

475 East Waterfront Drive Homestead, PA 15120 (412) 394-5700 www.aiu3.net

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Mr. Joseph Shaulis, Esq. General Counsel January 12, 2021

Dr. Johannah Vanatta, Superintendent Chartiers Valley School District 2030 Swallow Hill Road Pittsburgh, PA 15220

Dear Dr. Vanatta,

We would like to renew our lease agreement with you. Enclosed are 2 copies of the agreement for space that the Allegheny Intermediate Unit rents from you at Chartiers Valley Primary School.

If acceptable, please sign and return both copies to me at the following address as soon as possible:

Allegheny Intermediate Unit Attn: John Batis 475 East Waterfront Drive Homestead, PA 15120

Once the signed copies of the agreement are returned, I will submit it for approval by the Allegheny Intermediate Unit Board of Directors and return one copy of the fullyexecuted agreement to you.

Please feel free to contact me at 412-394-4531 with any questions. Thank you.

Sincerely,

John J. Batis

Coordinator of Facilities, Maintenance and Logistics

JJB:kae

Enclosures

# LEASE AGREEMENT

THIS AGREEMENT made by and between Chartiers Valley School District with offices located at 2030 Swallow Hill Road, Pittsburgh, PA 15220, 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.

- 2. Term and Termination: This lease shall commence on <u>July 1, 2021</u>, and terminate on <u>June 30, 2022</u>. Either party shall have the right to terminate this lease at any time during the lease period by giving ninety (90) days written notice. Should this lease run full term, and neither party sends written notification to terminate this lease at the end of the term, it shall automatically renew on the first of each month for a 30-day period.
- 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 Nine Thousand, Seventy-Five and 00/100 (\$9,075.00) Dollars payable in Twelve (12) installments of Seven Hundred Fifty-Six and 25/100 (\$756.25) Dollars beginning on or before **July 1, 2022**, 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: In consideration of the above, Lessor promises to provide all utilities including

electricity, heat, sewage, water, garbage removal and all janitorial costs.

- 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, but 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. The insurance shall be acceptable to Lessor, and Lessor shall be named as an Additional Insured on the policy. Lessee shall provide evidence of such insurance to Lessor prior to the commencement of the Lease term, and shall maintain such insurance in place throughout the term of the lease and shall not make any changes to the same during the Lease Term.

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. <b>Applicable Law:</b> This agreement shall be interpreted by and under the laws of the Commonwealth of Pennsylvania.	
ATTEST:	Chartiers Valley School District
	BY:
ATTEST:	ALLEGHENY INTERMEDIATE UNIT
	BY: