

LEASE AGREEMENT

This lease Agreement is made and entered into this ____ day of _____, ~~2018-2020~~ by and between THE TOWNSHIP OF CRANBERRY, hereafter referred to as Lessor, and the PITTSBURGH NORTH REGIONAL CHAMBER, hereinafter referred to as Lessee.

WITNESSETH:

1. **LEASED PREMISES:** Lessor hereby demises and leases to Lessee and Lessee hereby accepts and hires from Lessor certain office space ("Leased Premises") consisting of approximately 515 square feet of floor space known and designated as Suite 200 of the building known as the Cranberry Township Municipal Center located at 2525 Rochester Road, Cranberry Township, Pennsylvania, (the "building"), for use as offices without furniture and fixture and for no other purpose.

2. **TERM:** The term of this lease shall be for the period set forth in this paragraph, unless sooner terminated under the provision hereof.

(A) **PRIMARY TERM:** The primary term shall commence at 12:00 a.m. on the **1st day of January, ~~2019-2021~~** ("Commencement Date") and shall end at 5:00pm on the **31st of December, ~~2020~~2022**.

(B) **SURRENDER AT END OF TERM; WAIVER:** Lessee shall immediately surrender possession of the leased premises at the expiration of the term of this lease, or upon its sooner termination. Lessee shall leave the leased premises broom clean and free of debris, and in good order and condition, reasonable wear and tear and damage or other hazard not occurring through the intentional acts or negligence of Lessee, its employees, agents or invitees alone excepted. In addition, Lessee shall deliver to Lessor or its Managing Agent all keys, plastic cards or other entry devices for the leased premises in the building and its appurtenances.

LESSEE WAIVES ALL RIGHT TO ANY NOTICE WHICH MAY BE REQUIRED UNDER ANY LAWS NOW OR HEREAFTER ENACTED AND IN FORCE IN PENNSYLVANIA, INCLUDING THE LANDLORD AND TENANT ACT OF 1951, ACT OF APRIL 6, 1951, AS AMENDED. LESSEE AGREES TO GIVE UP QUIET AND PEACEABLE POSSESSION OF THE LEASED PREMISES AT THE END OF THE TERM OR OF ANY RENEWAL TERM WITHOUT FURTHER NOTICE FROM LESSOR.

3. **RENT:**

(A) **BASIC RENT:** For the period January 1, ~~2019-2021~~ through December 31, ~~2020~~2022, Lessee agrees to pay to Lessor at Lessor's address set forth herein (or at such other place as Lessor shall from time to time designate in writing) in lawful money of the United States of America, a monthly rental of Eight Hundred Fifty Eight Dollars and 33/100 Cents (\$858.33). Said monthly rental shall be payable in advance on the first day of each calendar month after commencement of the term hereof. If said monthly basic rent is not paid on or before the fifth (5th) day of the month, at Lessor's option, a monthly late charge of Ten Dollars (\$10.00) shall be due and payable by Lessee as additional rent for each and every month that said monthly basic rent is delinquent. The amounts set forth in this paragraph include a square foot rental charge of \$20.00 per square foot.

(B) LESS THAN A MONTH: In the event that this Lease commences on a day other than the first day of the month or terminates other than the last day of the month, the rent for such partial months shall be prorated based upon a thirty-day month.

4. SECURITY DEPOSIT:

(A) CREATION OF THE DEPOSIT: Upon execution of this Lease, Lessee shall pay the Lessor, and maintain on deposit with Lessor, funds in the amount of Eight Hundred Fifty Eight Dollars and 33/100 Cents (\$858.33), based on one month's rental, as a security deposit for the payment of damages to the leased premises for which Lessee is responsible or for default in the payment of rent; ~~provided however that the The parties agree acknowledge~~ that the Lessee has previously paid ~~\$815.42 the 858.33 as a~~ security deposit and that ~~the sum of \$42.91 remains to be paid no additional security deposit funds are due~~ upon execution of this Lease.

