

Group Rental Agreement

This Group Rental Agreement (this "*Agreement*") is entered into as of April 9, 2020 (the "*Effective Date*") between [REDACTED], an Ohio limited liability company (the "*Owner*"), whose principal offices are located at [REDACTED], and THE BOARD OF COUNTY COMMISSIONERS OF LUCAS COUNTY, OHIO (the "*County*"), a county and political subdivision under the laws of the State of Ohio ("*County*"), whose principal offices are located at One Government Center, Suite 800, Toledo, OH 43604-2259, Attn: County Administrator.

Background Information

- A. Due to the COVID-19 Pandemic the County is in immediate need for accommodations for persons who do not need treatment in hospitals but who may need to be isolated because they have contracted COVID-19 or quarantined because they have been exposed to persons with COVID-19 (the "*Group*").
- B. The County desires to obtain accommodations for these people who do not need treatment in hospitals so that hospitals in the area will not be overburdened with caring for these people.
- C. The County desires to rent all rooms in the [REDACTED] (the "*Hotel*") to provide for the above-described accommodations and the Owner is willing to rent the rooms to the County pursuant to the terms and conditions of this Agreement.

Statement of Agreement

The Parties acknowledge the foregoing Background Information, and in consideration for the covenants set forth herein, hereby agree as follows:

§1. Guest Room Accommodations. The County agrees to rent all 78 rooms in the Hotel for a period of not less than 30 days, commencing on date for which the County furnishes to Hotel written notice of commencement (the "*Commencement Date*"), provided the Commencement Date shall not occur earlier than 48 hours after such notice (unless otherwise agreed by Owner and County), and shall continue for thirty (30) days (as such period may be extended pursuant to §2 below, the "*Rental Period*"). For clarity, the Rental Period shall not end until County returns the Hotel to Owner as required under Section 7 below.

§2. County's Right to Extend Rental Period. County and Owner agree that the Rental Period shall be automatically extended on a week to week basis upon the conclusion of the initial Rental Period; provided, that, the County may terminate this Agreement at any time following the initial 30-day Rental Period, inclusive of effective at the expiration of the initial 30-day Rental Period, for the convenience of County, upon not less than fourteen (14) days prior written notice to Owner (the "*Termination Notice*").

§3. Use of Guest Rooms. The County will use the rooms only for accommodations as typical hotel guest rooms for members of the Group (the "*Guests*") and will not use the rooms to provide hospital services, or any other health care services, to the extent a facility license is required under Ohio law for such services. The County employees or other trained personnel under direction of the County will solely make all determinations regarding those persons who are eligible to be members of the Group, including without limitation those persons who do not need hospital or more extensive health care services.

§4. Reservation Method. The Owner's Guest Services Manager (in coordination with County) will be responsible for assigning rooms to Guests and will be responsible for determining any segregation of Guests on particular floors. Because the Owner will not be renting rooms during the Rental Period to

guests who are not members of the Group, the Owner will not be operating the front desk or reservation system. All Guests shall be required to complete certain portions of the Owner registration forms as the County and the Owner mutually agree is necessary (for example, payment information will not be required).

§5 Hotel Services and Amenities. The Parties shall provide the following services to each of the Guests during the Rental Period, subject to the limitations set forth below:

(a) Guest Rooms. On the commencement of the Rental Period, all guest rooms (78) being rented will be in a lawful, habitable (as a hotel room), fully furnished, clean, sanitary, and fully stocked and supplied (with Hotel standard soaps, shampoo, drinking glasses, and other room supplies which are customarily furnished by the Hotel) and in a condition to be rented in the same condition as such rooms would otherwise be required to be in for occupancy by commercial guests of the Hotel. During the Rental Period, Owner shall provide, at Owner's cost, re-supplies of standard soaps, shampoo, drinking glasses, and other room supplies as are customarily provided by Hotel.

(b) Utilities. All rooms shall receive and be able to use all utilities, HVAC, cable television, internet access and internal telephone service, as customarily provided to such rooms by Hotel. These services are included with the per Room charge.

(c) Housekeeping and Laundry. County will be responsible for all housekeeping services and laundry. Owner will provide County with access to and use of the Hotel housekeeping carts and supplies, and laundry facilities and supplies to use for housekeeping and laundry. Owner shall also provide back-up linens and towels for the Hotel rooms as customarily provided by Hotel for such rooms. County will be responsible for all trash removal to Hotel dumpsters provided by Owner (with Owner responsible for maintaining dumpster emptying at Owner's cost).

(d) Security. During the Rental Period, the County shall, at its own cost and expense, arrange for any security necessary to enforce any restrictions imposed upon the Guests by the County.

(e) Maintenance. During the Rental Period, Owner will provide 24/7 maintenance services to the rooms to keep them in condition required under Section 5(a) above. Except as expressly provided herein, the County and the Guests shall only be responsible for the maintenance and upkeep obligations of a typical Hotel guest and the Owner shall remain responsible for all other maintenance obligations at Owner's cost.

(f) Intentionally Deleted.

(g) Food Service. There are no Owner food kitchen and/or food service facilities, provided. All food service shall be provided by or arranged by County employees or other trained personnel. The Owner will not supply any staffing for food service.

(h) Amenities. Guests, at the discretion of the County, shall be entitled to use or be given access to the lobby, lobby business center, printing, public rest rooms. The Owner shall not be required to operate or provide staffing for any of those services.

(i) Fire Evacuation Protocol. The County shall develop a clear fire evacuation plan and protocol which shall be subject to the Owner's review and approval, and it will implement such plan and protocol with respect to all Guests. The Owner agrees to cooperate with the County to amend the Owner's existing fire evacuation plan and protocol for the County's use.

