

LEASE AGREEMENT

THIS LEASE is made between Wellsboro Area School District, a school district of the Commonwealth of Pennsylvania and governed by its Board of School Directors, 227 Nichols Street, Wellsboro, PA, (hereinafter referred to as “*Lessor*”);

AND

Pennsylvania College of Technology (affiliate of the Pennsylvania State University), with a business mailing address of One College Avenue, Williamsport, PA, 17701, (hereinafter referred to as “*Lessee*”)

1. **Purpose:** The Pennsylvania College of Technology desires to enter into a Lease Agreement with the Wellsboro Area School District for multiple rooms and offices to advance education and instruction for students enrolled at the Pennsylvania College of Technology. The Lessee is based in Williamsport, PA, and is looking to continue their educational endeavors in Wellsboro, PA. The rooms and space leased pursuant to this Lease Agreement are herein called the “Leased Premises”).

2. **Premises:** The Lessor agrees to lease room and office space to the Lessee at the following properties owned by the Wellsboro Area School District:

a). The following rooms located in Wellsboro Area School District

High School, located at 225 Nichols Street, Wellsboro, PA, 16901:

i. Room #210 (21 x 32 feet equals 672 square feet);

ii. Room #211 (24 x 29 feet equals 696 square feet);

Attachment XI-1B

iii. Room #045 (10 x 13 feet equals 130 square feet)

TOTAL LEASED AREA: 1,498 SQUARE FEET

b) The following rooms located in Wellsboro Area School District

Administration Building located at 227 Nichols Street, Wellsboro, PA, 16901

i. Old music room (14 x 15 feet equals 210 square feet);

ii. Old music room – per use and priced according to usage as a classroom:

0-5 students - \$0

6-10 students - \$50

11 or more students - \$100

TOTAL LEASED AREA: 210 SQUARE FEET

3. **Term:** Lessor leases the above described Leased Premises for a term of 12 months, commencing on January 1, 2018, and terminating on January 1, 2019.

Lessee has the option to lease the said Leased Premises for one additional calendar year, following the expiration of this lease, on January 1, 2019. If the Lessee chooses to exercise this option, the Lessor may increase the rental payments to an amount no greater than \$77.50 per month. If the Tenant chooses to exercise this option, the terms of this lease will be applicable, unless the parties agree to other terms in writing.

4. **Rent:** Lessee agrees to pay to the Lessor the monthly rent of \$2,135.00 (**\$25,620.00 for the one year term**). Lease payments shall be made in two installments. The first installment payment is due on January 1, 2018 (**\$12,810.00**). The second installment is due on July 1, 2018 (**\$12,810.00**).

The Lessee agrees to pay the Lessor the amount of \$232.50 per month to pay for any and all applicable utilities. (Utilities are more specifically described in paragraph 11 of this lease). The amount owed to the Lessor over the term of this lease is **\$2,790.00**. These payments will be made in two installment payments, with the lease payments, on January 1st and July 1, 2018 (**\$1,395.00** per installment).

The Lessee agrees to pay the Lessor a monthly custodial and maintenance fee in the amount of \$322.92, for a total of **\$3875.00**, over the term of the lease. These payments will be made in two installment payments, with the lease payments and the utility payments, on January 1st and July 1, 2018 (**\$1937.50** per installment).

The Lessee agrees to pay a parking fee in the amount of **\$25.00** for the lease period. These payments will be made in two installment payments, \$12.50 on January 1, 2018 and \$12.50 on July 1, 2018. (The terms regarding parking are more specifically set forth in paragraph 19 of this lease).

The total aggregate amount due on each respective date (January 1, 2018 and July 1, 2018) for rent, utilities, custodial, maintenance, and parking is \$16,155.00. The total consideration for the term of the lease totals \$32,310.00. The installment payments shall be mailed to the Lessor, at the following address:

Wellsboro Area School District
227 Nichols St.
Wellsboro, PA 16901.

5. **Old Music Room:** Lessor agrees to lease the “old music room,” located at 227 Nichols Street, Wellsboro, PA, for the consideration of up to \$100 per day as outlined in Section 2, as may be required by the Lessee, with reasonable notice to the Lessor.

6. **Use:** The Lessor shall use and occupy the previously described Leased Premises only for educational, instructional, and administration related thereto. The Leased Premises shall be used for no other purposes. The Lessor represents that the Leased Premises may lawfully be used for such purpose.

7. **Care of the Leased Premises:** Lessee agrees to use due care in the use of the subject Leased Premises, the fixtures therein, and all other parts of the Lessor’s property, and to give notice to the owners of the need for the repair thereof. Lessor will make necessary repairs to the Leased Premises, within a reasonable time, after Lessee notifies Lessor of the need for repair.

