

LEASE AGREEMENT

THIS LEASE, MADE THE _____ day of _____, 2023 by and between **WARREN COUNTY SCHOOL DISTRICT**, with an address of 6820 Market Street, Russell, Pennsylvania 16345, hereinafter referred to as-----"LESSOR,"

AND

WARREN COUNTY, 204 Fourth Avenue, Warren, Pennsylvania 16365, hereinafter referred to as-----"LESSEE."

WHEREAS, the Lessor is the owner of certain real property in Youngsville, Warren County, Pennsylvania, known as the Youngsville Elementary School, having an address of 232 Second Avenue, Youngsville, Pennsylvania 16371, and being identified in the tax assessment records of Warren County as parcel number YV-674-2300 (hereinafter referred to as the "Premises"); and

WHEREAS, the Lessee operates county programs such as a 911 Center, a Department of Human Services, and other programs in Warren County, Pennsylvania (hereinafter referred to as the "Lessee's Programs"), requires facilities for the operation of said programs in the Warren County area, and is desirous of leasing the second floor of the Premises from the Lessor for said purpose; and

WHEREAS, the Lessee's Programs constitute charitable purposes, as this term is defined under Pennsylvania Law.

NOW THEREFORE, Lessor, in accordance with the following terms and conditions, does demise and lease unto the Lessee the use of the second floor of the Premises, which at the commencement the lease term shall be unused and unnecessary, for the sole purpose of operating the Lessee's Programs.

1. The Lessee shall only have access to the second floor, the parking lot, and the areas of ingress to, and egress from, the second floor (hereinafter identified as the "Designated Areas") for the sole purpose of operating its Programs, subject to the condition that Lessee shall not be permitted to operate any Program associated with persons convicted of crimes (e.g. to house inmates, to operate its probation department, etc.). The entry point and exit point to the building for Lessee's employees shall be designated by the Lessor, and no other point of entry or exit may be used unless an emergency (e.g., fire, medical emergency, etc.) is present that necessitates its use. The use of the Designated Areas by the Lessee for any other purpose is prohibited unless the prior written approval of the Lessor's Superintendent is obtained. The use or access of any portion of the Premises other than the Designated Areas is prohibited unless an emergency (e.g., fire, medical emergency, etc.) necessitates said use or the prior written

approval of the Lessor's Superintendent is obtained. The Lessor shall provide access to the Designated Areas 24 hours a day for every day that this Lease remains in effect.

2. Lessor shall provide and pay for utilities (excluding phone and internet) and trash removal. Lessee shall be responsible for all other costs associated with the second floor and separate entry/exit point including, but not limited to, maintenance costs, repair costs, cleaning costs, and costs associated with improvements and/or alterations. Lessee shall also be responsible for the costs specified in section 4 of this Lease. All other costs associated with the Premises shall be the Lessor's responsibility.

3. Lessee agrees to pay the Lessor a security deposit in the amount of \$_____, which must be paid by the Lessee before the Lessee is permitted to access the Designated Areas. Additionally, and in exchange for the use of the Designated Areas, Lessee agrees to pay Lessor \$_____ for the first year of this Lease, which rent shall be payable on _____. A penalty of \$10.00 per day will be assessed and collected for each day's rent in arrears. Lessor shall deposit all funds received into its general fund.

The rental amount specified in the preceding paragraph for the first year of this Lease is based on Lessor's estimated costs incurred for utilities and trash removal. Any rental increase during the term of this Lease shall be limited to, and not exceed, the estimated increase in Lessor's financial obligation for utilities and/or trash removal as result of rising utility and trash removal costs.

4. If deemed necessary by the Lessee, Lessee may expand the existing park lot at its cost as an alteration/improvement pursuant to section 14 of this Lease. So long as Lessor also occupies the Premises, Lessor shall perform all work associated with repairing or replacing portions of the parking lot and sidewalks, plowing, shoveling, salting, snow removal, mowing, and landscaping, with the costs to be split equally by the parties. If Lessor ceases to occupy the Premises, Lessee shall perform this work and shall be solely responsible for paying for the work.