(B) APPLICATION: If there shall be any damage to or about the leased premises for which Lessee is responsible or if Lessee is in default in rent, Lessor, at its sole option, may apply the whole or any part of the security deposit including interest, if any, to the extent necessary to reimburse Lessor for such damages or default in rent. Lessor shall not, however, be required to apply this security deposit, or any part thereof, to these purposes. Lessor may look to Lessee directly and in penalty for reimbursement for any loss or result of such damages or for any defaults from that period. Should Lessor apply all or any portion of the security deposit, to the purposes permitted under this Paragraph during any term created under this Lease Agreement, Lessee shall pay to Lessor the sum of money necessary to maintain the total security deposit at the amounts set forth above, within five (5) days after receipt by Lessee of written notice from Lessor.

(C) NOTIFICATION BY LESSEE: Within thirty (30) days after termination of this Lease, Lessee shall notify Lessor in writing as to a forwarding address for the return of the security deposit or any unexpended portion thereof. If Lessee shall fail to notify Lessor in writing as to such forwarding address within said ~~30-day~~ 30-day period, Lessor shall be relieved of all obligation to return such security deposit to Lessee.

(D) LIST OF DAMAGES; RETURN OF DEPOSIT: Within ten (10) days after receipt of such written notification from Lessee, Lessor shall either: (a) return the security deposit in full to Lessee or (b) provide Lessee with a detailed written statement of the amounts withheld from the security deposit on account of delinquent rentals or of damages to the leased premises for which Lessee is responsible along with the return of the balance of the security deposit, if any, not applied for these purposes.

5. UTILITIES AND SERVICES: All of the following utilities and services, except those stricken shall be supplied by and paid for by Lessor: heat, water, electric, air-conditioning, snow removal, sewage, trash disposal, parking, janitorial services, and common areas

Any utilities or services not to be supplied by Lessor shall be the responsibility of and paid by Lessee.

This Lease shall not be affected and there will be no diminution or abate of rent or other payments and no constructive eviction shall be claimed or allowed because of the interruption or curtailment of any services or utilities in or to leased premises from causes beyond Lessor's control nor for any inconvenience arising from repairs or improvements made to the same in or about the leased premises.

6. USE CLAUSE: Lessee shall use the leased premises for general office purposes only. Lessee shall not use the leased premises for any illegal or improper purpose which shall constitute a nuisance nor do or suffer anything to be done in or about the leased premises which will violate any laws, governmental rules, regulations or ordinances or cause an increase in the rate of fire or other insurance or jeopardize the coverage of the same.

7. LESSEE'S OBLIGATIONS: Lessee shall use in a reasonable manner all utilities for which Lessor is responsible, conduct its business in a manner that will not be objectionable to other tenants in the building, including noise, vibration, odor or fumes, and not cause liens of any kind (whether for materials, wages, labor services) to be placed against building, lands or leased premises.

8. MAINTENANCE AND REPAIRS:

(A) BY LESSOR: Lessor shall maintain in good order, condition and repair the building and all of its structural and mechanical elements, including plumbing, air conditioning and electric systems, windows, floors and all other items which constitute a part of the leased premises installed or furnished by Lessor. Lessor shall also be responsible for repairing any damage to the leased premises which is caused by leakage of pipes, windows, roofs or exterior walls or caused by Lessor, its employees, agents or invitees. In addition, Lessor shall be responsible for the maintenance and repair of all common areas of the building and appurtenances, including sidewalks, parking areas and landscaped areas. In no event, however, shall Lessor be responsible for the repair of any damage caused by any act, omission or negligence of Lessee, its employees, agents or invitees.

(B) BY LESSEE: At its sole cost and expense, Lessee shall at all times maintain the leased premises in a neat, clean and orderly condition and repair including the interior surfaces of the ceilings, walls, floors, carpeting (but not the replacement of the same), doors and all fixtures, appliances and special facilities installed by or for Lessee. All maintenance and repairs by Lessee shall be made in a first class, workmanlike manner by personnel or contractors previously approved by Lessor. Lessee shall require its personnel or contractors to comply with all building standards or other reasonable requirements of Lessor.

(C) NON-LIABILITY: Lessor shall not be liable for any injury to or interference with Lessee's business arising from the performance of any repairs, maintenance or improvements in or to the building, the leased premises or to any appurtenances or equipment therein; provided, however, that Lessor shall perform any such work with due diligence and in a manner so as to minimize interference with Lessee's business.

9. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS:

(A) Lessee shall not make alterations, additions or improvements to the leased premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

(B) Unless otherwise agreed to in writing, all alterations, additions or improvements made by Lessee shall become the property of Lessor at the termination of any term created under this Lease and shall remain in and be surrendered with the leased premises, without disturbance or injury; however, the Lessee shall promptly remove, if Lessor so elects, all alterations, additions and improvements, and any other property placed in the premises by Lessee, and Lessee shall repair any damage caused by such removal.

(C) Notwithstanding the above, and provided that Lessee is not then in default of any of the terms and conditions of this Lease, Lessee shall have the right to remove all trade fixtures and appliances installed by Lessee at the expiration of any term created under this Lease, and Lessee agrees to repair any damages to the leased premises by reason of such removal, except reasonable wear and tear.

10. ACCESS: Lessor hereby reserves the right on behalf of itself, employees and agents to enter the leased premises at all reasonable times for the purposes of inspection, making repairs or improvements, or to exhibit the leased premises to prospective tenants, purchasers, mortgagees, appraisers, insurers, contractors or workmen without liability to Lessee for any loss of quiet enjoyment of the leased premises. When conveniently possible, Lessor shall give prior notice (oral or written) before any such entry. Lessor shall not abuse the right of access or use it to harass Lessee.

11. INSURANCE:

Lessee shall, during the entire term of this Lease, keep in full force and effect a policy of public liability insurance with respect to the property and the business operated by Lessee in the property, the limits of general liability shall not be less than \$500,000 per occurrence/\$1,000,000 aggregate, naming Lessor as additional insured. The policy shall contain a clause that the Lessee will not cancel or change the insurance without first giving the Lessor ten days prior written notice. Failure to maintain insurance in the minimum amounts set forth above shall constitute a default under this Lease.

Duplicate originals or certificates of insurance of the policy provided shall be furnished by Lessee to Lessor.

12. FIRE OR OTHER HAZARD:

(A) TOTAL DAMAGE: In the event that damage by fire or other hazards shall be so extensive as to render the leased premises wholly untenable, the rent shall cease until such time as the leased premises are restored tenable. Further, in the event of such total damage, Lessor and Lessee shall each have the option of terminating this Lease. In the event of such termination, Lessor shall refund to Lessee any rent applicable to the period subsequent to the occurrence of said fire or other hazard.

(B) PARTIAL DAMAGE: If the leased premises or the building shall be partially damaged by fire or other hazard but not to such extent as to render the leased premises wholly untenable, repairs shall be made by Lessor as soon as reasonably may be done and the rent shall be equitably apportioned according to the areas of the leased premises rendered unusable from the date of such fire or other hazard until the same are restored.

13. ASSIGNMENT; SUBLETTING: Lessee shall not have the right, without the prior written consent of Lessor, to assign the lease, and any interest therein, and to sublet the leased premises, or any part thereof, or any right or privilege pertinent thereto, provided each assignee assumes in writing all of Lessee's obligations under this Lease. Any such consent, if given by Lessor, shall not release Lessee from any of Lessee's obligations under this lease (unless so specified) nor shall it serve as a waiver of the need for written consent in all future cases; nor shall such consent unreasonably be withheld or delayed.

14. SIGNS: Lessee's name may be placed on the tenant directory outside of the building, if any, or in the lobby of the same. However, unless specifically approved in writing by Lessor in advance, no sign, placard, picture, advertisement, name or notice shall be displayed, printed or affixed to the outside or inside of the building, the leased premises or in the vicinity of the same.