8. **Alterations:** The Lessee shall be able to, at their own expense, *subject to obtaining Landlord’s written consent*, redecorate, make additions or improvements to all or any part of the Leased Premises from time to time as Lessee may deem desirable, provided the same are made in a workmanlike manner, and using good quality materials. Lessee is responsible for any and all expense and/or repair related to any additions, improvements, and/or replacements.

9. **Lessor's Liability:** Lessee agrees that Lessor shall not be liable for property damage or personal injury occurring on the Leased Premises, unless said damage or injury results from Lessor's negligence.

10. **Lessee's Liability Insurance:** At all times during the term of this lease, Lessee, at its own expense, shall maintain liability insurances, with a reputable insurance carrier, that provides general liability insurance against claims for bodily and personal injury, death, and property damage occurring in connection with the use and occupancy of the Leased Premises by Lessee. The Lessee shall also provide the appropriate workers' compensation insurance coverage for all employees of the Lessee. The Lessee shall deliver to the Lessor, prior to occupancy, evidence of acceptable insurance. Thereafter, the Lessor shall be notified of any material changes of that policy.

11. **Utilities:** The Lessor shall pay all charges for water, sewer, gas, electricity, telephone, and other services and utilities used by the Lessee on the Leased Premises during the term of this lease.

12. **Signs:** Subject to Lessor's consent, Lessee shall have the right to place on the Leased Premises, at locations selected by Lessor, any signs which are permitted by applicable zoning ordinance and private restrictions. Lessor shall assist and cooperate with Lessee in obtaining any necessary permission from governmental authorities or adjoining property owners and occupants for Lessee to place or construct the foregoing signs.

13. **Rules:** The Lessee shall comply with all rules, regulations, ordinance codes, and laws of the governmental authorities having jurisdiction over the Leased Premises.

14. **Assignment or Sublease:** The Lessee shall not sublet or assign the Leased Premises, nor allow any other person or business to use or occupy the Leased Premises without the prior written consent of the Lessor.

15. **End of Term:** At the end of the term of this lease, the Lessee shall surrender and deliver up the Leased Premises in the same condition, subject to any additions, alterations, or improvements that were approved as Lessor, reasonable wear and tear and damage by third parties or the elements excluded.

16. **Default:** Upon default, of any term or condition of this lease, the Lessor shall give Lessee written notice of such default and Lessee shall have the period of ten (10) days after receipt thereof to cure such default, provided however, that if the cure requires more than ten (10) days and Lessee promptly commences and diligently pursues the cure of the default, Lessee shall have a reasonable period of time to cure the default. If Lessee fails to cure the default as aforesaid, the Lessor shall have the right to undertake any or all other remedies permitted by law. It is agreed that any dispute will be decided by Pennsylvania law.

17. **Assigns, and Successors:** This lease is binding upon and inures to the benefit of the successors to the parties.

18. **Entry:** Lessor shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Lessor shall not thereby unreasonably interfere with Lessee's business on the Leased Premises.

19. **Parking:** During the terms of this lease, Lessee shall have the non-exclusive use in common with Lessor of the non-reserved common automobile parking areas, driveways, and footways, subject to the rules and regulations for the use thereof as prescribed for time to time by Lessor. Lessor reserves the right to designate parking areas within a reasonable proximity to the buildings, subject to this lease, for Lessee's employees, agents, visitors, and students. Lessee shall provide Lessor with a list of all license plate numbers, make and model for the automobiles owned by the Lessee, its agents, employees, and students.

20. **Building Rules:** Lessee will comply with the rules of the buildings adopted and altered by the Lessor from time to time, and will cause all of its agents, employees, students, and visitors to do so; any changes to such rules will be provided to Lessee in writing. All employees, agents, visitors, and students will be subject to the Lessor's applicable weapons policy. A copy of the said policy is attached hereto. The use of any tobacco products is strictly prohibited anywhere on the Lessor's property. Further, the Lessor may exercise discretion to expel and/or exclude any of the Lessee's employees, agents, visitors, or students if the Wellsboro Area School District's administration determines that there is the potential for any harm to the Lessor's personnel or students.

21. **Common Areas:** Lessee is granted a license to use the common areas in common with all other parties to whom Lessor grants rights to use the common areas, provided however, that such license may at any time be revoked by Lessor. “Common areas” shall mean parking areas, roadways, sidewalks, hallways, foyers, restrooms, vending area and all other areas which are available for the common use of building occupants.

22. **Access:** Hours of access to leased space will be based upon the Lessor’s normal business hours. Lessee will take into consideration unscheduled facility closings due to weather emergencies etc. The Lessor will communicate any special conditions to Lessee in a timely manner, so as to minimize disruptions to normal business activities.

23. **Entire Agreement:** The foregoing constitutes the entire agreement between the parties, and may be modified only by a writing signed by both parties. The agreement shall be governed through and under the laws of the Commonwealth of Pennsylvania.

Wellsboro Area School District

Date

Dr. Brenda Freeman, Superintendent

Pennsylvania College of Technology

Date

Authorized Representative