

LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and

between:

LESSOR: Summit Township  
ADDRESS: 1230 Townhall Road, Erie, PA 16509

AND

LESSEE: Erie County Land Bank  
ADDRESS: 150 E. Front Street, Ste. 300, Erie, PA 16507

The reasons for this Lease Agreement (the "Lease") are as follows:

1. Demised Premises. Lessor does hereby let and rent to Lessee, and the Lessee does hereby take and lease from Lessor, a 169 square foot room located on the first floor of that certain property situate at and/or commonly known as 1230 Townhall Road, Erie, PA, (the "Municipal Building") as more particularly described in the premises sketch attached hereto and made a part hereof as Exhibit "A" (the "Leased Premises"), as well as access to common areas and public restrooms.

2. Term. The term of this Lease shall commence on, and be effective, \_\_\_\_\_, 2022 and shall expire on \_\_\_\_\_, 2023. The Lease may be renewed on a yearly basis upon mutual agreement of Lessor and Lessee, confirmed in writing by an Amendment to the Lease. There shall be no holdover of the Lease.

3. Use of Leased Premises; Keys. Lessee may provide any and all furniture and equipment it deems necessary to be used within the Leased Premises. Lessee shall operate during the regular business hours utilized by the Lessor which consist of Monday through Friday, 8:00 A.M. until 4:00 P.M. In the event that Lessee desires after-hours access, or access on non-business days, to the Leased Premises, Lessee shall ensure that all exterior doors to the Municipal Building remain locked and members of the public utilizing the Leased Premises

after-hours and on non-business days shall not be permitted to use the public restrooms and walk through the entryway to the Leased Premises unless they are escorted by Lessee staff. Lessee shall be provided with a key to the Municipal Building, which shall not be assigned or duplicated.Rent. During the initial term of this Lease, Lessee shall pay to Lessor rent in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per annum or \$\_\_\_\_\_ per month, due and payable on or before the first (1<sup>st</sup>) day of each and every month beginning the first day of the first month after the beginning of the lease term. In the event the parties mutually agree in writing to extend the term, rent due under this Lease upon each renewal shall be increased and adjusted every year by two and one-half percent (2.5%). The new rent, as adjusted in accordance with the foregoing sentence, shall become effective on July 1 of each year and shall be payable in twelve equal monthly installments.

5. Utility Service

It is agreed between the parties hereto that all taxes, electric, heat, snow plowing, trash removal and any other expenses related to the Leased Premises shall be included in the rent made by the Lessee and referenced above, and, the Lessor is completely responsible for such expenses throughout the term of the Lease (provided, however, that nothing set forth herein shall be deemed an acknowledgement that taxes are due on this property which is currently tax-exempt). The Lessee will be responsible for provision of and payment for its own telephone and internet expenses.

6. Maintenance. Lessor shall take care of all repairs of the Leased Premises for the purpose of its use and occupancy by Lessee. Lessor shall be responsible for janitorial services of the Leased Premises. Lessee shall promptly advise Lessor of the need for any maintenance or repairs by giving notice to Lessor's designated representative.

7. Premises Insurance and Indemnification. It is further agreed that Lessee shall carry liability and property insurance, and shall place an endorsement thereon or the insurance policy shall contain a provision naming the Lessor as an additional insured, and Lessee shall deliver an insurance certificate to the Lessor each year upon the anniversary date of the renewal of the insurance policy thereon. The limits of such insurance shall not be less than \$500,000.00 for injury (or death) caused to one or more persons, per property. The insurance required by this section shall be primary insurance and the insured shall be responsible for the full amount of the loss up to and including the total limit of liability as set forth in the insurance policy Declaration, without the right of contribution from any other insurance coverage held by Lessor, subject to the Lessor's negligence or liability. Lessee shall, upon execution of this Lease, hereby release Lessor and hold harmless Lessor from any and all liability by reason of damage or injuries to persons or property regarding the condition or Lessee's use of the Leased Premises.

8. Signs. Lessee at its own cost and expense shall be permitted to erect reasonable signage on or about the Municipal Building and the Leased Premises subject to the prior written approval of the Lessor, which approval shall not be unreasonably withheld. Upon renewal of an existing lease arrangement between the parties, then Lessor hereby acknowledges the Lessor's prior approval of the existing signage will continue under a renewal term. Lessee shall be responsible at its own cost and expense for the installation and maintenance of any exterior signs and shall be obligated at its own cost and expense to remove such exterior signs at the expiration of the Lease term. If any municipal or zoning approvals are required for such signage, Lessee shall be required to obtain such approvals at its own expense.

9. Personal Property. Lessee may place upon the Leased Premises any personal property and the like and may remove the same at any time during the term of this Lease. All

personal property shall remain the property of the Lessee during the term of this Lease, and in case of damage or destruction thereto by fire or other causes, the Lessee shall have the right to recover as its own loss from any insurance company with which such Leased Premises has been insured. Lessee shall remove all personal property at the end of the term. Lessee shall pay the costs to repair any damage to the Leased Premises caused by the removal of any such personal property.

