

SPORTS and COURTS LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the thirteenth day of October, 2020, by and between Foglio Enterprises LLC, a Pennsylvania limited liability corporation with an address of 323 Macintosh Drive, Mars, Pennsylvania 16046 ("Landlord") and Cranberry Township, along with any of its subsidiaries and affiliates, with an address of 2525 Rochester Road, Suite 400, Cranberry Twp., PA 16066 ("Tenant"). In consideration of the mutual covenants and agreements contained in this Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1a. Use and Occupancy. Landlord hereby leases to Tenant the hard court sport facilities and designated parking area located at 304 Warrendale Road, Wexford, Pennsylvania 15090 and commonly known as the Sports and Courts Gym (the "Premises") for the purpose of pickleball games (the "Permitted Use"). Tenant shall not use, nor permit to be used, the Premises for any purposes other than the Permitted Use. Tenant shall be responsible, at its sole cost, for securing all permits required for Tenant's operation. Tenant's Permitted Use includes exclusive use of the hard court sport facilities pickleball courts Mondays through Fridays from 7:00 a.m. until 3:00 p.m. during which Tenant shall arrange pickleball games (the "Event").

1b. Surrender of Possession. Tenant shall, on or before the last day of the Term hereby granted or any extended term, or upon the sooner termination of this Lease Agreement, peaceably and quietly leave, surrender and yield up unto the Landlord the Premises together with all alternations and additions thereon, free of subtenancies, broom cleaned and in good condition except for reasonable wear and tear. Tenant shall remove to Landlord's satisfaction any and all tape or other substance applied to the hard court floor and pickleball ball marks on the hard court floor .

2. NO WARRANTIES. LANDLORD MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR OTHERWISE IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PREMISES. TENANT HEREBY ACCEPTS THE PREMISES FROM LANDLORD ON AN "AS IS, WHERE IS" BASIS.

3. Term. The term of this Lease Agreement shall begin on the Commencement Date and shall end on the Expiration Date (as defined in **Exhibit A** hereto), unless otherwise earlier terminated pursuant to the terms of this Lease. The period from the Commencement Date to the Expiration Date shall be defined as the "Term".

4. Security Deposit. As security for the performance of the terms and conditions of this Lease Agreement, Tenant will deposit in escrow with Landlord the sum of Two Thousand Seven Hundred Fifty Dollars (\$2750.00) upon execution of this Lease Agreement. Provided Tenant has complied with all of the terms and conditions of this Lease Agreement, its renewals or extensions, such sum shall be returned to Tenant within fourteen (14) days of the expiration of this Lease Agreement, less any sums that, in the Landlord's sole opinion, are required for the repairs over and above normal wear and tear. In the event of default by Tenant, the security deposit may be taken by Landlord and applied toward the cure of such default. In no event shall

the security deposit be considered as rent for the last month of this Lease Agreement, its renewals or extensions.

5. Rent. Tenant agrees to pay Landlord in lawful currency of the United States base Rent (the "Rent") in the amount Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00) and any additional rent (the "Additional Rent") that may be due over the Term of this Lease Agreement as specified in **Exhibit A** hereto. Rent shall be paid and delivered to Landlord at 323 Macintosh Drive, Mars, Pennsylvania 16046, on or prior to the first calendar day of each month without any previous demand therefor and without any setoff or deduction. Rent received after the third calendar day of the month shall be subject to a late fee of two (2) percent of the then current Rent and such late fee shall be payable no later than the first calendar day of the following month.

6. Early Termination. Notwithstanding anything herein to the contrary, in addition to and without limiting Landlord's other rights under this Lease Agreement, Landlord shall have the ongoing unilateral right to terminate this Lease Agreement early, upon sixty (60) days prior written notice to Tenant specifying the date of such early termination (the "Termination Date"). Landlord shall return any Rent paid by Tenant for unused time upon such Termination Date.

Tenant may terminate this Lease Agreement early by notifying Landlord in writing with sixty (60) days prior written notice to Landlord specifying the date of such early termination (the "Termination Date"). Tenant's termination for convenience does not release Tenant's obligation for Rent due and payable for the remaining unexpired Term. In the event Tenant terminates this Lease Agreement early with fifty percent (50%) or more of its total scheduled Event dates remaining as outlined in Exhibit A, Tenant shall pay Landlord sixty percent (60%) of the remaining Rent due for unused Event dates. In the event Tenant terminates this Agreement for convenience with less than fifty percent (50%) of its total scheduled Event dates remaining as outlined in Exhibit A, Tenant shall pay Landlord forty percent (40%) of the remaining Rent due for unused dates. Tenant shall pay Landlord within forty-five (45) days of Tenant's termination date for all Rent due and payable in accordance with this article and the terms of this Agreement.

7. Cancellation. Landlord reserves the right to cancel any Event due to weather, unsafe playing conditions or other reasons that might endanger the health, safety or welfare of the Tenant, its participants and/or guests and/or general public. Tenant shall notify Landlord with a minimum two (2) hours written notice by email per the Notices article herein should Tenant cancel an event for inclement weather. Landlord shall first attempt to reschedule a canceled Event with Tenant on a mutually agreed upon date and time. If such date and time cannot be agreed upon, Landlord shall refund Tenant's pro-rated Rent within fourteen (14) business days.

