

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (the “LEASE”), made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between **WARREN COUNTY SCHOOL DISTRICT**, with offices at 185 Hospital Drive, North Warren, Pennsylvania, hereinafter referred to as ----- **“LESSOR,”**

**A N D**

**EISENHOWER HIGH SCHOOL LADY KNIGHTS BASKETBALL BOOSTERS ASSOCIATION** a volunteer organization within the Commonwealth of Pennsylvania, hereinafter referred to as ----- **“LESSEE.”**

**WHEREAS**, the Lessor owns premises situated in Pine Grove Township, Warren County, Pennsylvania, upon which is located the Eisenhower High School; and

**WHEREAS**, the Lessee wishes to annually enter upon the premises of the Eisenhower High School to install 10 permanent poles and basketball hoops in the back parking lot located on the premises; 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 Eisenhower High School premises for the express purpose of installing 10 permanent poles and basketball hoops in the back parking lot 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 Eisenhower High School premises for the purpose of installing 10 permanent poles and basketball hoops in the back parking lot. The Parties acknowledge and agree that the installation of the 10 permanent poles and basketball hoops 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 July, 2008 or upon the date that the installation of the 10 permanent poles and basketball hoops is completed and accepted by the Lessor, whichever date shall first occur.

3. Lessor has the right to terminate this Agreement at any time by giving one (1) week's written notice of said termination to Lessee. Additionally, this Agreement will automatically terminate on the 1<sup>st</sup> day of August, 2008.

4. The Lessee agrees that it will utilize the premises as described in Paragraph 1 above for the sole purpose of installing 10 permanent poles and basketball hoops in the back parking lot. The Lessee further agrees that all posts shall be structured out of 6" casing, shall be buried cement, and shall have an approximate 5' arm extending out to the backboard and hoop, thus allowing setback from the edge of the parking lot.

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. It is expressly agreed that Lessee's agents and members are independent contractors, and not employees of Lessor. As such, the installation of the 10 permanent poles and basketball hoops 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. Lessee agrees to carry and maintain for the benefit of Lessor liability insurance covering the operations of Lessee upon the Premises. The amount of said insurance shall be, for personal injury and property damage, a minimum of One Million Dollars (\$1,000,000.00) per occurrence. Failure to maintain the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve Lessee from the obligations of this Agreement, any provisions hereof to the contrary

notwithstanding. All insurance policies required of Lessee under the terms of this Agreement shall contain provisions that underwriters will have no rights of recovery or subrogation against Lessor, its agents, directors, officers, employees, or Board Members, it being the intention of the Parties that the insurance so effected shall protect all such Parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance.

9. Lessee agrees that it shall require each individual who participates in the installation of the 10 permanent poles and basketball hoops to, prior to participating, execute a Release (to be prepared by Lessor) whereby each participant agrees to assume all risk and hold Lessor, its agents, and employees harmless for any personal injuries that result from a participants participation in the installation of the 10 permanent poles and basketball hoops. Said Releases shall be provided to the Lessor's Director of Buildings and Grounds at least 3 days prior to the date or dates on which the installation is to occur.

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

11. 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.

12. The Lessee agrees that the locations of the 10 permanent poles and basketball hoops shall not substantially deviate from the diagram attached hereto as Exhibit A, which Lessee previously submitted to the Director of Buildings and Grounds, 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:  
EISENHOWER HIGH SCHOOL LADY  
KNIGHTS BASKETBALL BOOSTERS  
ASSOCIATION

\_\_\_\_\_  
Secretary

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