5. This Lease shall commence on _____, 2023, and, in the absence of an unremedied material breach of the terms of this Lease, shall remain in effect for a period of 10 years. The 10-year term of this Lease is due to the significant financial contribution that Lessee will need to make in order to make improvements and/or alterations pursuant to Section 14 of this Lease. In the event of a material breach of this Lease by either party, the non-breaching party shall provide the party in breach with written notice of the nature of the material breach and how to remedy the breach. Upon the receipt of said notice, the party in breach shall have 60 calendar days to remedy the breach. If the breach is not remedied within said 60 calendar days, the non-breaching party may terminate this Lease.

6. The Parties agree that they conduct completely separate businesses and affairs, are separate entities, are not partners or joint venturers in any sense whatsoever, and that all persons engaged in the operation and conduct of the Lessee-s Programs shall

be employees or contractors of the Lessee and shall not be regarded as employees, agents, contractors, or representatives of the Lessor. All compensation, benefits and other terms and conditions of the employment or services for such persons shall be the exclusive responsibility of the Lessee. The Lessor shall have no obligation to provide any compensation, benefit, direction, assistance, supervision, or supplies to any employee, contractor, or agent of the Lessee.

7. The Lessee shall be solely responsible for obtaining any and all applications, licenses, permits, etc. necessary for the operation of the Lessee's Programs. The Lessor shall have no obligation, financial or otherwise, to obtain or assist in obtaining any application, license, or permit in relation to the operation and conduct of the Lessee's Programs.

8. The Lessee agrees to keep the Designated Areas in a clean, safe and well-maintained condition, and upon the termination of this Lease, will ensure that the Designated Areas are left in said condition. In the case of any damage by reason of Lessee's occupancy, Lessee shall promptly repair the premises at its sole expense.

9. Prior to occupying the Designated Areas, the Lessee shall be provided the opportunity to walk through and inspect the Premises and Designated Areas. Following said inspection, the Lessee agrees to accept the Premises and Designated Areas in "AS IS" condition, with any and all defects that exist or that may arise in the future on account of any cause or reason.

10. During the term of this Lease, Lessee agrees to comply with all applicable Warren County School District policies and procedures as well as all federal, state, and local laws, regulations, and ordinances. To the fullest extent permitted by law, Lessee shall defend, indemnify and hold harmless Lessor and Lessor's employees, agents, Board Members, directors, officers, and representatives from and against any and all claims, liabilities, losses and expenses arising from Lessee or Lessee's employee's, agent's, or representative's (i) act or omission; (ii) violation of any Warren County School District policy or procedure; (iii) violation of any federal, state, or local law, regulation, or ordinance; (iv) failure to comply with any term or condition of this Lease; (v) or occupancy or use of the Designated Areas. The Lessee's duties and obligations of this provision shall survive the termination of this Lease.

11. Lessee agrees to carry and maintain workers compensation insurance as mandated by law. The Lessee agrees to carry and maintain for the benefit of Lessor, so long as this Lease remains in effect, liability insurance that covers the operations of the Lessee upon the Premises and that lists the Lessor as an additional insured. The amount of said insurance shall be, for personal injury and property damage, in the amounts contained in the Certificate of Liability Insurance, which is attached hereto as Exhibit A. Failure to maintain the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve the Lessee from the obligations of this Lease, any provisions hereof to the contrary notwithstanding. All insurance policies required of

the Lessee under the terms of this Lease shall contain provisions that underwriters shall have no rights of recovery or subrogation against Lessor, its agents, directors, officers, employees, or Board Members, it being the intention of the Parties that the insurance so effected shall protect all such Parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance. The Lessee shall provide the Lessor with copies of all required insurance policies prior to the execution of this Lease, and under no circumstances shall the Lessee be permitted to have any access to the Designated Areas until satisfactory proof has been provided to the Lessor that all required insurance policies are in place and are in full force and effect. The Lessor shall also have the right, at any time, to request that the Lessee provide the Lessor with satisfactory evidence that said insurance coverage remains in full force and effect.

12. The Lessor reserves the right to inspect or access the Premises and the Designated Areas at any time, with no prior notice required to be given to the Lessee.

13. All rights granted herein are personal to the Lessee and may not be assigned by Lessee. Additionally, no part of the Premises, including but not limited to the Designated Areas, may be leased, assigned or sublet by the Lessee.

14. Any improvements or alterations made to the Premises or Designated Areas by Lessee must associated with operating Lessee's Programs and must be performed during non-school hours. Upon the completion of any such improvements or alterations, any improvement or alteration that is a fixture of the Premises or Designated Areas shall become the sole and exclusive property of the Lessor and any alteration that is not a fixture of the Premises or Designated Areas shall remain the property of the Lessee. Lessee agrees that a required improvement/alteration shall be for Lessee to install an entry/exit point to the second floor that is separate and apart from any entry/exit point utilized by students or Lessor's employees. With the exception of creating a separate entry/exit point, Lessee shall make no improvements or alterations to the first floor of the Premises. Lessee shall consult with its Solicitor and ensure that all work performed is in compliance with bidding and borrowing laws that govern the Lessee and Lessor.

15. Regardless of whether an employee of Lessee will have direct contact with children, any employee of Lessee that will be on the Premises must comply with the requirements of 24 P.S. §1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, *et. seq.* and 23 Pa.C.S.A. §6301, *et. seq.* Lessee shall provide Lessor with proof of compliance for each employee before the employee shall be permitted on the Premises. Lessor shall bear no cost associated with the requirements of this provision.

16. Any employee of Lessee that will be on the Premises shall be required, at the employee's or Lessee's cost, to comply with the health status requirements of the Lessor and/or state regulatory agencies including, but not limited to, tuberculosis testing, physical examinations and other vaccinations as required by the Lessor or regulatory agency. Proof of compliance for each employee must be presented to the Lessor.

17. Following the execution of this Lease, the parties agree to execute any documents and take such further action as may be necessary to fulfill the intent of this Lease.

18. Lessee assumes all risk of loss associated with its personal property and shall be solely responsible for any damage to the personal property.

19. Lessee shall operate Lessee's Programs in a manner that does not disrupt or interference with Lessor's educational, extra-curricular or co-curricular programs

20. There are no understandings between the parties regarding this Lease other than those set forth in this Lease, and there have been no promises, inducements, or herein. This Lease may be amended, modified, or waived only by a written addendum signed by Lessor and Lessee and approved by each party at a public meeting held in compliance with the Pennsylvania Sunshine Act.

21. All sections, sentences, and provisions contained in this Lease are severable. Should any section, sentence, or provision of this Lease be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Lease and the remainder of this Lease shall remain in full force and effect and binding on the parties hereto.

Additionally, any court (or arbitrator) construing this Lease is expressly granted the authority to, and requested to, revise any invalid or unenforceable section, sentence, or provision of this Lease in order to render same enforceable and then to enforce the revised section, sentence, or provision against the Parties hereto as if the invalid section, sentence, or provision had never been inserted.

22. The failure of either party to exercise any right or remedy provided for herein or to insist upon strict performance of any of the provisions of this Lease shall not be deemed a waiver of any right, remedy, or entitlement to strict performance provided for herein and shall in no way affect the right of such party enforce such right, remedy, or entitlement to strict performance at a later time. Additionally, the waiver of the breach of any provision of this Lease shall not be construed as a waiver of any subsequent breach of the same or similar nature.

23. All notices required or permitted under this Lease shall be in writing and shall be deemed to have been given when delivered by certified mail, postage prepaid, return receipt requested and sent (i) for the Lessor to Warren County School District, Attn: Superintendent, 6820 Market Street, Russell, PA 16345; and (i) for the Lessee to

24. The parties hereto each represent and certify that this Lease was approved by each party at a public meeting held in compliance with the Pennsylvania Sunshine Act; that the individuals identified below who sign this Lease are authorized agents of

each party; and that, following its execution by each party, this Lease shall be legally binding upon each of the parties hereto.

25. The parties hereto agree that this Lease has been prepared by the combined efforts of the parties hereto and their respective attorneys, with all parties having been represented by counsel, and that the language used herein is not to be construed either in favor of, or against, any party hereto in the event that a Court determines that any provision of this Lease is ambiguous, or otherwise.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Secretary, Board of School Directors

By: _____
President, Board of School Directors

WARREN COUNTY

Commissioner

Commissioner

Commissioner