

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made May 18, 2017 by and between Manheim Township School District, with offices at 450A Candlewyck Rd, Lancaster PA 17601, ("Landlord"), and LANCASTER-LEBANON JOINT AUTHORITY, with offices at 1020 New Holland Avenue, Lancaster, PA 17601("Tenant").

Landlord and Tenant, intending to be legally bound, hereby agree as follows:

1. **Lease of Premises:** As used in this Agreement, the "Premises" shall mean room number 208 located in Reidenbaugh Elementary School, located at 1001 Buckwalter Road, Lititz, PA, containing approximately 1,200 square feet, more particularly shown on Exhibit A attached hereto. The balance of the property at which the Premises is located is referred to herein as the "Property." In accordance with this Agreement, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, together with the right of Tenant and its visitors, guests, representatives, students and employees, in common with the other occupants of the Property, to use and have access to all public and/or common areas of the Property (including, without limitation, designated hallways, rest rooms and parking areas). Tenant may use the Premises only for lawful uses consistent with the activities and mission of Tenant and/or the Lancaster-Lebanon Intermediate Unit No. 13 ("IU13") or its constituent public school districts. The intended use of the Premises will be for the purposed of an Early Intervention classroom.
2. **Term:**
 - (a) The initial term of this Agreement shall be from July 1, 2016, through June 30, 2020 (the "Term"), subject to the right of Tenant to renew the Term of this Agreement for successive terms of one (1) year each upon at least sixty (60) days prior written notice to Landlord, provided that Landlord has not notified Tenant in writing that renewal will not be permitted at least six (6) months prior to the end of the applicable Term.
 - (b) Each renewal Term shall be upon the same terms and conditions as are stated herein, except that Landlord may increase the monthly rent by an amount not in excess of the CPI (defined below) by giving written notice thereof to Tenant at least six (6) months prior to the start of the applicable renewal Term. As used above, the "CPI" means the rate of increase over the prior twelve months of the Consumer Price Index of the U.S. Bureau of Labor Statistics, All Urban Consumers (CPI-U), U.S. City Average (1982-84=100).
3. **Rent:** Tenant shall pay Landlord during the initial and each Renewal Term hereof a monthly rent in the amount of \$500 each month; \$6,000 annually, due as follows: Year 1 within 30 days of execution of the lease agreement and subsequent years, payable annually in a lump sum by July 31st. This rent shall include the items listed in Section 6 below and shall be subject to Section 2(b) above. If this Agreement terminates or expires on a day which is not the last day of a month, the rent for the final period shall be prorated on a daily basis.
4. **Damage:** Tenant shall be responsible to pay Landlord for, or to promptly repair, any willful, malicious or negligent damage to the Premises or Property done by Tenant or its visitors, guests, representatives,

students or employees beyond the scope of normal wear and tear.

5. **Repairs and/or Improvements by Landlord:** Landlord agrees to provide repairs and improvements to the Property as needed in order to maintain the Property at all times during the Tenant's occupancy in a safe and orderly condition, and Landlord represents that the Property shall comply at all times with all applicable governmental regulations relating to the operation of the uses as described above. Tenant shall keep the Premises in a clean, orderly and safe condition to the reasonable satisfaction of the Landlord. Initial Improvements to the Room include the installation of a door or gate at the entrance, and removal of School District owned furniture and equipment

6. **Services:**

- (a) Except as otherwise provided herein, the following services to the Premises are, if checked, to be provided and paid for by Landlord and items which are not checked are to be provided and paid for by Tenant or are unavailable.

- (X) Water, normal use only.
- (X) Sewer, normal use only.
- (X) Insurance (subject to Section 7 below).
- (X) Trash, property taxes, communications.
- (X) Electricity, normal use.
- ((X) Heat.
- (X) Air conditioning.
- (X) Custodial services and cleaning & rest room supplies.
- (X) Snow and ice removal.
- (X) Telephone (subject to subsection (b) below).
- (X) Light bulbs and/or fluorescent tubes.
- (X) Lawn and/or shrubbery care.
- (X) Pest extermination.