15. LESSEE'S DEFAULT:

(A) EVENTS OF DEFAULT: Any one or more of the following shall constitute an event of default under this Lease:

- (1) Failure by Lessee to pay any installment of basic rent, additional rent or of any other charge or expense so provided for under this Lease within thirty (30) days from the date the same is due.
- (2) Failure by Lessee to comply, perform or observe any covenant or condition of this Lease.

(B) ACCELERATION OF RENTS; LEASE TERMINATION: In the event that Lessee commits or allows an event of default to occur, the entire rent for the balance of the term shall, at Lessor's option, immediately become due and payable as if by the terms of this Lease they were all payable in advance. In such event, Lessor shall serve upon Lessee written notice of such acceleration. At such time, Lessor may also serve on Lessee written notice as the effective date of termination of the term of this Lease. Lessee shall, however, thereupon surrender quiet and peaceable possession of the leased premises to Lessor. Contemporaneously, Lessor may also assert and exercise any of the rights and remedies herein set forth on behalf of Lessor. All of Lessor's remedies herein set forth (although provided by law) shall be cumulative and non-exclusive.

(C) RE-ENTRY; RELETTING: In the event this Lease shall be terminated as aforesaid, the Lessor may, without notice, re-enter the leased premises by aid of legal process and terminate all services. Lessor shall use commercially reasonable efforts to attempt to relet the leased premises or any part of parts thereof. No such re-entry by Lessor shall be deemed to be an acceptance of a surrender by Lessee of this Lease or of the leased premises.

(D) ACCEPTANCE OF DELINQUENT RENTALS: Acceptance by Lessor of delinquent rentals hereunder with knowledge of breach by Lessee of any covenant herein or condition broken shall not in and of itself be deemed a waiver of such breach, and any pending eviction proceedings or actions for monetary damages may be prosecuted further by lessor without prejudice based upon this actual loan.

(E) CONFESSION OF JUDGMENT:

- (1) Money Judgment: For value received and upon the occurrence of an event of default hereunder, Lessee does hereby empower any attorney of any court of record within the United States or elsewhere, to appear for Lessee and with or without complaint filed, confess judgment against lessee and in favor of Lessor, its successors or assigns, for the sum due by reason of said default and the payment of basic rent and other sums, including additional rent, and accelerated rent and for the sum due by reason of any breach of covenant or condition broken by Lessee, with costs of suit and attorney's

commission of ten percent (10%) for collection, and forthwith issue writ or writs of execution thereon with the release of all errors and without stay of execution.

- 2) Judgment in Ejectment: For value received and upon the occurrence of an event of default hereunder, or upon termination of the term of this Lease and the failure of Lessee to deliver possession to Lessor, Lessee further, at the option of Lessor, authorizes and empowers any such attorney, either in addition to or without such judgment for the amount due according to the terms of this Lease, to appear for Lessee and any other person claiming under, by or through Lessee, and confess judgment forthwith against Lessee and such other persons in favor of Lessor in an amicable action of ejectment for the leased premises, with release of all errors. Lessee may forthwith issue a writ or writs of execution for the Lessee may forthwith issue a writ or writs of execution for the amount of any judgment and costs, without leave of court, and Lessor may, by legal process, without notice, re-enter and expel Lessee from the leased premises, and also any person holding under Lessee.

16. PREVAILING PARTY - ATTORNEY'S FEES AND LEGAL COSTS: Where litigation is instituted as between Lessor and Lessee for any cause arising under this Lease or in any manner related hereto, the prevailing party in such litigation shall be entitled to recover, in addition to all of their legal damages, the reasonable expenses of such litigation including attorneys' fees and other legal costs.

