

## LEASE AGREEMENT

This lease Agreement is made and entered into this \_\_\_\_\_ day of November, ~~2018~~2020 by and between THE TOWNSHIP OF CRANBERRY, hereafter referred to as Lessor, and STATE REPRESENTATIVE DARYL METCALFE, hereinafter referred to as Lessee.

### WITNESSETH:

1. **LEASED PREMISES:** Lessor hereby demises and leases to Lessee and Lessee hereby accepts and hires from Lessor a certain office space ("Leased Premises") consisting of approximately 582 square feet of floor space known and designated as Suite 201 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.

During the term, Lessee shall also have a nonexclusive license for the benefit of Lessee (a) for access to and from the leased premises through the center (and over other property of Lessor appurtenant thereto); and (b) to use as of portions of the building (and other property of Lessor appurtenant thereto) which may from time to time be reasonably designated by Lessor for use by tenants of the building, including but not limited to, toilet rooms where the leased premises are located, and unrestricted parking areas if any. This license shall be subject to such reasonable rules and regulations of the Lessor may establish from time to time.

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 7:00 am on the 1<sup>st</sup> day of December, ~~2018~~2020 ("Commencement Date") and shall end at 5:00 pm on the 30<sup>th</sup> of November, ~~2020~~2022. Lessee shall pay rent only from date of possession. If Lessor does not deliver possession on the commencement date, the rent shall abate until possession is tendered. If possession is not tendered to Lessee within fifteen (15) days of the commencement date, Lessee shall have the option of canceling this lease at any time prior to the date that possession is tendered by giving notice of cancellation to Lessor. Lessee will, in the event of the death of the Lessee, and Lessee may, if the Lessee vacates his office during a House term for any reason or does not qualify for a new term of office as a state representative, terminate the Lease or any renewal thereof within 30 days after the Lessee vacates his office without the imposition of any penalty, cost or additional charge, including any requirement to pay any rent for the unexpired portion of the Lease term, and without regard to any prior notice requirement. In the event the Lessee does not want to extend the Lease beyond the Primary Term, the Lessee shall notify the Lessor in writing within sixty (60) days of the expiration date of the Primary Term or any extension thereof.

(B) **OPTION TERM:** Lessee has the right to extend this Lease beyond the expiration date provided in paragraph 2(A) subject to any rent increases, exclusive of Additional Rents.

(C) **REAPPORTIONMENT.** In the event that any state legislative reapportionment plan either reapportions Lessee's legislative district such that the leased premises is no longer located within the Lessee's reapportioned legislative district or eliminates Lessee's legislative district, Lessee may, with 30 days' notice to Lessor, terminate this Lease or any renewal thereof without imposition of any penalty, cost or additional charge.

(D) **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.

(E) **HOLDING OVER:** Lessee shall not remain in possession of the leased premises after the termination of any term created under this lease without the express written consent of Lessor. If Lessee gives notice of its intention to terminate this Lease at the end of any term created under this Lease and to vacate the leased premises but fails or refuses to vacate the leased premises on the date designated for such removal by its notice, then Lessor may either disregard the Lessee's notice, in which case all the terms and conditions of this Lease shall continue in effect as if such notice had not been given, or Lessor may, at any time within thirty (30) days of expiration of the Lease term involved, give Lessee notice within thirty (30) days of its intention to terminate this Lease and Lessee expressly agrees to vacate the leased premises within the time specified in said notice.

3. **RENT:**

(A) **BASIC RENT:** 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 Nine Hundred Seventy Dollars and 00/100 Cents (\$970.00) payable in advance on the first day of each calendar month after commencement of the term hereof and until the expiration of the term hereof. If said monthly basic rent is not paid on or before the fifth (5<sup>th</sup>) 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 Nine Hundred Seventy Dollars and 00/100 Cents (\$970.00) 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 Lessee has previously paid ~~the \$921.50~~ \$970.00 as a security deposit and that ~~the sum of \$48.50 remains to be no~~ additional security deposit funds are due paid 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) LIST OF DAMAGES; RETURN OF DEPOSIT: Within ten (10) days after termination of the lease, 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, hot and cold 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.

