

APPENDIX X

**(FOR INFORMATION PURPOSES ONLY – ONLY THE
SUCCESSFUL BIDDER MUST SUPPLY)**

STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
SUBLEASE AND CONTRACT

THIS SUBLEASE AND CONTRACT (“S & C”) made and entered into by and between _____

hereinafter referred to as the “Contractor”, and the State of Ohio, acting by the Director, Department of Natural Resources, 2045 Morse Road, Building D, Columbus Ohio 43229, hereinafter referred to as the “State”.

WITNESSETH, that the said Contractor, for the consideration stated herein, hereby agrees as follow:

The Contractor, under the direction and to the satisfaction of the Director of the Department of Natural Resources, shall and will provide all necessary materials, tools, equipment, utility and transportation services, and perform all labor necessary to complete, in a satisfactory manner, all duties imposed for:

The Construction and Operation of a Marina Concessions Facility
At Caesar Creek State Park, Warren County, Ohio

ALL IN STRICT accordance with the Request For Proposals on file in the Office of the Division of Parks and Recreation, Department of Natural Resources, 2045 Morse Road, Building C, Columbus, Ohio 43229, which Request For Proposals is expressly made an essential part of this S&C.

ARTICLE 1. Contractor shall complete all construction work contemplated under this Sublease and Contract in accordance with the following construction schedule established in the Questionnaire:

(This section will be filled in upon selection of the Contractor)

ARTICLE 2. In consideration thereof, Contractor shall occupy the premises identified in the Request For Proposals to the exclusion of all other (save the public and Department of Natural Resources and U.S. Army Corps of Engineers) for a term beginning upon execution of this S & C, and ending _____.

The Contractor shall pay to the Department the following percentages of gross receipts:

(This section will be filled in upon selection of the Contractor.)

ARTICLE 3. If the Contractor, due to his own reasons or fault, shall neglect, fail or refuse to complete the work above as proposed, by the date(s) as proposed, then the term of the S&C shall be reduced as follows:

(This section will be filled in upon selection of the Contractor.)

ARTICLE 4. The term of this S&C shall not be reduced when the delay in the completion of work is due to any act, neglect, delay or default of the State or any unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not limited to acts of God or public enemy, strikes, freight embargoes, or for delays of subcontractors or materialmen occasioned by such specific cause or increased construction time due to substantial change in the Sublease and Contract.

ARTICLE 5. Equal Employment Opportunity Provisions

a. The Contractor agrees that the hiring of employees for the performance of work under this S&C shall be done in accordance with Section 125.111 of the Ohio Revised Code.

b. The Contractor, sub-contractor or any person acting on behalf of the Contractor or sub-contractor shall not discriminate against, intimidate, or retaliate against because of race, color, national origin, ancestry, sex, disability (as that term is defined under the Americans With Disabilities Act), military status, or religion in its employment practices, providing of services or in any other manner in the use of the premises or in the exercise of the rights and privileges granted by this S&C. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, sex, age, or disability. Such action shall include, but is not limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Pursuant to section 125.111 of the Ohio Revised Code, the Contractor agrees to develop and implement a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in section 122.71 of the Ohio Revised Code.

c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age or disability.

d. The Contractor agrees that he will fully cooperate with the State Equal Employment Opportunity Coordinator, with any other official or agency of the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this S&C, and said Contractor shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies

in this regard, both before and during performance.

e. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this S&C, this S&C may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts, and such other sanctions may be imposed and remedies instituted as otherwise provided by law.

ARTICLE 6. The Contractor shall fully comply with all concession obligations imposed promptly.

ARTICLE 7. This Sublease is subject to the terms and conditions contained in the lease #DACW27-1-76-043 and all subsequent modifications between the State of Ohio, Department of Natural Resources and the United States of America dated June 1, 1975. The terms and conditions of the lease with the United States will control if there are any conflicts between that lease and this Sublease.

ARTICLE 8. The Contractor warrants that it is not subject to an "unresolved" finding for recovery under R.C. § 9.24.

ARTICLE 9. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the R.C., including, but not limited to, R.C. § 126.07, have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the ODNR, Division of Parks gives Contractor written notice that such funds have been made available to the ODNR, Division of Parks by the ODNR, Division of Park's funding source.

ARTICLE 10. The Contractor shall fully comply with all concession obligations imposed promptly.

The parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Any party hereto may deliver a copy of its counterpart signature page to this Sublease and Contract electronically pursuant to R.C. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were original.

IN WITNESS WHEREOF, the parties have set their hands. The signatories hereto sign this Sublease and Contract in their representative capacity only, and do not intend to be personally bound to perform as individuals.

This Sublease and Contract shall become effective on the date it is signed by the Director of the Department of Natural Resources. All rights conferred upon Lessee shall end on the _____ day of _____, 20____, unless earlier terminated pursuant to the provisions of this

Sublease and Contract.

FOR SUBLESSEE:

STATE OF OHIO
Acting By

Department of Natural Resources

BY: _____
Director

Date

APPROVED AS TO FORM:

ATTORNEY GENERAL OF OHIO