

## **LEASE AGREEMENT**

**THIS LEASE**, MADE THE 14<sup>th</sup> day of May, 2018 by and between **WARREN COUNTY SCHOOL DISTRICT**, with an address of 6820 Market Street, Russell, Pennsylvania 16345, hereinafter referred to as-----"LESSOR,"

AND

**NORTHWEST TRI-COUNTY INTERMEDIATE UNIT**, with an address of 252 Waterford Street, Edinboro, Pennsylvania 16412, hereinafter referred to as-----"LESSEE.

The Lessor is the owner of premises located in Youngsville, Warren County, Pennsylvania, known as Youngsville High School. The Lessee operates a preschool program and requires facilities for its program and associated office space in the area which includes Youngsville and the surrounding areas.

In consideration of the annual charge specified in Section 1 of this Agreement and the benefits to the public, and, in particular, to preschool children in Youngsville and the surrounding area, Lessor, pursuant to 24 P.S. §7-775, does demise and lease unto the Lessee the use of two classroom spaces located at Youngsville High School, with the appurtenances, for the sole purpose of the operation by the Lessee of its preschool program and associated office space, under this Agreement as follows:

1. The current dimensions of a classroom at Youngsville High School shall be recorded as 22 feet 6 inches by 35 feet, for a total square footage of 787.5 square feet. Applying the annual charge of \$5.15 per square foot per year, the total annual charge equals \$4,055.63 per classroom, for a total annual charge for two classrooms of \$8,111.26, which shall be paid in one installment in July of 2018.
2. The term of this Lease commenced on July 1, 2018, and shall terminate on June 30, 2019, unless terminated earlier pursuant to Section 12 of this Agreement.
3. The Lessee shall use the premises solely for the purpose of operating its preschool program and for associated office space.
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 preschool program and office space at Youngsville High School (restrooms, means of ingress and egress from the classrooms, etc.).
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. To the fullest extent permitted by law, Lessee 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 party on account of the operation of Lessee's program or the conduct or actions of the Lessee or the Lessee's employees, agents, or students during the term of this Agreement. This provision shall exclude any claim, suit or demand made or brought by any third party on account of the operation of Lessor's programs or the conduct or actions of the Lessor or the Lessor's employees, agents, or students. 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 by Lessee 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 Section 5 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, to the fullest extent permitted by law, be indemnified (including Lessor's reasonable costs and attorney's fees) and held harmless for any any or action or violation of any law, rule or regulation committed by the Lessee or the Lessee's employees or agents. Lessee's obligations in accordance with this provision shall survive the termination of this agreement and shall cover all claims regardless of when the claim is asserted.

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.

Additionally, in the absence of a breach by Lessee, Lessor, upon 90 days' written notice to Lessee, shall have the right to terminate this Agreement for convenience or to reduce the number of classrooms available for use by Lessee for convenience. In such

case, the compensation paid by Lessee pursuant to Section 1 of this Agreement shall be pro-rated through the effective date of the termination or reduction in the number of classroom, any pro-rated refund owed to Lessee shall be paid within 30 days of the date of the termination or reduction in the number of classrooms, and Lessee agrees to forever release Lessor from any and all liability with respect to the termination or reduction in the number of classrooms.

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 have a policy limit of at least \$2,000,000. 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. For any employee of Lessee that will have direct contact with children, Lessee agrees to be solely responsible, financially and otherwise, for ensuring compliance with 24 PS 1-111.1 (pertaining to employment history reviews); for ensuring compliance with all applicable criminal background check requirements (state and federal, with updates every 5 years as required by law) and ongoing reporting requirements relative to arrests or convictions; for ensuring compliance with all applicable child abuse clearance requirements (with updates every 5 years as required by law) and ongoing reporting requirements relative to alleged child abuse; and for ensuring compliance with all applicable child abuse training and reporting requirements. Lessee acknowledges and agrees that any employee of Lessee that will have direct contact with children is a mandated reporter of child abuse pursuant to 23 Pa.C.S.A. §6301, *et. seq.* Lessee shall be responsible for complying with School District Policies 7020 and 5002, which can be accessed on the School District's website (<http://www.wcsdpa.org>) or provided to Lessee

upon request.

Lessee shall maintain records documenting employment history reviews, criminal background checks, and child abuse clearances for all employees that have direct contact with children and shall provide the School District with proof of compliance before any individual is permitted to have contact with students of the School District. Lessee shall also maintain records that document child abuse training and ongoing reports received relative to arrests, convictions, or alleged child abuse. Upon receiving any such report relative to arrests, convictions, or alleged child abuse, Lessee shall immediately notify the School District's Superintendent in writing. The School District may at any time request access to any or all of the records identified in this paragraph and, upon receipt of such request Lessee shall provide the School District with access within 24 hours.

For purposes these provisions, the term "direct contact with children" shall mean, "the possibility of care, supervision, guidance or control of children or routine interaction with children." The term "routine interaction" shall mean, "regular and repeated contact that is integral to a person's employment or volunteer responsibilities."

Lessee agrees that that any violation of this provision by the Lessee shall constitute a material breach of this Agreement and shall be grounds for the School District's termination of this Agreement. Additionally, Lessee understands that a violation of this provision may legally bar the School District from being able to contract with Lessee in the future.

To the fullest extent permitted by law, Lessee agrees to indemnify, defend, and hold harmless the School District and the School District's officers, agents, Board Members, directors, employees, and representatives from and against any and all losses, claims, actions, injuries, damages, liability, and/or expenses (including litigation and reasonable counsel fees) that arise out of, or that are in any way associated with Lessee's or Lessee's, employee's, agent's, or third party contractor's failure to adhere to any of the requirements of this provision. Lessee's obligations to the School District in this respect shall survive the termination of the Agreement and shall cover all claims regardless of when the claim is asserted.

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

18. 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 and approved by the Lessor's Board of School Directors at a public, advertised meeting held in compliance with the Pennsylvania Sunshine Act.

19. 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.

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

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Secretary, Board of School Directors

By: \_\_\_\_\_  
President, Board of School Directors

ATTEST:

NORTHWEST TRI-COUNTY INTERMEDIATE UNIT

\_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_  
President, Board of Directors