

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into this 14th day of May 2018, by and between **THE TOWN OF MUNSTER, INDIANA** and **CENTENNIAL PARK GOLF MANAGEMENT, LLC** (collectively "Landlord"), and **COMMUNITY CARE NETWORK, INC.**, an Indiana non-profit corporation ("Tenant") (Landlord and Tenant may each be referred to herein as a "Party" and collectively as the "Parties").

1. **LEASED PREMISES.** Tenant hereby leases from Landlord the following described premises with all appurtenances thereto belonging, to-wit:

The premises identified as "Horizon Salon – III" and "Lakeview Salon – II" located at Centennial Park, 1005 South Centennial Drive, Munster, Indiana 46321 (the "Leased Premises").

2. **LEASING SCHEDULE.** Tenant shall be granted complete and exclusive access to the Leased Premises according to the following schedule:

Every Monday, from 9:00 AM to 1:30 PM
Every Thursday, from 9:00 AM to 1:30 PM

3. **TERM.** The term of this Lease shall commence on May 14, 2018 and shall continue for a period of one (1) year (the "Term"). Either Party may terminate this Lease, with or without cause, upon ninety (90) days written notice to the other Party. This Lease expires automatically at the end of the Term, unless renewed in a writing signed by both Parties.
4. **RENT & SECURITY DEPOSIT.** Tenant agrees to pay to Landlord a one-time security deposit in the amount of Five Hundred Thirty-Five Dollars (\$535.00). Tenant agrees to pay to Landlord rent in the amount of One Hundred Fifty Dollars (\$150.00) per daily session, to be invoiced by Landlord at the end of each calendar month. Tenant shall pay each invoice within thirty (30) days of receipt. The rent payable to Landlord is fair market value, and such rent has been negotiated by the Parties through good faith and arm's length bargaining without taking into account the volume or value of referrals or other business that may be generated by the Parties. Such amounts shall be paid to Landlord at: Centennial Park, 1005 South Centennial Drive, Munster, Indiana 46321, or such other place as Landlord may from time to time designate.
5. **USE OF LEASED PREMISES.** Landlord acknowledges that the Leased Premises shall be used by Tenant for the operation of a physical fitness and athletic training program for Tenant's patients and community members (the "Program"). Tenant shall keep the Leased Premises in a clean and orderly condition and shall conduct business therefrom in a careful and safe manner.
6. **PERSONAL PROPERTY STORAGE.** Throughout the term of the Lease, Landlord shall provide Tenant with onsite storage space on the lower level of the building where the Leased Premises are located (the "Storage Space"). Landlord shall permit Tenant to use the Storage Space to store equipment and supplies used by Tenant in conjunction with the

Program. Tenant shall have access to this Storage Space during the scheduled times listed in Section 2 above, and during other times upon reasonable request. Tenant shall keep the Storage Space in clean and orderly condition.

7. **LEASED PREMISES TAKEN AS IS.** Tenant agrees that the Leased Premises are taken "as is."
8. **OBLIGATIONS OF LANDLORD.** Landlord shall furnish for normal office use such heat, air conditioning, electricity, and water as in its judgment is reasonably necessary for the comfortable use and occupation of the Leased Premises. Landlord shall furnish reasonable, general cleaning of the Leased Premises.
9. **SURRENDER.** Upon the termination or expiration of this Lease, Tenant shall surrender to Landlord the Leased Premises, together with all other property, whether or not affixed to the Leased Premises (excepting items, equipment or supplies personally owned by Tenant) in the same order and condition in which Tenant received them, the effects of ordinary wear excepted. Tenant shall not remain in possession of all or any part of the Leased Premises after the expiration of this Lease, unless otherwise permitted in writing by Landlord in its sole discretion.
10. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, mortgage, encumber, or transfer this Lease in whole or in part, or sublet the Leased Premises or any part thereof, nor grant a license or concession in connection therewith without the prior written consent of Landlord.
11. **ALTERATIONS TO LEASED PREMISES.** Tenant shall not cause or permit any alterations, additions or changes of or upon any part of the Leased Premises without Landlord's prior written consent thereto.
12. **MECHANIC'S LIENS.** Tenant shall not permit any Statement of Intention to Hold a Mechanic's Lien to be filed against the Leased Premises or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant.
13. **ACCESS BY LANDLORD TO LEASED PREMISES.** Landlord and its agents and employees shall be permitted to inspect and examine the Leased Premises at all reasonable times and to make any repairs to the Leased Premises upon attempted prior notice to Tenant before entering the Leased Premises.
14. **INSURANCE.** Landlord shall carry public liability insurance for the Leased Premises in minimum amounts of One Million Dollars (\$1,000,000.00) per person per occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage per occurrence, or in such greater amounts as required by Indiana law.
 - a. Tenant agrees to maintain insurance on all of its personal property on the Leased Premises and the Storage Space. Tenant hereby expressly waives any right of recovery against Landlord for damage to any property located in or about the