- (b) Tenant shall be responsible for reimbursing Landlord for all of office supply costs associated with operation of the program located in room number 208. Tenant shall

reimburse Landlord for all such charges within thirty (30) days after receipt of Landlord's request for reimbursement.

- (c) Landlord shall not be liable directly or indirectly for, and Tenant shall hold harmless Landlord and its directors, officers, employees and agents from and against, any and all damage, loss, injury or inconvenience of any nature caused by the installation, use or interruption of use of any of the above services. In the event of any such damage, loss, injury or interruption, there shall be no abatement or adjustment of Rent or other amounts due by Tenant under this Lease.
- (d) Tenant shall be responsible for any costs or expenses incurred by reason of Tenant's misuse of any of the foregoing services to be provided by Landlord.

7. **Tenant Supplies:** Tenant shall furnish all equipment and supplies required for its activities at the Premises. Landlord will use the same efforts to protect Tenant's supplies and equipment against theft, vandalism and other casualty as it uses with respect to its own property, but Landlord gives notice that it has no power to, and will not, insure Tenant property against any risks, and it will not be responsible for injury or loss to Tenant property from incidents, occurring despite the aforesaid efforts to protect such property.

8. **Casualty or Condemnation:**

- (a) If fire or other casualty should render any portion(s) of the Premises, or necessary related common areas or facilities of the Property, unusable, or if any governmental department, board or agency having jurisdiction should lawfully order discontinuance of use of the Premises for Tenant's purposes, the rental stated in Section 3 above shall be proportionately abated or refunded for the period of such unusability, and/or Tenant may, at its option, rescind or terminate this Agreement in whole or in part.
- (b) If the Premises, or any portion(s) thereof as to make the Premises unusable for Tenant's operations, shall be taken or condemned (a "Complete Taking") by exercise of the right of eminent domain by any governmental authority, then this Agreement shall expire, cease and terminate upon the date when title to the Premises or the portion thereof which is taken shall vest in the appropriate authority (a "Taking Date"). In such event, the rent and any other amounts paid or payable by Tenant under this Agreement, shall be apportioned to the Taking Date. If only a portion of the Premises shall be so taken or condemned such that it does not constitute a Complete Taking (a "Partial Taking"), this Agreement shall not terminate as a result thereof, but the rent to be paid by Tenant from the date of such Partial Taking shall be equitably adjusted. Landlord shall be entitled to all condemnation awards payable in connection with the Premises; provided, however, Tenant shall be entitled to an award for its own property and relocation costs so long as such award does not decrease the award otherwise payable to Landlord.

9. Mutual Promises:

- (a) Landlord and Tenant, for themselves and their respective heirs, assignees, subrogees, successors and assigns, each hereby waive the right of recovery against the other, and the other's directors, officers, employees and business guests, and their respective heirs, administrators, executors, successors and assigns, for such loss or damage to the Premises and to any personal property situated thereon as is caused by fire or by those casualties which are described in the extended coverage provisions of the insurance contracts, as the case may be, or in the absence of such provisions in said contracts, by those casualties which commonly are described in the extended coverage provisions of insurance carried by the party, to the extent such loss or damage is covered by such party's insurance. Landlord and Tenant hereby agree that all insurance policies which each of them shall carry to insure the leased Premises and the contents therein against casualty loss, damage or theft, and all liability policies which each of them may carry pertaining to the use and occupancy of the leased Premises, shall contain waivers of the right of subrogation against the other and their respective heirs, administrators, successors and assigns, to the extent permitted by their insurance carriers.
- (b) Landlord and Tenant each agree to obtain and maintain standard, all-risk comprehensive fire and extended coverage casualty loss insurance and liability insurance, as each deems reasonable and adequate, for their respective protection. Tenant shall be named as an additional insured under Landlord's property and liability policies, and Landlord shall provide Tenant with a certificate of insurance upon Tenant's request.
- (c) Tenant shall be responsible for and shall indemnify and hold harmless Landlord, its officers, directors, employees, and/or agents from all liability arising out of or resulting from the negligent or wrongful acts or omissions of Tenant, its officers, directors and employees. Landlord shall be responsible for and shall indemnify and hold harmless Tenant, its officers, directors and employees from all liability arising out of or resulting from the negligent or wrongful acts or omissions of Landlord, its officers, directors and employees.