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.

(D) EMERGENCY REPAIRS: Whenever emergency repairs which are the responsibility of Lessor are required to preserve the essential tenantability of the leased premises, the same shall be undertaken by Lessor as soon as reasonably and practically possible.

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. Provided that, Lessor shall have no claim to any equipment, trade fixtures or other property on the leased premises that are the property of third parties in the event of any breach or default under the Lease or for any other reason.

(D) Lessor agrees to perform, at his cost and expense, such alterations, construction and maintenance to the demised premises as will achieve and maintain full compliance with the facility access requirements of the Americans with Disabilities Act (ADA). Lessor agrees to immediately complete the requisite alterations, construction or maintenance within ninety (90) days after execution of the lease. If for any reason, Lessor fails to complete the requisite alterations, construction or maintenance within ninety (90) days after execution of the lease, this lease agreement may be terminated at the option of the Lessee upon giving Lessor sixty (60) days written notice.

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:

(A) Lessor and Lessee agree that the financial responsibility and liability of the Lessee for any fees, defaults, charges, rents, items listed as additional rent, taxes, utilities, repairs, indemnification, damages, and other liability related matters or any other payments required or obligations imposed under this Lease shall be limited to payments from appropriations accounts of the House of Representatives that the Lessee is entitled to use for district office expenses during the Lease term and to sums that are payable under the Commonwealth's self-insurance plan for legal liability. Lessee shall not be required to purchase any insurance; however, Lessee shall provide Lessor with a statement of coverage under the self-insurance program of the Commonwealth of Pennsylvania.

(B) Lessor shall provide insurance coverage of the building (exclusive of tenant's leasehold improvements therein) with limits of coverage of not less than 80% of the full insurable value thereof, with a deductible amount thereunder not exceeding \$10,000 per occurrence. Upon request of Lessee, Lessor shall provide evidence of such coverage which coverage shall be reasonably satisfactory to Lessee. In addition, Lessor shall maintain comprehensive general liability insurance covering all occurrences within the common areas and other portions of the building (and other property of Lessor appurtenant thereto) under the control of Lessor during the term hereof or any extension with limits of coverage of not less than \$500,000 per occurrence with a deductible amount thereunder not exceeding \$5,000 per occurrence. This acknowledges the Lessor, as a municipality, is also subject to Act 152 of 1978.

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. In the event that the leased premises have not been substantially repaired within ten (10) days after the occurrence of such fire or other hazard, Lessee may, upon written notice to Lessor, terminate this Lease thereby be relieved of all obligations hereunder. Such notice shall specify the proposed date of termination which date shall not be less than ten (10) days after the date of such notice. If such repairs are not substantially completed within said ten (10) day period, such notice of termination shall thereupon immediately

become legally binding and effective.

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. Provided that Lessee shall not be deemed to be in default of any deadline for any payment due under the Lease if the responsibility for the delay in payment rests with a Commonwealth agency rather than the Lessee.
- (2) Failure by Lessee to comply, perform or observe any covenant or condition of this Lease.

(B) LEASE TERMINATION: In the event that Lessee commits or allows an event of default to occur, Lessor may 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) PROPERTY OF THIRD PARTY: Lessor shall have no claim to any equipment, trade fixtures or other property on the leased premises that are the property of third parties in the event of any breach or default under the Lease or for any other reason.

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 ~~subrogrations~~ 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  
Attn: Township Manager  
2525 Rochester Road, Suite 400  
Cranberry Township, PA 16066-6499

Lessee: Representative Daryl Metcalfe  
2525 Rochester Road, Suite 201  
Cranberry Township, PA 16066-6422

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. 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,~~October 29, 2020 2018 meeting.

Lessee:

By \_\_\_\_\_  
STATE REPRESENTATIVE  
DARYL METCALFE

\_\_\_\_\_  
Witness