17. SUBORDINATION: This Lease and any extensions of the term hereof shall be subject and subordinate to the liens of all present or future mortgages which affect the land, building and leased premises and to all renewals, modifications, replacements and extensions thereof. This clause shall be self-operative, but in any event Lessee hereby agrees to promptly execute and deliver any estoppel certificate for other assurances that Lessor may request in furtherance hereof; provided, however, that in the event of foreclosure of any such mortgage or modification, Lessee shall attorn to the purchaser in foreclosure who shall be named in any deed in lieu of foreclosure and shall recognize such purchaser as a Lessor under this Lease; and provided, further, that so long as Lessee is not in default hereunder, this Lease shall remain in full force and effect.

18. WAIVER OF SUBROGATION: Neither Lessor nor Lessee shall be liable to the other nor to any insurer of the other party claiming by way of ~~subrogation~~ subrogation through or under wither one with respect to any loss, damage, injury or death to the extent that either party shall be reimbursed or has the right to be reimbursed out of insurance carried by Lessor or by Lessee, as the case may be, with respect to such loss, damage, injury or death.

19. WAIVER OF NON-PERFORMANCE: Failure by either Lessor or Lessee to exercise any of their respective rights hereunder upon non-performance by the other party of any condition, covenant or provision herein contained shall not be construed as a waiver thereof, nor shall the defective performance or waiver of non-performance of any such condition, covenant or provision by the other party be construed as a waiver of the rights of the non-defaulting party as to any subsequent defective performance or non-performance hereunder.

20. ENTIRE CONTRACT: This Lease Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All prior agreements relating to the subject matter hereof, written or oral, are nullified and superseded hereby, and neither party shall have the further rights or obligations under such superseded agreements.

21. AMENDMENT, MODIFICATIONS: No amendment, modification, or alteration of the terms hereof shall be binding upon Lessor or Lessee unless the same be reduced to writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

22. APPLICABLE LAW: It is mutually understood and agreed that this Lease shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and that no presumption shall be deemed to exist in favor of or against negotiation of the same.

23. SEVERABILITY: If any particular term, covenant or provision of this Lease Agreement shall be determined to be invalid and unenforceable, the same shall not affect the remaining provisions of this Lease which shall nevertheless remain in full force and effect.

24. NOTICES: All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the proper party at the following address:

Lessor: Township of Cranberry
Township Manager
2525 Rochester Road, Suite 400
Cranberry Township, PA 16066-6499

Lessee: PITTSBURGH NORTH REGIONAL CHAMBER
2525 Rochester Road, Suite 200
Cranberry Township, PA 16066

provided, however, that either party hereto may change his address for such purposes from time to time by giving written notice of such change of address to the other party.

25. LESSEE'S UNDERSTANDING: LESSEE ACKNOWLEDGES THAT LESSEE UNDERSTANDS THE CONFESSIONS OF JUDGMENT AUTHORIZED IN PARAGRAPH 15 OF THIS LEASE; THAT THIS TRANSACTION IS COMMERCIAL IN NATURE; AND THAT LESSEE WAIVES ANY RIGHT TO A HEARING OR TRIAL IN COURT WHICH WOULD OTHERWISE BE REQUIRED BY LAW AS A CONDITION PRECEDENT TO LESSOR'S OBTAINING THE JUDGMENTS AUTHORIZED IN PARAGRAPH 15.

26. MISCELLANEOUS PROVISIONS

(A) Lessor shall provide the necessary access to telephone service to facilitate the Lessee's telecommunication and informational technology needs, provided there are no additional costs to the Lessor.

(B) Lessee shall have the reasonable use of meeting rooms on the premises subject to scheduling requirements of the Lessor.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as to the day and year first above written.

Lessor:

ATTEST:

TOWNSHIP OF CRANBERRY

_____ By _____

Jerry A. Andree
Township Manager/Secretary

Richard M. Hadley
Chairman, Board of Supervisors

As authorized by a motion of the Cranberry Township Board of Supervisors at their ~~November 15, 2018~~~~October 29, 2020~~ meeting.

Lessee:

PITTSBURGH NORTH REGIONAL CHAMBER

_____ By _____
Witness

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