10. Special Provisions & Contingencies:

- (a) The provisions of this Lease shall not constitute a direct or indirect waiver by Tenant of, and the provisions of this Lease shall not alter or affect, the benefits (including, without limitation, immunity from liability and limitation of damages) to which Tenant (and Tenant's directors, officers, employees and agents) are entitled under the Pennsylvania Political Subdivision Tort Claims Act or any other immunity provided by Pennsylvania law, and no provisions of this Lease shall impose liability, directly or indirectly, on Tenant from which it would

otherwise be immune under applicable law.

- (b) Landlord's and Tenant's obligations under this Agreement are subject to the fulfillment of the following condition precedent: this Agreement must be approved by the Board of Directors of Tenant within thirty (30) days of the execution hereof. Additionally, Landlord's and Tenant's obligations under this Agreement are subject to fulfillment of the following condition subsequent: this Agreement must be affirmatively approved by the Pennsylvania Secretary of Education under Section 969.1 of the Pennsylvania School Code (24 P.S. § 9-969.1) (which approval Tenant shall seek in good faith) and conform to the standards promulgated by the Pennsylvania Secretary of Education as required by Section 17.13. If either of the above conditions is not met at any time, this Agreement may be terminated by Tenant, upon three (3) months' prior written notice to Landlord.
- (c) Tenant from time to time may terminate this Agreement in whole or in part, upon not less than three (3) months' prior written notice to Landlord, in the event that (i) programs conducted at the Premises by Tenant are eliminated, discontinued or materially altered by the Commonwealth of Pennsylvania or by any party other than Tenant, or (ii), the grants or other regular funding for programs conducted at the Premises by Tenant is materially reduced, eliminated, discontinued or not available.
- (d) If the Term of this Agreement exceeds one (1) calendar year, then if Tenant fails to appropriate funds or funds are not otherwise made available for the continued performance of Tenant hereunder, then this Agreement may be terminated and cancelled by Tenant upon at least three (3) months' prior written notice to Landlord.

11. **Miscellaneous.**

- (a) So long as no default by Tenant has occurred, Landlord warrants peaceful and quiet enjoyment of the Premises by Tenant against acts of Landlord or anyone claiming through Landlord; provided, that Landlord and Landlord's agents may enter upon and examine the Premises at reasonable times, upon reasonable prior notice to Tenant.
- (b) All notices hereunder shall be in writing and shall be deemed to have been given when delivered by hand or by certified mail, return receipt requested, to the Landlord or Tenant at the addresses stated above (or a more current address of which notice hereunder has been given).
- (c) Tenant may not assign this Agreement or sublease all or any portion(s) of the Premises without the consent of Landlord, which consent shall not be

unreasonably withheld, except Tenant may assign this Agreement or sublease all or any portion(s) of the Premises to IU13 or any of its constituent school districts. In the event of any such assignment or sublease, the assignee or subtenant shall be entitled to all rights and privileges and shall be subject to all obligations of Tenant hereunder, as if the name of such assignee or subtenant was substituted for Tenant herein. Any sale or transfer of any interest in the Premises by Landlord, and any purchaser or transferee thereof, shall be subject to this Agreement. This Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and permitted assigns.

- (d) This Agreement may not be changed or amended except by a writing signed by Landlord and Tenant. Paragraph headings are for reference only and do not constitute a part of this Agreement. The word "including" as used herein is intended to be exemplary, and not limiting, of the word or phrase it modifies. No party to this Lease, nor any attorney for a party, shall be deemed to be the drafter of this Agreement for the purposes of interpreting or construing any provision. Any rules of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply or be used in the interpretation of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Time is of the essence of all provisions of this Agreement.

- (e) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Exclusive jurisdiction and venue for any dispute hereunder shall be by nonjury trial in the Lebanon County, Pennsylvania, Court of Common Pleas, and Landlord and Tenant hereby waive any right to a jury trial.

- (f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date stated above.

LANDLORD
Manheim Township School District

TENANT
Lancaster-Lebanon Joint Authority

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____