

## **LEASE AGREEMENT**

**THIS LEASE**, made the 1st day of September, 2012, by and between **WARREN COUNTY SCHOOL DISTRICT**, with address at 589 Hospital Drive, Suite A, Warren, Pennsylvania 16365, hereinafter ----- **“LESSOR,”**

AND

**WARREN-FOREST COUNTIES ECONOMIC OPPORTUNITY COUNCIL’S HEAD START PROGRAM**, Warren, Pennsylvania, hereinafter -----  
----- **“LESSEE.”**

The Lessor is the owner of premises Clarendon, Warren County, Pennsylvania, known as the Allegheny Valley Elementary School. The Lessee operates a federally funded Headstart Program and requires facilities for its program in the area which includes Clarendon and the surrounding areas.

In consideration of the annual charge of Five Dollars (\$5.00) per square foot per year for space payable in one installment in September, and the benefits to the public, and, in particular, to preschool children in Clarendon and surrounding areas, Lessor does demise and lease unto the Lessee for its Headstart Program the use of classroom space located at Allegheny Valley Elementary School with the appurtenances for the sole and only purpose of the conduct by the Lessee of its Head Start Program, under the Agreement as follows:

1. The current dimensions of the room shall be recorded as thirty-three (33) feet by thirty (30) feet for a total square footage of the leased space to be nine hundred and ninety (990) square feet. In consideration of the annual charge of Five Dollars (\$5.00) per square foot per year, with the total of the leased space being nine hundred and ninety (990) total square feet, the total annual charge is Four Thousand Nine Hundred and Fifty dollars (\$4,950).

2. The term of this Lease shall commence on the date and year first above written and shall terminate on August 31, 2013.

3. The Lessee shall use the premises solely for educational purposes.

4. The Lessee shall and may use such facilities of the Lessor in connection with this Lease as will permit it to properly operate its program at Allegheny Valley Elementary School.

5. The Lessor shall provide and pay for utilities, routine maintenance, and trash removal.

6. 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 and hold Lessor, its agents, representatives, directors, or employees 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, its agents, representatives, directors or employees, on account of the conduct or actions of the Lessee or the Lessee's employees, agents, or students during the term of this Agreement. Lessee's duties and obligation in accordance with this provision shall survive the termination of the Agreement and shall cover all claims regardless of when the claim is asserted.

7. The Lessor reserves the right to inspect the premises at any time, with no prior notice required to be given to the Lessee.

8. No part of the premises shall be assigned or sublet without prior written consent of the Lessor.

9. Any alterations made to the premises by the Lessee must be approved in writing by the Lessor prior to the commencement of the alterations.

10. The Lessee agrees to keep the premises in a clean, safe and well-maintained condition, and upon the termination of this Agreement, will ensure that the premises are left in said condition. In the case of any damage by reason of Lessee's occupancy that cannot be repaired through the routine maintenance described in Paragraph 4 of this Agreement, Lessee shall promptly repair the premises at its sole expense.

11. During the term of this Lease, the Lessee agrees to comply with all applicable federal, state, and local laws, rules and regulations, and the Lessor shall in no event be liable and shall be indemnified (including Lessor's attorney's fees) and held harmless for any violation of any law committed by Lessee or the Lessee's employees or agents. Lessee's obligations in accordance with this provision shall survive the termination of this agreement.

12. In the event that Lessee shall breach any term or condition of this Lease, the Lessor shall have the right to, after giving Lessee thirty (30) days' written notice of the conditions that constitute the breach, terminate this Agreement and immediately repossess the premises. No termination of this Agreement nor recovery of possession or damages shall release the Lessee from liability for the breach of any covenant herein contained.

13. The Lessee acknowledges that the Lessee has had full opportunity to inspect and examine the subject premises, and the Lessee accepts this lease for the premises in "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.

14. The Parties agree that they conduct completely separate businesses and affairs, are separate entities, are not partners or joint venturers in any sense whatsoever, and that all persons engaged in the operation and conduct of the Lessee's program shall be employees of the Lessee and shall not be regarded as employees, agents or representatives of the Lessor. All compensation, benefits and other terms and conditions of employment of such persons shall be the exclusive responsibility of the Lessee. The Lessor shall have no obligation to provide any compensation, benefit, direction, assistance, supervision, or supplies to any person engaged in the operation and conduct of the Lessee's program.

15. The Lessee agrees to carry and maintain for the benefit of Lessor liability insurance that covers the operations of the Lessee upon the premises and that lists the Lessor as an additional insured. Said insurance shall be for personal injury and property damage and shall be in an amount acceptable to the Lessor's Director of Buildings and Grounds. The Lessee shall provide the Lessor with copies of all required insurance policies prior to execution of this Agreement. The Lessor shall also have the right, at any time, to request that the Lessee provide the Lessor with satisfactory evidence that said insurance coverage remains in full force and effect. Failure to maintain the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve the Lessee from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding.

16. The parties agree to execute any documents and to take such further action as may be necessary to fulfill the intent of this Agreement.

17. There are no understandings between the parties regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by a written addendum signed by Lessor and Lessee.

18. If any paragraph or term of this Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the parties hereto.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_  
Arthur J. Stewart, President  
Board of School Directors

WITNESS:

WARREN-FOREST COUNTIES  
ECONOMIC OPPORTUNITY COUNCIL  
HEAD START PROGRAM

\_\_\_\_\_

By: \_\_\_\_\_