Leased Premises and the Storage Space. Tenant shall not use the Leased Premises or the Storage Space in any manner or store anything in or upon the Leased Premises or the Storage Space that would result in an increase in the premiums for the fire and extended coverage insurance.

- b. Tenant agrees to maintain insurance covering the activities of the Program conducted on the Leased Premises. Tenant will provide Landlord with a Certificate of Insurance naming Landlord as an additional insured. Tenant will indemnify and hold harmless Landlord from any claims by a Program participant relating to or arising out of the operation of the Program on the Leased Premises, except to the extent such claims are due to Landlord's negligence, recklessness, or intentional conduct.

15. **DAMAGE BY FIRE AND EMINENT DOMAIN.** If, during the Term, the Leased Premises is so damaged by fire or other casualty, not occurring through Tenant's fault, or a part or all of the Leased Premises is taken by eminent domain proceedings so that the Leased Premises are rendered wholly unfit for occupancy, as determined by Landlord, and Landlord gives Tenant thirty (30) days' written notice to that effect, then this Lease shall cease and terminate from the date of such damage or taking. In such case, Tenant shall pay the rent apportioned at the time of damage or taking and shall immediately surrender the Leased Premises to Landlord upon request. If, following such damage for cause other than by Tenant's acts or omissions, Landlord gives Tenant written notice that it has determined that such damage can be repaired within ninety (90) days from the date of damage, Landlord, if it so elects, may enter and repair and this Lease shall not be affected except that the rent shall be proportionally reduced or suspended while such repairs are being made until the Leased Premises are again suitable for full occupancy.

16. **HAZARDOUS MATERIAL AND INFECTIOUS WASTE.** Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Leased Premises or the Storage Space except such hazardous material as is necessary to the Program. Any hazardous material so permitted on the Leased Premises or the Storage Space and all containers therefore shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to such hazardous material.

- a. Tenant hereby agrees that Tenant shall be fully liable for all costs and expenses related to the use, storage and disposal of hazardous material kept on the Leased Premises or the Storage Space by Tenant, and all expense necessary to return the Leased Premises and the Storage Space to the condition existing prior to the introduction of hazardous material to the Leased Premises or the Storage Space.
- b. Tenant shall in all respects comply with Indiana law concerning treatment of infectious waste, including, but not limited to, I.C. 16-41-16-1, et seq., and all rules established by the Indiana Department of Health, as such rules may be amended from time to time.

17. **MISCELLANEOUS.**

- a. This Lease shall extend to and be binding upon the heirs, personal representatives, successors, and assigns of the Parties. This provision, however, shall not be construed to permit the assignment of this Lease except as may be permitted pursuant to Section 10 of this Lease.
- b. No waiver by Landlord of any default by Tenant shall be effective unless in writing, nor operate as a waiver of any other default or of the same default on a future occasion. Landlord's acceptance of rent shall not be deemed a waiver as to any preceding default.
- c. Any notices to be given hereunder shall be deemed sufficiently given when in writing and either: (a) actually served on the Party to be notified; or (b) placed in an envelope directed to the Party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

LANDLORD:

Town of Munster - Centennial Park
1005 South Centennial Drive
Munster, Indiana 46321
Attention: _____

TENANT:

Community Care Network, Inc.
Attention: Alan Kumar, M.D., Administrator
901 MacArthur Boulevard
Munster, Indiana 46321

Such addresses may be changed by either Party by written notice as to the new address, given as above provided.

- d. This Lease and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Indiana and any claim thereon shall be brought in a court located in Lake County, Indiana, notwithstanding any conflict-of-laws doctrines to the contrary, and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

[Signatures on Following Page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the 14th day of May, 2018.

TOWN OF MUNSTER, INDIANA

By: _____

Name:

Title:

COMMUNITY CARE NETWORK, INC.

By:  _____

Name: Alan Kumar, M.D.

Title: Administrator

**CENTENNIAL PARK GOLF
MANAGEMENT, LLC**

By: _____

Name:

Title: