

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (the "LEASE"), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2007, by and between **WARREN COUNTY SCHOOL DISTRICT**, with offices at 185 Hospital Drive, North Warren, Pennsylvania, hereinafter referred to as ----- **"LESSOR,"**

**A N D**

**YOUTH VOLUNTEER CORPS**, a volunteer organization within the Commonwealth of Pennsylvania, with address at c/o Mary Tucker, 905 Fourth Avenue, Warren, Pennsylvania, hereinafter referred to as ----- **"LESSEE."**

**WHEREAS**, the Lessor owns premises situated in the City of Warren, Warren County, Pennsylvania, upon which is located the Beaty-Warren Middle School; and

**WHEREAS**, the Lessee wishes to annually enter upon the premises of the Beaty-Warren Middle School to revitalize the inner courtyard by adding such items as flowers, plants, a greenhouse, and a study area; and

**WHEREAS**, it is the mutual desire of the Parties hereto that the Lessor let unto the Lessee the use of the appropriate portion of the Beaty-Warren Middle School premises on an annual basis for the express purpose of revitalizing the courtyard upon the following terms and conditions.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. The Lessor does hereby let unto the Lessee the appropriate portion of the Beaty-Warren Middle School premises for the purpose of revitalizing the inner courtyard by adding such items as flowers, plants, a greenhouse, and a study area. The Parties acknowledge and agree that this revitalization shall be done for the ultimate benefit of the Lessor, and that by separate Agreement, bearing even date herewith, the Lessee has agreed to release and transfer unto the Lessor the said property upon certain conditions set forth therein.

2. The term of the Lease shall commence upon the signing of the Lease, and shall conclude on the 31<sup>st</sup> day of December, 2007 or upon the date that the revitalization is completed and accepted by the Lessor, whichever date shall first occur.

3. This Agreement shall automatically renew each year, with the Lessee leasing the premises from April 1 through December 31 of each year hereafter, unless Lessor terminates the Agreement by giving one (1) week's written notice of said termination to Lessee. Lessor has the right to terminate this Agreement at any time after January 1, 2008, and the Agreement will automatically terminate upon the expiration of the one-week notice requirement contained in this provision.

4. The Lessee agrees that it will utilize the premises as described in Paragraph 1 above for the sole purpose of revitalize the inner courtyard.

5. The Lessee acknowledges that the Lessee has had a full opportunity to inspect and examine the subject premises, and the Lessee accepts this Lease for the premises in an "AS IS" condition, with any and all defects that presently exist or that may arise in the future on account of any cause or reason.

6. The Parties acknowledge and agree that this Lease Agreement does not create and vest in the Lessee an exclusive lease for the premises described in Paragraph 1 hereof. Instead, it is the intention of the Parties that the Lessor reserve unto itself the right to occupy the premises simultaneously with the Lessee for all of the normal purposes of the Lessor including, but not limited to, inspection and the right to assign or grant use of the premises to others.

7. All revitalization shall be performed at Lessee's own expense and with Lessee's own equipment. Further, the Lessee assumes all risk of accident and damage to Lessee, Lessee's equipment and all other persons and their equipment who may be associated with Lessee during the term of this Lease, and who are invited or permitted upon the premises by Lessee. Lessee also agrees to indemnify Lessor and hold Lessor harmless from all claims, suits and demands of every nature and description, including attorney's fees, made or brought by any third parties against the Lessor, the Lessor's successors and assigns, on account of accident or injury to the persons or property of third parties, which may arise out of or on account of the uses of the subject premises made by Lessee pursuant to this Agreement.

8. The subleasing or assigning of the subject premises by Lessee is prohibited.

9. The Lease rental for this Agreement shall be the sum of ONE DOLLAR (\$1.00). The Lessee agrees to refrain from charging fees for or collecting any revenue for admission to or use of the premises leased to it hereunder.

10. The Lessee agrees that it shall not substantially deviate from the terms of the Beaty Courtyard Revitalization Proposal which it previously submitted to the Director of Buildings and Grounds on April 10, 2007, without prior approval and consent from the said Director of Buildings and Grounds.

**IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound hereby, for themselves, their respective heirs, executors, successors and assigns, have hereunto set their hands and seals the day and year first above written.

ATTEST: (SEAL)

LESSOR:  
WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
BY:

ATTEST: (SEAL)

LESSEE:  
YOUTH VOLUNTEER CORPS

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
BY: