

LEASE AGREEMENT

THIS LEASE is made between **THE WELLSBORO AREA SCHOOL DISTRICT**, a school district of the Commonwealth of Pennsylvania and governed by its Board of School Directors, 227 Nichols Street, Wellsboro, Pennsylvania 16901 (hereinafter the "Lessor");

A N D

THE WELLSBORO BIBLE CHURCH, a non-profit charitable corporation with a mailing address of 45 East Avenue, Wellsboro, Pennsylvania 16901 (hereinafter the "Lessee").

1. **Purpose.** Lessee desires to enter into a Lease Agreement with the Lessor allowing Lessee to use certain of Lessor's facilities to conduct weekly Sunday community religious worship services under the terms and conditions set forth below.

2. **Leased Premises.** The specific facilities being leased by Lessee (hereinafter the "Leased Premises") are all on real estate owned by Lessor, located at 227 Nichols Street, Wellsboro, Pennsylvania, and consist of: the front building entrance; the auditorium; the old music room; the hallways and bathroom area on the upper level; the green room near the old music room; storage space in old library; the old gymnasium, hallway and bathroom areas on the lower level; storage space in the rear of the maintenance area; and the handicap entrance.

3. **Term of Lease.** Lessor leases the above described Leased Premises for a term of 12 months, commencing on March 11, 2018, and terminating at midnight on March 10, 2019. **The Lessor may cancel this Lease Agreement by providing the Lessee thirty (30) days written notice.**

4. **Option to Extend Term of Lease.** Lessee has the option to extend this term of this Lease for one (1) additional term of one (1) year. Lessee must give Lessor written notice of its intent to exercise this option at least thirty (30) days prior to the expiration of the initial lease term. If Lessee exercised this option, then the parties will negotiate an increase in rent.

5. **Rent:** Lessee agrees to pay to the Lessor monthly rent of One Thousand (\$1,000.00) Dollars, in advance. The first payment of rent is due on March 11, 2018, (\$1,000.00) and subsequent payments will be due on the eleventh (11) day of each successive month. Rent payments shall be by check or money order payable to the Wellsboro Area School District, and shall be mailed or hand delivered to Lessor at 227 Nichols Street, Wellsboro, Pennsylvania 16901.

Lessee agrees to supply custodial and audio-visual personnel. Additionally, Lessee agrees to be responsible for snow removal as needed for Lessee to make use of the Leased Premises.

Attachment x1-1D

6. **Use of the Leased Premises.** The Leased Premises shall be used by Lessee for conducting Lessee's weekly Sunday and Christmas Eve community religious worship services and storage of Lessee's personal property used to conduct such services, and by no other person or entity and for no other use or purpose. The Leased Premises may lawfully be used for such purposes on Sundays from 8:00 A.M. to 12:30 P.M., as well as for a Christmas Eve service. Lessor will communicate any special conditions to Lessee in a timely manner, so as to minimize disruptions to Lessee's use of the Leased Premises.

Lessee agrees and understands that nothing in this Lease Agreement, or the uses set forth herein, shall in any way interfere with the Lessor's use of the property. If for any reason a school activity, or school sponsored event, conflicts with the Lessee's use, the District reserves the right to use the auditorium and the Leased Premises for the school purpose, or for the purpose of the school sponsored event.

7. **Additional Uses.** If the Lessee desires to use the Leased Premises for additional uses, Lessee understands that there will be additional costs associated with any additional use.

8. **Care of the Leased Premises.** Lessee agrees to use due care in the use of the Leased Premises, the fixtures and equipment therein, and all other parts of Lessor's property. Lessee agrees to clean up each time that it uses the Leased Premises. Lessee agrees to give Lessor prompt notice of any repairs required by the Leased Premises. Lessor will make necessary repairs to the Leased Premises within a reasonable time after receipt of such notice. Lessee will promptly repair, at its own cost, any damage to the Leased Premises caused by Lessee, its employees, agents, invitees, members, or guests.

9. **Lessor's Liability.** Lessee agrees that Lessor shall not be liable for damage to Lessee's personal property or personal injury or death to Lessee, its employees, agents, invitees, members, or guests occurring on the Leased Premises, unless said damage, injury or death results from Lessor's negligence.

10. **Insurances.**

A. **Liability Insurance.** At all times during the term of this Lease, Lessee, at its own expense, shall maintain liability insurance, with a reputable insurance carrier, against claims for personal injury and death in the amount of One Million (\$1,000,000.00) Dollars. Lessor shall be named on the policy as an additional insured.

B. **Casualty Insurance.** At all times during the term of this Lease, Lessee, at its own expense, shall maintain casualty insurance, with a reputable insurance carrier, claims for property damage to the Leased Premises or the building(s) in Leased Premises are located, in the amount of One Hundred Thousand (\$100,000.00) Dollars. Lessor shall be named on the policy as an additional insured.

- C. **Lessee's Personal Property.** Lessee understands that Lessor does not provide insurance coverage for Lessee's personal property, and Lessee is encouraged to obtain such coverage.
- D. **Workers' Compensation.** Lessee shall provide workers' compensation insurance coverage for all of Lessee's employees who perform work at the Leased Premises.
- E. **Proof of Coverage.** Prior to occupancy, Lessee shall provide to Lessor evidence of required insurance coverage. Thereafter, Lessor shall be notified of any material changes of coverage.

11. **Signs.** Subject to Lessor's consent, Lessee shall have the right to place on the Leased Premises, at locations approved by Lessor, signs advertising its services. Such signs must be permitted by Wellsboro's zoning and sign ordinance(s) and any applicable private restrictions. Lessor agrees to assist and cooperate with Lessee in obtaining any necessary permission from governmental authorities or adjoining property owners / occupants for such signs.

12. **Compliance with Law.** Lessee agrees to use the Leased Premises in compliance with all laws, rules, regulations, ordinances, and codes, of all governmental authorities having jurisdiction over the Leased Premises.

13. **Assignment or Sublease.** Lessee shall not sublet the Leased Premises or assign this Lease without the prior written consent of the Lessor, which may be withheld for any reason.

14. **End of Term.** Upon expiration or termination of this Lease, Lessee shall surrender and deliver up the Leased Premises in the same condition as it now exists, subject to any additions, alterations, or improvements that were approved as Lessor, reasonable wear and tear and damage by Lessor and third parties or the elements excluded.

15. **Breach of Lease.** Upon breach of any term or condition of this lease, the non-breaching party shall give the breaching party written notice of such breach. The breaching party shall have ten (10) days after receipt thereof to cure such breach; provided however, that if the cure reasonably requires more than ten (10) days and the breaching party promptly commences and diligently pursues the cure of the breach, then the breaching party shall have a reasonable period of time to cure the breach. If the breaching party fails to cure the breach as aforesaid, then the non-breaching party shall have any and all remedies permitted by Pennsylvania law.

16. **Legally Binding.** This Lease is binding upon and inures to the benefit of the parties and their successors.

17. **Entry.** Lessor shall have the right to enter the Leased Premises at reasonable hours to inspect the same, provided that such inspection shall not unreasonably interfere with Lessee's use of the Leased Premises.

18. **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 the footways, subject to reasonable rules and regulations for the use thereof as may be prescribed for time to time by Lessor. Lessor reserves the right to designate parking areas within a reasonable proximity to the Leased Premises for use by Lessee's employees, agents, members, and invitees.

19. **Building Rules.** Lessee will comply with the rules regarding use of the Leased Premises adopted and altered by Lessor from time to time, and will cause all of its agents, employees, members, and invitees to do so. The rule and any changes to the rules will be provided to Lessee in writing. Lessee and its employees, agents, invitees, and members will be subject to Lessor's weapons policy, a copy of which is attached hereto. The use of tobacco products is strictly prohibited on the Leased Premises and Lessor's property. Lessor, at its discretion, may to expel and / or exclude from the Leased Premises any of the Lessee's employees, agents, invitees or members if Lessor determines that there exists the potential for any harm to Lessor's personnel or students.

20. **Common Areas.** Lessee is granted a license to use certain common areas in common with all parties authorized by Lessor to use such common areas. This license may at any time be revoked by Lessor. "Common areas" means parking areas, roadways, sidewalks, hallways, foyers, restrooms, the vending area, and all other areas which are available for the common use of building occupants.

21. **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.

22. **Indemnification.** Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Lessee's use of the Leased Premises under the terms of this Lease, including without limitation, claims for injury to or death of any persons and damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability. Lessee further covenants and agrees to defend any suits brought against Lessor on such any claims, and to pay any judgment against Lessor resulting from any suit or suits, together with all costs and expenses relating to any such claims, including attorney's fees, arising from Lessee's use of the Leased Premises under the terms of this Lease.

WHEREFORE, the parties set their hands and seals the date set forth below.

Wellsboro Area School District by:

_____, 2018
Date

President, Board of School Directors

Attest:

Secretary

Wellsboro Bible Church by:

_____, 2018
Date

Attest:

Secretary