## LEASE AGREEMENT

THIS AGREEMENT made by and between Chartiers Valley School District with offices located at 2030 Swallow Hill Road, Pittsburgh, PA 15220, Allegheny County Pennsylvania, herein referred to as "Lessor"

## AND

**ALLEGHENY INTERMEDIATE UNIT HEAD START PROGRAM** of Allegheny County, Pennsylvania, hereinafter referred to as the "Lessee".

## WITNESSETH:

1. **Premises:** Lessor hereby leases to Lessee the exclusive use of the following property:

Room 251, 825 sq. ft. Chartiers Valley Primary School 125 Thomas Run Rd Bridgeville, PA 15017

As well as shared use of common areas and outdoor play area. Primary use of entrance 5 for children drop off and pick up.

Common Areas: Lessor hereby grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this agreement, the non-exclusive right to use, in common with others entitled to such use, the common areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof.

2. **Term and Termination:** This lease shall commence on **July 1, 2023**, and terminate on **June 30, 2024**. Either party shall have the right to terminate this lease at any time during the lease period by giving ninety (90) days' written notice to the other party. In the event Lessee remains in possession of the property for any period after the expiration of the agreement term a new month-to-month tenancy shall be created subject to the same terms and conditions of this

agreement and at the monthly rental rate stated in Section 3 unless otherwise agreed by the parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days' notice by either Party or on longer notice if required by law.

- 1. 3. **Rent:** In consideration of Lessor's promise to lease the aforedescribed premises and mutually dependent thereon, Lessee promises to pay Lessor the amount of Ten Thousand, Twenty and 00/100 (\$10,020.00) Dollars payable in Twelve (12) installments of Eight Hundred Thirty five and 00/100 (\$835.00) Dollars beginning on or before <u>July 1, 2023</u>, and on or before the first of each successive month thereafter, unless said lease is sooner terminated. It is understood by the parties hereto that upon giving proper notices of termination as provided in Paragraph 2, the Lessee's obligation to make the monthly installments shall cease.
- 4. **Utilities:** Provision of utilities for the leased premises shall be the responsibility of the individual parties as follows:

Utility	Lessor	Lessee
Electricity	X	
Gas/Heat	X	
Sewage	X	
Water	X	
Garbage Removal	X	
Janitorial Services	X	
Broadband Internet	X	
Connectivity/Network		
Access*		

\*In the event that Internet Connectivity is Lessee's responsibility, Lessor shall provide reasonable accommodation and assistance in meeting any installation requirements.

- 5. **Alterations:** Subject to Lessor's approval, Lessee may, at Lessee's sole cost and expense, make any reasonable alteration to enable it to effectively carry out the purpose of its program.
- 6. **Furniture:** Lessee shall be entitled to use the furniture presently in the rooms leased, and shall be allowed to bring in additional furniture as needed.
- 7. **Building and Utility Maintenance:** Lessor promises to keep and maintain drainage, water heater, air conditioning, heating, and other related equipment (if applicable), electrical wiring, any and all roof repairs and maintenance, grass cutting, snow removal and keeping the structure of the building in good condition during the term of this lease and any renewals hereof; provided, however, that any maintenance or repairs which are the result of damages caused by Lessee's use of the premises shall be paid for by the Lessee, normal wear and tear excepted.
- 8. **Insurance:** Lessee shall purchase and maintain adequate liability insurance on the premises to fully protect Lessor's interest in the premises and to cover any liability or obligations for which Lessor might become liable as a result of Lessee's activities.

In addition, it is understood and agreed that Lessor shall have no obligation to purchase and maintain any insurance on the premises to protect Lessee's interest in the premises or to cover any obligation for which Lessee might become liable as a result of Lessee's activities.

- 9. **Personal Injury and Property Damage.** Lessee shall be responsible for any injury or damage to any person or to any property at any time on said premises that is caused by the negligence or intentional acts of Lessee or its employees or agents, likewise Lessor shall be responsible for any injury or damage to any person or to any property at any time on said premises caused by the negligence or intentional acts of Lessor or its employees or agents.
- 10. **Entire Agreement:** This agreement represents the entire understanding of the parties and there are no representations, covenants, or conditions that are not herein set forth and any amendment hereto shall be in writing and executed by the parties hereto.
- 11. **Applicable Law:** This agreement shall be interpreted by and under the laws of the Rev 2.2.23

## [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates shown below, intending to be legally bound hereby.

ALLEGHENY INTERMEDIATE UNIT
By:
President, Board of Directors President, Board of Directors
Attest:
By:
Secretary, Board of Directors Secretary, Board of Directors
Date:
Chartiers Valley School District
By:
(NAME, TITLE)
Date: