no extension of this Lease after the expiration or earlier termination thereof shall be valid unless and until the same shall be reduced to writing and signed by both Landlord and Tenant.

## **ARTICLE XIII DEFAULT AND REMEDIES**

**18.1** Default of Tenant. Each of the following shall constitute a default by Tenant under this Lease: (a) Tenant fails to pay any amount required under this Lease as and when the same becomes due and said failure is not cured within ten (10) days after written notice thereof from Landlord; (b) Tenant fails to perform any other term, condition, or obligation under this Lease and said failure is not cured within thirty (30) days after written notice thereof from Landlord. Upon the occurrence of any such default by Tenant, Landlord shall have the option to pursue any one or more of the following remedies without any additional notice or demand whatsoever: terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord, and if Tenant fails to do so Landlord may, without prejudice to any other remedy which Landlord

may have for omission or arrearages in Rent, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof, without being liable for prosecution or any claim of damages therefor; or enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof without being liable for prosecution or any claim for damages therefor, with or without having terminated this Lease. In addition to the other remedies provided in this Lease, and anything contained herein to the contrary notwithstanding, Landlord shall be entitled to restrain any default or violation, or attempted or threatened default or violation of any of the terms, covenants, conditions or other provisions of this Lease, by injunction, order of specific performance or other appropriate equitable relief.

The remedies provided to Landlord hereunder are intended to be cumulative, and may be exercised by Landlord in any order, or simultaneously, without such exercise being a waiver by Landlord of its right to exercise any other remedy granted to Landlord hereunder (or under applicable Laws) with respect to the same default. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance or surrender of the Leased Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be affected only by the written agreement of Landlord and Tenant.

18.2 Default of Landlord. If Landlord fails to perform any of the obligations imposed upon Landlord by this Lease or by law ("Landlord's Default"), Tenant shall give Landlord written notice of Landlord's Default by Landlord. If (a) Landlord's Default is not cured within thirty (30) days after Landlord receives the written notice, or (b) Landlord does not within that thirty (30) day time period take actions which, if continued with reasonable diligence, will cure the default, then Tenant at its election may declare this Lease terminated after an additional period of ten (10) days and/or pursue any other remedy available at law or equity. If this Lease is rightfully terminated in accordance with this Section, Base Rent and Additional Rent shall be paid only to the end of the second ten (10) day period.

## **ARTICLE XIX SUBORDINATION; ATTORNMENT; ESTOPPEL CERTIFICATES**

19.1 Subordination. This Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (a "Mortgage"), or any ground lease, master lease, or primary lease (a "Primary Lease"), that now or hereafter covers all or any part of the Leased Premises (the mortgagee under any Mortgage or the lessor under any Primary Lease is referred to herein as "Mortgagee"). Notwithstanding the subordination provided herein, any Mortgagee may subordinate its Mortgage or Primary Lease (as the case may be) to this Lease. Tenant shall execute such documentation as a Mortgagee may reasonably request to evidence the subordination of this Lease to such Mortgagee's Mortgage or Primary Lease or, if the Mortgagee so elects, the subordination of such Mortgagee's Mortgage or Primary Lease to this Lease.

19.2 Attornment. Tenant shall attorn to any party succeeding to Landlord's interest in the Leased Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

19.3 Notice to Mortgagee. Tenant shall not seek to enforce any remedy it may have for any default on the part of the Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder.

19.4 Estoppel Certificate. Tenant shall furnish from time to time when requested by Landlord or any Mortgagee a certificate signed by Tenant confirming and containing such factual certifications and representations deemed appropriate by Landlord or any Mortgagee, and Tenant shall, within ten (10) days following receipt of said certificate from Landlord, return a fully executed copy thereof to Landlord. In addition to the foregoing, Tenant's failure to deliver an executed estoppel certificate within the ten (10) day period set forth above shall constitute an event of default by Tenant hereunder.

