

LEASE AGREEMENT

Rent: \$165 per week
Please refer to Exhibit A for additional information.

Payable to: Jewish Community of Louisville
Attn: Johnny Kimberlin
3600 Dutchmans Lane
Louisville, KY 40205

THIS LEASE AGREEMENT (the "lease") is made and entered into this first day of November, 2023 by and between the Jewish Community of Louisville, Inc. (the "landlord") and North Oldham High School Swim Team (the "tenant");

TERM The term of this Lease shall begin on Wednesday, November 1st, 2023 (the "Lease Commencement Date") and shall end, unless extended or sooner terminated as in this Lease provided, on February 16th, 2024.

TO HAVE AND TO HOLD the leased premises with all of the rights and privileges thereto appertaining unto tenant according to the attached Exhibit A, for the term hereof upon the following covenants, conditions, and agreements:

A. Rental. Tenant agrees to pay to landlord, without demand, as rent for the leased premises, the above described sum, in equal monthly installments, at the above described address or at such other place as landlord may hereafter designate in writing. All installments of rent shall be due in advance on the first day of each month and paid, in any event, within five days thereafter. Tenant hereby agrees and acknowledges that the failure of tenant to pay the rent due under this lease, at the time and in the manner provided herein, shall constitute material noncompliance with the provisions of this lease. Demand, notice of nonpayment, and any other notice with respect to payment of rent are hereby expressly waived by tenant. In addition, tenant covenants and agrees to pay the other amounts required to discharge its obligations under the conditions and provisions of this lease. The number of lanes and associated monthly rental cost tenant will be assessed may change depending on the operational schedule of the landlord.

B. Use of premises. The JCC may modify the number of lanes available to North Oldham High School. Any change in the number of lanes provide to the Tenant will be reflected in the appropriate billing cycle. The leased premises shall be used by tenant exclusively for swim team practice for North Oldham High School only. Neither the leased premises nor any part thereof shall be used at any time during the term of this lease for any unlawful purpose, or for any purpose other than as so specified. Tenant shall not keep or permit anything to remain on the leased premises or use the leased premises in a manner that vitiates the insurance thereon, or causes the rate of insurance to be increased. Tenant shall not do or permit anything to be done in or about the leased premises which may be or become a nuisance or which may interfere with or disturb the rights, comfort, or convenience of others. Tenant shall keep and maintain the leased premises in a clean and sanitary condition. Tenant shall dispose of all refuse, rubbish, garbage and other waste from the leased premises in receptacles provided for such purpose by landlord.

C. Compliance with laws and regulations. Tenant shall comply with all existing or future laws and regulations affecting the leased premises of the City Louisville and the Commonwealth of Kentucky, or any other governmental agency.

D. Utilities. Landlord shall furnish all gas, electric, phone and internet service. Tenant may be responsible for long distance charges at Landlord's sole discretion.

E. Repairs and maintenance; Condition of leased premises. Landlord shall be responsible for the maintenance and repair of all mechanical, plumbing and all roofing systems. Tenant shall be responsible for the maintenance and repair resulting from negligence, all injury, damage, or breakage done by tenant, its agents or invitees. If tenant fails to repair and maintain the equipment and leased premises as herein

provided within five (5) days after written notice by landlord specifying the breach and requesting tenant to remedy the same, landlord may cause the work to be done in a workmanlike manner and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date when rent is due or, if this lease has terminated, for immediate payment.

F. Alterations and improvements. Tenant shall make no alterations to the leased premises without the prior consent of landlord.

G. Assignment and subletting. Tenant shall have no right to assign this lease, nor to sublet or grant any concession or license to use the leased premises or any part thereof without the prior written consent of landlord. Transfer of contract or merger or consolidation of tenant shall be deemed an assignment of this lease. Any assignment, subletting, concession, or license made or granted without the prior written consent of landlord, or any assignment or subletting by operation of law, shall be void and landlord may, at its option, terminate this lease in such event. Regardless of whether landlords shall consent to the assignment or subletting of this lease, tenant shall remain liable for the payment of rent for the remainder of the original term of this lease.

H. Personal property; injuries. Landlord shall not be liable for losses or damages to property from fire, theft, or other casualty not resulting from the acts or omissions of landlord. At the expiration of the term of this lease, or the earlier termination for any reason, tenant shall immediately remove all of tenant's personal property from the leased premises. If tenant does not immediately remove its personal property from the leased premises as provided herein, landlord is expressly authorized to remove and store tenant's personal property, at tenant's sole cost and expense. If tenant does not claim its personal property and pay all amounts due in accordance with the provisions of this lease within 30 days after removal from the leased premises, landlord may sell or dispose of the same and apply the proceeds, if any, to any unpaid rent, damages, storage fees, costs of sale, and reasonable attorney fees. Tenant shall indemnify and hold landlord harmless from and against all claims for damages and expenses of every kind and character to parties who may claim, sue, or demand damages for injuries sustained upon the leased premises resulting from the acts or omissions of tenant, and tenant's guests or invitees. Tenant will defend any such claim or suit for damages or injuries at its own expense.

I. Insurance. Tenant shall keep in full force and effect, and shall provide landlord evidence of such, at its expense, comprehensive general liability insurance covering the leased premises, which insurance shall name landlord and tenant as insured.

