

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by and between **THE CITY OF WARREN**, a Home Rule Charter Municipal Corporation located in the Commonwealth of Pennsylvania, with its place of business located at 318 West Third Avenue, Warren, PA, 16365, hereinafter referred to as "Owner,"

AND

WARREN COUNTY SCHOOL DISTRICT, with its place of business located at 6820 Market Street, Russell, PA 16345-3406, Warren County, Pennsylvania, hereinafter referred to as "School District."

WHEREAS, Owner owns premises which are conducive to the practice and play of tennis (Tennis Facility) located at Betts Park which is located within the City of Warren; and

WHEREAS, the parties hereto executed a Lease Agreement dated August 17, 2015 for use of the Tennis Facility, which Agreement has expired according to its terms; and

WHEREAS, School District desires to continue to utilize said Tennis Facility in order to accommodate tennis practice and play by School District students; and

WHEREAS, the parties hereto wish to set forth in writing the terms under which the School District may continue to utilize the Tennis Facility to provide use for School District tennis practice and matches.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound hereby, the Parties to this Lease Agreement hereby agree as follows:

1. Owner hereby grants to School District authority to enter upon and use that portion of the Owner's premises described below and as shown on the map attached hereto as Exhibit A upon the terms and conditions hereinafter set forth.
2. The portion of the Owner's premises to be used by the School District is commonly known as the Clifford R. Betts Tennis Courts.
3. The parties agree that the School District may utilize the premises described in the preceding paragraph during the Fall sports season (August 1 through October 31) and the Spring sports season (March 1 through June 1), Monday through Friday from 3:30 PM until 6:30 PM daily in the academic years 2018-2019, 2019-2020, and 2020-2021
4. For the use of the Tennis Facility, the School District shall pay to Owner the following fees:

2018 - 2019	\$1550
2019 - 2020	\$1650
2020 - 2021	\$1750
5. The School District agrees to refrain from affixing any permanent structures and from committing waste of any type upon the Owner's premises.

6. The School District agrees to provide prompt notification to the Owner of any deviation from or cancellation of the scheduled use of the Tennis Facility as set forth above. Any proposed change in scheduled use per the terms set forth in this Agreement due to rainouts or other circumstance shall be cleared in advance with the Owner's Parks and Recreation Department.
7. School District agrees to annually complete a Permit Usage Form and to comply with all City rules, regulations, and ordinances which apply to use of the Tennis Facility (copies of the applicable documents are attached).
8. School District agrees that it shall defend, protect, indemnify, and save Owner harmless from and against any and all claims, demands, and causes of every kind and character, including attorney's fees, arising on account of personal injuries, death, or damage to property occurring, growing out of, incident to, or resulting, directly or indirectly, from the use of the Tennis Facility by School District, School District's employees, contractors, agents, customers, students, guests, invitees, licensees, successors, or assigns.
9. The School District assumes all risk of accident and damage to the School District, School District equipment, and all persons working with the School District and agrees that it has inspected the Tennis Facility and takes the Tennis Facility as it finds it, it being agreed that this Agreement is entered into for the convenience of, and at the request of, the School District. The School District agrees to indemnify Owner and hold Owner harmless from all claims, suits and demands made or brought by any Third Party against the Owner, the Owner's officers, employees, agents and assigns, on account of any accident or injury to persons or property of Third Parties which may arise out of or on account of the operations and use of the School District under this Agreement.
10. School District shall keep in effect, at its sole cost and expense, comprehensive general liability insurance in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, with the Owner named as additional insured thereon and appropriate endorsements attached. Proof of said insurance shall be provided to Owner prior to commencement of this Lease and upon each policy renewal during the Lease term. If necessary, the underlying insurance policy must be amended in order to provide Owner with coverage and thirty (30) day Notice of Cancellation.
11. This Agreement shall remain in full force and effect until the conclusion of the 2021 spring sports season. Either party reserves the right to terminate this Agreement at any time and for any reason by giving to the other party at least thirty (30) days' written notice of the intent to terminate subject to the restriction that Owner agrees that it is not permitted to terminate this Agreement such that the effective termination date (at the conclusion of the 30-day notice period) occurs during either the spring sports season or the fall sports season, as these terms are defined in Section 3 of this Agreement. Any attempt by Owner to terminate this Agreement such that the effective termination date occurs during either the spring sports season or the fall sports season shall not become effective until the conclusion of the applicable season, which shall include any playoff matches. In the event of early termination, the School district shall be entitled to a pro-rated refund of the amount paid by the School District pursuant to Section 4 of this Agreement, with said pro-ratio being based on the effective date of the termination.

12. All rights hereunder are personal and may not be assigned by the School District to entities or persons not associated with or operating under the authority of the School District.
13. Upon termination of this Agreement, regardless of the reason for said termination, should any improvements have been made to the Tennis Facility by School District, said improvements shall be and become the sole and exclusive property of Owner, with no payment or consideration of any kind or type being due from Owner to School District.
14. During the time that this Lease Agreement remains in effect, School District shall be responsible for any and all cleanup of the Tennis Facility including, but not limited to, removal of garbage, rubbish, debris, and the like, and snow and ice removal, at School District's sole cost and expense.
15. All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid, or unenforceable by any court of law (or arbitrator) for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto.
16. This Agreement embodies the entire understanding between the parties and any alterations, amendments, or extensions must be made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by their proper officers and signed and sealed the day and year set forth above.

ATTEST:

CITY OF WARREN, "OWNER"

Nancy K. Freenock, City Manager

Maurice J. Cashman, Mayor

WITNESS:

**WARREN COUNTY SCHOOL DISTRICT
"SCHOOL DISTRICT"**

Printed Name: _____

Printed Name: _____