## ARTICLE XX BROKER'S COMMISSION

20.1 Broker's Commission. Landlord and Tenant each represent and warrant that they have not caused or incurred any claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and each party shall indemnify and hold the other harmless against and from all liabilities arising from any such claims caused or incurred by it (including without limitation, the cost of attorneys' fees in connection therewith).

## ARTICLE XXI MISCELLANEOUS

21.1 No Partnership. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant.

21.2 Time of the Essence: Force Majeure. Time is of the essence with respect to all provisions of this Lease. The foregoing notwithstanding, whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, pandemics, shortages of labor or materials, war, Laws or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord.

21.3 Entire Agreement. This Lease contains all of the agreements of the Landlord and Tenant with respect to any matter covered or mentioned in this Lease and no prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or other respective successors in interest or permitted assigns.

21.4 Notices. Any notice, request, instruction or other document required or permitted to be given under this Lease will be in writing and be deemed to have been given when (a) received, if delivered and given in person, (b) on the date of transmission if sent by email, facsimile, or wire transmission (provided that a copy of such transmission is simultaneously sent in a manner provided in clause (c)), or (c) deposited with the United States mail, postage prepaid, certified and return receipt requested, and addressed to the Landlord and the Tenant, as the case may be, at the address set forth at the beginning of this Lease or to such other individual, entity, or address as a party may designate for itself by notice given as provided in this Section.

21.5 Benefit and Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

21.6 Authority. Each party hereto warrants and represents that such party has full and complete authority to enter into this Lease and each person executing this Lease on behalf of a party

warrants and represents that he has been fully authorized to execute this Lease on behalf of such party and that such party is bound by the signature of such representative.

**21.7 Interpretation.** This Lease shall be construed according to its fair meaning and without application of the rule of construction that ambiguities are to be resolved against the party with primary drafting responsibility therefor. The captions used herein, if any, are for convenience of reference only and shall not be deemed to modify or construe this Lease. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender. If any provision of this Lease subjects any action, inaction, activity or other right or obligation of Tenant to the prior consent or approval of Landlord, Landlord shall be deemed to have the right to exercise its sole and unfettered discretion in determining whether to grant or deny such consent or approval, unless the provision in question states that Landlord's consent or approval "shall not be unreasonably withheld," in which event Landlord's consent shall be subject to Landlord's sole, but reasonable, discretion.

**21.8 Invalid, Illegal or Unenforceable Provision.** If any term, covenant or condition contained in this Lease is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Lease did not contain that particular term, covenant or condition.

**21.9 Governing Law; Venue.** This Lease shall be governed by, and construed in accordance with, the laws of the State of Indiana, without regard to its conflicts of law principles. Each party consents to the jurisdiction and venue of any federal or state court within Tippecanoe County, Indiana.

**21.10 Incorporation of Exhibits.** All exhibits attached hereto, and any rider, addendum or special stipulations attached hereto, are incorporated herein by this reference and made a part of this Lease.

**21.11 Counterparts.** This Lease may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Lease.

**21.12 Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY MATTER ARISING UNDER OR IN CONNECTION WITH THIS LEASE.

**[The remainder of this page intentionally left blank]**

IN WITNESS WHERE, Landlord and Tenant have caused this Lease to be executed effective as of the date first set forth above.

**LANDLORD**

West Lafayette Community School Corporation

By:

(written)

\_\_\_\_\_

(printed)

Its:

\_\_\_\_\_

(title)

STATE OF INDIANA )

) SS:

TIPPECANOE COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared **West Lafayette Community School Corporation**, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(written)

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
(printed) NOTARY PUBLIC  
Resident of \_\_\_\_\_ County

**TENANT**

The Church in Lafayette Inc.

By: \_\_\_\_\_  
(written)

\_\_\_\_\_  
(printed)

Its: \_\_\_\_\_  
(title)

STATE OF INDIANA            )  
  ) SS:  
TIPPECANOE COUNTY        )

Before me, a Notary Public in and for said County and State, personally appeared **The Church in Lafayette Inc.,** by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(written)

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
(printed)       NOTARY PUBLIC  
Resident of \_\_\_\_\_ County