FESTIVAL LEASE AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 2026, by and between the **City of Celina**, a municipal corporation, of 225 N. Main Street, Celina, Ohio 45822 (hereinafter "Lessor") and the **Buckeye Soft Serve LLC**, whose mailing address is 1385 Tama Road Rockford, Ohio 45882 (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessee conducts a 1-day alcohol event open to the general public to enjoy music competitions, kid events/entertainment, bands, food vendors, and alcohol sales; and

WHEREAS both parties have agreed that it is best to enter into an agreement to preserve the right of Lessee to utilize Lessor's park property for scheduled activities; and

WHEREAS, in the spirit of community betterment, this agreement shall be for the use of the park property during the Buckeye Bash at the Lake Event, June 26, 2027, for the sum of One Dollar ($1.00) per annum plus the current rental fee for the use of the amphitheater, red tent, and shelter houses (#7, #8, #10) and other good and valuable consideration and to allow for the hot water hole and Ash Street to be blocked off, as shown in the map attached labeled "Exhibit 2", during the event.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, IT IS AGREED AS FOLLOWS:

1. Description of Premises: Lessor agrees that Lessee shall have exclusive use of the following premises for a 1-day alcohol event as follows:

See attached map which is attached hereto and labeled as "Exhibit 2" which is fully incorporated herein by reference.

Together with all buildings, improvements, structures, rights, privileges, easements and appurtenances thereto belonging, in their current condition (hereinafter referred to as "the premises".)

2. Fixtures: The premises shall include all items presently attached or appurtenant to the real property described above or used in the operation thereof.

3. Terms: The cost to lease the property and facilities described in number 1 and 2 above shall be One Dollar ($1.00) per annum plus the current rental fee for the use of the amphitheater, red tent, and shelter houses (#7, #8, #10) shall be paid on or by June 1, 2027.

4.. Possession: Lessee shall have the right to exclusive possession of the premises 24 hours prior to and 24 hours after any scheduled event. Lessee bears the responsibility of notifying Lessor's Park's and Public Work's Department of the activities at least ninety (90) days in advance so as to avoid conflicts in scheduling.

5. Duration: This agreement shall be effective immediately, and shall be perpetual in nature; provided, however, that the same shall be subject to review on an annual basis. Either party may terminate this agreement upon providing ninety (90) days written notice to the other party hereto of their intent to do the same.

6. Maintenance: Lessor shall remain responsible for all maintenance to the premises, including, but not limited to, refuse disposal, lawn care, and facility repair. Further Lessor shall remain responsible for all utilities utilized on the premises. Lessee shall be responsible for clean-up and disposal of trash, debris and structures resulting directly from the event.

7. Insurance, Waiver, Hold Harmless and Indemnifications: Lessee represents that it presently has in place and in force a policy of adequate and proper insurance covering the premises. Further, Lessee acknowledges that it has read and voluntarily executed the "Waiver of Liability/ Release of Claims" which is attached hereto and labeled as "Exhibit 1", which is fully incorporated herein by reference.

8. Schedule of Events:
   a. Music Competitions
   b. Kids Events/Entertainment (bouncy house)
   c. Bands
   d. Food Vendors
   e. Alcohol Sales

This Agreement shall be governed by the laws of the State of Ohio and shall not be assignable by either party without the written consent of the other.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

The City of Celina, Ohio by:

_____
Witness -

_____
Thomas J. Hitchcock, P.E.,
Safety Service Director

Buckeye Soft Serve LLC by:

_____
Witness -

_____
Daryl Connolly

Approved as to Form:

_____
George Erik Moore, Esq.
Celina Law Director

Waiver of Liability / Release of Claims

I/we, being desirous of entering into a "Festival Lease Agreement" with the City of Celina, Ohio for the exclusive use of certain real property within the City of Celina, Ohio (describe activity), hereinafter known as the "activity", for myself/ourselves and for my/our assigns, agents, representatives, servants, successors, heirs, executors, administrators, insurers, directors, officers, managers, employees, shareholders, trusts, trustees, agents, and any and all other persons, firms, corporations, parent companies, subsidiaries, associations, partners, and partnerships, **hereby knowingly and freely and voluntarily assume all such risks** associated with the use of / participation in / engagement in the activity with the City of Celina, Ohio (hereinafter "Celina", with such term herein encompassing but not limited to the City of Celina, Ohio itself, as well as Celina's owners, officers, employees, agents, assigns and successors, agents, representatives, servants, heirs, executors, administrators, insurers, directors, officers, managers, employees, shareholders, trusts, trustees, agents, and any and all other persons, firms, corporations, parent companies, subsidiaries, associations, partners, and partnerships).

It is further expressly agreed and understood that Celina **shall not be liable for any injuries (including personal) or any damage** to any person and/or entity, or to the property of any such individual and/or entity, or be subject to any claim, demand, injury or damages whatsoever, **including** without any limitation, those **damages resulting from acts or active or passive negligence on the part of Celina.** I/we, for himself/herself/ourselves and on behalf of his/her/their executors, administrators, heirs, assigns and successors, **does hereby expressly forever release and discharge Celina from all such claims, demands, injuries, damages, actions or causes of action.**

It is further understood that only individuals/entities who have executed a Waiver of Liability / Release of Claims are permitted to use / participate in / engage in the activity with Celina, and that the undersigned shall ensure that any prospective user / prospective participant complete all paperwork required, from time to time, by Celina associated with such use / participation; such responsibility to ensure said paperwork is completed and properly submitted to Celina lies solely with any such person/entity who has extended such an invitation to any other person/entity; **any person/entity who has invited any other person/entity to so use / participate in the activity hereby agrees to be held liable, whether individually and/or jointly and severally with any such individual, entity, or otherwise, for any and all damages associated with their failure to so comply with the provisions set forth within this paragraph, and further agrees to indemnify, defend and hold harmless Celina from any and all claims, demands, injuries and/or damages whatsoever flowing therefrom and/or associated therewith, and agrees to pay the attorney fees of any such person/entity associated in any manner with defending any such claims.**

This document prepared by:
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Indiana Attorney no. 27604-38
225 N. Main Street
Celina, Ohio 45822
(567) 890-4141 (Tel)
george@georgemoorelawdirector.com

_____ _____
Signature Date

_____ _____
Witness Date

Exhibit 2

Google 100% Data attribution 7/13/2026