(j) Guest Services Manager. Hotel shall provide services of its guest services manager

who will perform services consistent with customary and typical services provided by a guest services manager, including, but not limited to, room check-in/check-out coordination, and overall management of the Hotel.

§6. Fees and Expenses.

(a) Rent for Guest Rooms. The County shall pay rent for the initial Rental Period in the amount of \$88,920 (i.e., 78 rooms x \$38.00/night x 30 nights), the initial payment of 50% of this sum (\$44,460.00) payable within two (2) weeks after the Commencement Date. Thereafter, the County shall pay rent in arrears not more than two times per calendar month based upon a rate of \$38.00 per night per room.

(b) Food Service Costs. The County will be handling all food service furnished to Guests and thus will be responsible for costs of food service.

(c) Laundry Costs. The County will be handling all laundry and performing laundry operations at County's cost (with Owner furnishing all of Owner's current supplies of detergent).

(d) Housekeeping Costs. The County will be handling all housekeeping at County's cost.

(e) Guest Services Manager. Costs for the Guest Services Manager and for the maintenance engineer is included in the Rent for Guest Rooms.

(f) Additional Costs. In the event that the County's use of the Hotel is not exempted, the County be responsible for the payment of all Hotel use taxes solely attributable to the Rental Period.

(g) Billing and Payment. The Hotel shall bill the County every fifteen (15) days for all rent for guest rooms. Invoices shall be paid by the County within 15 days by electronic payment to an account designated by the Hotel.

(h) Letter to Franchisor. County shall provide a good faith letter to Owner addressed to [REDACTED] in regard to any fees charged to Owner by [REDACTED] during the duration of this Agreement (Owner shall hold County harmless for any such fees; Owner is simply asking that County provide letter that Owner entered into this Agreement to provide community assistance).

§7. Surrender and Restoration. The County, at its sole cost and expense, shall restore any portion of the Hotel that it occupies to the same condition as existed prior to the use by the County and its Guests (reasonable wear and tear excepted and subject to events of casualty and Owner's maintenance obligations hereunder). Such restoration shall include, during the Rental Period, County, at its sole cost and expense, causing all guest rooms and all other areas of the Hotel to be cleaned and sanitized. The County specifically agrees to surrender and cease its use of the Hotel at the end of the Rental Period, and to return exclusive possession of the same to the Owner in the condition required above at the end of the Rental Period.

County's Department of Health shall sign-off on any cleaning/sanitizing of Hotel to return Hotel to fully operational status.

§8. General.

(a) Insurance; Worker's Compensation. During the Rental Period, the Owner shall [REDACTED]

maintain Commercial General Liability Insurance with an aggregate amount of no less than \$2,000,000 and shall name County as an additional insured. The Owner shall provide proof of Property Casualty insurance on the Hotel. During the Rental Period the County shall carry and maintain for the mutual benefit of the Owner and the County general public liability insurance against claims for personal injury, wrongful death or property damage occurring on or about the Hotel, naming the Owner as an additional insured, in an amount of at least \$1 Million per occurrence and \$3 Million aggregate. The County shall obtain and maintain at all times during the Rental Period workers compensation coverage up to statutory limits covering all County employees providing services or working at the Hotel. Any claims made by County employees shall be made to the County under its established worker's compensation process and the County will administer those claims. The County may self-insure for all insurance requirements.

Each party to this Agreement hereby waives any and every claim which arises or may arise in its favor against the other party hereto during the Rental Period for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Hotel, which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss or damage is recoverable under such policies. Said mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of the parties hereto. Inasmuch as the said waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto agrees immediately to give each insurance company which has issued policies of insurance to such party, written notice of the terms of said mutual waivers, and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

(b) No Representations or Warranties Regarding Hotel. Notwithstanding anything herein to the contrary, the Owner makes no representations or warranties regarding the condition of the Hotel. The County accepts the Hotel in its "AS IS, WHERE IS" condition with all faults.

(c) Licenses and Permits. The County shall, at its sole cost and expense, obtain any and all permits, licenses, and other approvals required for its specific use of the Hotel. Nothing contained herein shall be deemed a representation by the Owner that such use is allowable or that such permits, licenses, and other approvals are obtainable. The Owner shall reasonably cooperate with the County, upon request, to obtain any such permits, licenses, and other approvals, provided that the Owner shall not incur any cost or expense in connection therewith. The Owner shall also secure and maintain, at its sole cost and expense, all permits and licenses required for the general use and operation of the Hotel, independent of the County's specific use. The County shall have no right to create or place any liens on the Hotel.

(d) Miscellaneous. This Agreement may be executed in any number of counterparts and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute one and the same agreement. This Agreement may not be assigned by any party without the prior written consent of the other party. This Agreement contains the entire agreement of the Parties and supersedes all prior discussions or understandings. This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns and nothing herein shall confer any right, benefit or remedy to any third party. No agreement to modify this Agreement or to waive any provision of this Agreement will be effective unless in writing and executed by the Party against whom the modification or waiver is sought to be enforced. No failure by any party to insist upon strict compliance with any term of this Agreement shall constitute a waiver of the first party's right to enforce that term. The headings of the Sections and subsections of this Agreement are not part of the context of this Agreement but are only labels to assist in locating those provisions, and shall be ignored in construing this Agreement. The Parties hereby designate the federal and state courts located in or having jurisdiction over Lucas County, Ohio as courts of jurisdiction and venue for any litigation relating to this Agreement, the Parties hereby consent to jurisdiction and venue in such courts and hereby waive any defenses of lack of jurisdiction or venue. This

Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, exclusive of conflicts of law principles. The Parties are independent contractors and no agency, employment, joint venture or partnership has been or will be created between the Parties pursuant to this Agreement.

(e) Severability. If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

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