J. Damage to or destruction of premises. If the leased premises are rendered unfit for use by fire or other casualty, landlord may either terminate the lease or repair the leased premises, and no rent shall be paid for the period during which the leased premises is unfit for use.

K. Default. If tenant shall fail to pay any installment of rent when due, and tenant further fails to pay rent within five (5) days after written notice by landlord of such nonpayment and of its intention to terminate this lease if the rent is not paid within such period, landlord may terminate this lease. Furthermore, if there is any material noncompliance by tenant with any terms of this lease, landlord may, but shall not be obligated to, deliver written notice to tenant specifying the acts and/or omissions constituting the breach and specifying that this lease will terminate five (5) days after giving the notice. If the breach is not remedied on or before the date specified in the notice from landlord, at landlord's option, this lease may terminate.

L. Abandonment. Tenant further agrees that any unexplained and/or extended absence from the leased premises for thirty (30) days or more without payment of rent due shall constitute prima facie evidence of abandonment. In the event of any abandonment Landlord is expressly authorized to remove and store all personal property of tenant at tenant's sole cost and expense. If tenant does not claim its personal property

within an additional thirty (30) days, landlord may sell or dispose of the same and apply the proceeds, if any, to any unpaid rent, damages, storage fees, costs of sale, and reasonable attorney fees.

M. Termination by landlord. Notwithstanding any other provision contained in this lease, this lease may be terminated by landlord within three (3) days from the date written notice is delivered to tenant if tenant or any other person on the premises with tenant's consent willfully or intentionally commits a violent act, behaves in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of other persons on the leased premises or engages in illegal acts. Such notice of termination shall become effective immediately upon receipt thereof by tenant.

N. Surrender of possession. Tenant agrees to return all keys and to surrender peaceable and quiet possession of the leased premises to landlord upon the expiration or termination of this lease for any reason, and at any time, in good order and condition, ordinary wear and tear accepted.

O. Notices. Any notice required or permitted to be given by either party under the terms of this lease, except in an emergency, shall be given in writing and shall be delivered in person or sent by US Mail. Notices to landlord shall, unless landlord otherwise advises tenant in writing, be delivered or addressed to the above specified address. Notices to tenant shall, unless tenant otherwise advises landlord in writing, be delivered or addressed to tenant at the address of the leased premises. Notices shall be deemed to have been given when delivered in person or when deposited in any United States Post Office.

P. Holdover. Upon expiration of the term of this lease and provided that no new agreement is signed, tenant's tenancy shall, at landlord's option, be on a month-to-month basis.

R. Miscellaneous. This lease contains the entire agreement between landlord and tenant. Neither this lease nor any provision hereof may be altered, amended, or modified orally, but only by an instrument in writing signed by or on behalf of each party hereto. The obligations assumed hereby are joint and several and are declared to be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto. This lease shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. If any provision of this lease or the application thereof to any person or circumstance shall be declared to be invalid or unenforceable to any extent, the remainder of this lease and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law. Section headings are included herein for convenience only and shall not be relevant in construing the provisions of this lease

IN TESTIMONY WHEREOF, the parties hereto have caused this lease to be executed, in duplicate originals, on the date first above written.

LANDLORD:

Jewish Community of Louisville

By: _____
Johnny Kimberlin, Aquatics Director

Date: _____

TENANT:

North Oldham High School Swim Team

By:  _____
North Oldham Representative

Date: 10.5.23 _____

EXHIBIT A
Weekly Schedule & Rent

Rental Conditions and Privileges.

Cost: \$165 per week

Entitlement:

North Oldham High School will be entitled to the following:

- Use of 3 swim lanes, 2 days a week, Wednesday and Thursday, for 1 hour, 8:00 – 9 p.m.
- A Trager Family JCC lifeguard
- Conditional use of additional spaces as outlined below

Please Note:

The number of lanes, and associated rental cost may be modified by the Trager Family JCC staff. A minimum of seven days notice will be provided if any alteration of schedule were to occur.

EXHIBIT B
Guidelines

Pool & Locker Room Use and Conditions:

The Yarmuth Family Aquatic Center lap pool will be ready for use at 8:00 p.m. Wednesday and Thursday evenings.

- Water chemistry will be in range. Should we need to adjust chemistry we will let coach know on arrival.
- Backstroke flags and starting blocks will be ready for use.

As agreed, this rental contract does not include use of the Trager Family JCC locker rooms, or any other area outside of the designated lap lanes. However, an exception will be made for the family changing rooms as North Oldham High School swim participants may use the areas for restroom purposes.

Pool deck and changing rooms shall be left in the order they were in prior to North Oldham High School swim team arrival.

North Oldham High School swimmers and coaches will follow rules and procedures provided at the Yarmuth Family Aquatics Center by Trager Family JCC staff.

Check in Procedure:

The JCC will ask for the name of anyone entering the building on behalf of North Oldham High School one week in advance to the first practice. JCC will provide a roster sheet based on the names received and will ask for each person (swimmer or coach) to check off their name each day they come to swim practice.

The JCC will ask that North Oldham High School swimmers not arrive any more than 15 minutes before their practice time.

Additional Forms Needed:

Each swimmer and coach will be asked to sign and send a waiver to The JCC by 10/30/23 (See Exhibit C).

North Oldham High School will provide a Copy of Insurance by 10/30/23.

EXHIBIT C
Waiver