10. Subleasing and Assignment. Lessee shall have neither the right nor the power to assign this Lease. Lessee shall not have the power to sublease the Leased Premises or any portion thereof.

11. Liens. Lessee shall not permit any mechanic's or materialmen's or other liens of any kind to be enforced against the Municipal Building or the Leased Premises for any work done or materials furnished thereto at the request or on behalf of the Lessee, and Lessee shall indemnify and hold harmless the Lessor and the Leased Premises from and against any and all such liens, claims, demands, costs, charges, and expenses.

12. Events of Default and Remedies.

(a) The following shall be events of default under this Lease, and the terms "event of default" and/or "default" shall mean any one or more of the following events:

- (i) Failure by Lessee to pay the rent or any additional rent within ten (10) days of when due or to permit Lessee's insurance to lapse.
- (ii) Failure by Lessee to observe and perform any covenant, condition, or agreement on its part to be observed or performed, other than the payment of rent and maintenance of insurance, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given the Lessee, unless the Lessor shall agree in writing to an extension of such time prior to its expiration.

- (iii) Abandonment or vacation of the Leased Premises, or the dissolution or liquidation of the Lessee, or the filing by Lessee of a voluntary Petition in Bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as will impair its ability to carry on its operation on the Leased Premises, or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of its creditors or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceeding for its reorganization instituted under the provisions of the Bankruptcy Code, as amended, or under any similar act which may hereafter be enacted.

(b) Whenever any event of default referred to herein shall have happened and be subsisting for the time, if any, herein provided, Lessor may take any one or more of the following remedial steps:

- (i) Lessor may, at its option, declare all installments of rent payable for the remainder of the Lease term to be immediately due and payable,
- (ii) Lessor may reenter and take possession of the Leased Premises with or without legal action or by an appropriate legal proceeding without terminating this Lease and re-lease the Leased Premises for the account of the Lessee, holding Lessee liable for the difference in rent and other amounts payable hereunder as well as any amounts incurred by Lessor in securing such re-leasing.
- (iii) Lessor may terminate the Lease term, exclude Lessee from possession of the Leased Premises, and use its best efforts to lease the Leased Premises to another for the account of Lessor, holding Lessee liable for all rent and other payments due up the effective date of such leasing.
- (iv) Lessor may take whatever action at law or in equity as may appear necessary or desirable to collect the rent then due and thereafter to become due or to enforce performance and observance of any obligation agreement, or covenant of Lessee, under this agreement.

(c) No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or which may

now or hereafter exist at law or in equity. No delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time-to-time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it herein, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

13. Surrender. Lessee agrees that upon the termination of this Lease, it will peaceably and quietly surrender possession of the Leased Premises to the Lessor without Lessor giving any notice to quit or demand for possession.

14. Interpretation and Severability. The obligations of the parties in the interpretation of this Lease shall be governed by the laws of the Commonwealth of Pennsylvania. If any term or provision of this Lease or the application of any term or provision hereof to any person or circumstance is invalid or unenforceable, the remainder of this Lease, or the application of the terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected and will continue in full force and effect.

15. Jurisdiction. Lessor and Lessee agree to the jurisdiction of the Court of Common Pleas of Erie County, Pennsylvania in regard to any disputes arising out of this Lease. Lessor and Lessee agree to attempt to mediate any such disputes prior to the initiation of any cause of action in the Court.

16. Binding Effect. This Lease shall be binding upon the parties hereto and their successors.

17. Entire Agreement. This Lease constitutes the entire agreement between the parties hereto and there are no other understandings, promises, representation or warranties, oral or written, relating to the subject matter of this Lease, which shall be deemed to exist or to bind any

of the parties hereto, their respective heirs, executors, administrators, successors or assigns. No amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by both parties.

18. Notices. The parties to this lease shall send notices to each other only through the United States Mail, postage prepaid, Registered or Certified Mail, Return Receipt, addressed to either party hereto at their respective addresses specified above or such other address as either party has subsequently specified by written notice. Such notice shall be deemed given on the earlier of the date it is actually received or the date that is five (5) days after such notice is postmarked.

If to Lessor:

Summit Township Supervisors  
1230 Townhall Road West, Suite 100  
Erie, PA 16509

With required copy to:

Knox McLaughlin Gornall & Sennett, P.C.  
Attn: Summit Township Solicitor  
120 West 10<sup>th</sup> Street  
Erie, PA 16501

If to Lessee:

The Erie County Land Bank  
1230 Townhall Road West  
Erie, Pennsylvania 16509

19. Counterpart and Electronic Signatures. This Lease may be executed in any number of counterparts, each of which shall be considered an original for all purposes, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. A copy (including a PDF) or facsimile of a signature shall be binding upon the signatory as if it were an original signature. This Lease may be executed by means of electronic signatures and each copy to which such electronic signatures are affixed shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

SUMMIT TOWNSHIP:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Supervisor

ERIE COUNTY LAND BANK

\_\_\_\_\_

**EXHIBIT A**