8. Utilities. Landlord shall arrange for (in Landlord's name), and will pay the cost of, all utilities or other services, specifically including gas, electricity, water and sewer, as may be used for the Premises; provided, however, that the interruption of such utilities shall not be a breach of this Lease.

Snow Removal. Landlord shall be responsible for snow removal, however, no such snow removal shall be performed prior to 6:30 a.m. on weekdays and 10:00 a.m. on Saturdays and Sundays. Tenant shall be responsible to perform sidewalk snow removal at all other times that it deems it necessary after Landlord's initial snow removal.

Initials
Tenant: _____
Landlord: _____

9. Rules and Regulations. Tenant shall observe such rules and regulations of Landlord with respect to the Premises that Landlord adopts. The rules and regulations in effect on the date hereof are set forth in **Exhibit B** hereto (the "Rules and Regulations") and are subject to change by Landlord from time to time. To the extent that such Rules and Regulations cover matters set forth in this Lease Agreement or cover matters as to which this Lease Agreement is silent, and this Lease Agreement or the Rules and Regulations as to a matter are, or appear to be, more stringent, the more stringent provision in this Lease or the Rules and Regulations, as the case may be, shall apply. All such Rules and Regulations shall apply to Tenant and its employees, agents, licensees, invitees, customers, spectators, sub-tenants and contractors.

10. Compliance with Legal Requirements. Tenant shall comply with all applicable federal, state and local statutes, ordinances, rules, orders, regulations and requirements insofar as they may be applied in connection with Tenant's use of the Premises, whether they are foreseen or unforeseen, or ordinary or extraordinary.

11. Improvements. Tenant shall not make any alterations, additions or improvements to the Premises, without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion. Tenant shall submit improvement requests and Landlord shall reply by email using the emails specified in the Notices article herein. Upon the expiration or earlier termination of this Lease, any and all improvements constructed on the Premises shall become the property of Landlord unless otherwise agreed upon in aforementioned consent(s).

12. Destruction of or Damage to the Premises or Improvements. If, during the Term, the Premises or improvements or any portion thereof, are condemned or otherwise damaged by fire or the elements, or through any other cause, Landlord may, by written notice to Tenant cancel and terminate this Lease.

13. Liability Insurance. Tenant agrees, at its sole cost and expense, to obtain and keep in effect until the expiration of this Lease, commercial general public liability insurance to protect itself and Landlord, as an additional insured, against any liability or claim which may arise on account of bodily injury or death on, in or about the Premises with combined limits of \$3,000,000 and \$1,000,000 per occurrence. The policy shall be written on a comprehensive basis to provide all major divisions of coverage, including, but not limited to, the following: (a) the operations on the Premises; (b) products and complete operations; (c) personal injury liability; (d) broad form property damages; and (e) fire legal liability. Each insurance policy required under this Lease shall be written for the benefit of Tenant and Landlord (as an additional insured) as their respective interests may appear, and shall provide that no cancellation, material modification or natural expiration thereof shall be effective until thirty (30) days' prior written notice is provided to Tenant and Landlord. Tenant shall deliver to Landlord an original policy or certificate of insurance for each such insurance policy prior to the commencement of the Term of this Lease. Each such insurance policy shall be primary and without right of contribution from other insurance which may be available to or carried by Landlord, shall expressly provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering Landlord and Tenant, shall waive any right of set off, counterclaim, subrogation, or any other deduction, whether by attachment or otherwise, in respect of any liability of Landlord or Tenant and shall provide that, in respect of Landlord, Tenant's insurance shall not be invalidated by any action or inaction by Tenant or others, and shall insure the interest of Landlord

Initials
Tenant: _____
Landlord: _____

regardless of breach or violation by Tenant or any other person of the warranties, declarations or conditions contained in such policies.

14a. Indemnity. Tenant agrees that it and its sublet tenants shall indemnify Landlord for, defend Landlord from, and save Landlord harmless against, any and all losses, expenses, claims and liability for damages of any kind that may arise at any time from (a) any negligent or intentional act or omission of or attributable to Tenant, its employees, contractors, agents, guests and invitees; (b) any personal injury or death or loss or damage to property or any other matter suffered or incurred by any person, firm or other entity (including the parties hereto) arising out of or attributable to the leasing or use of the Premises by Tenant, its employees, contractors, agents, guests and invitees, including, without limitation, those related to Tenant's policies, procedures and personnel actions; and (c) any loss, damage, cost, expense or liability arising out of or attributable to any breach or default on the part of Tenant in the performance of any covenant or agreement to be performed pursuant to the terms of this Lease. Tenant's obligations under this 16 shall survive the expiration or earlier termination of this Lease. Tenant shall not make any claim against Landlord, nor shall Landlord be liable for any damage or injury to any property of Tenant or any other persons on the Premises or to any part of the Premises or the improvements due to any cause whatsoever, whether or not because of any defect therein. Tenant shall not make any claim against Landlord, nor shall Landlord be liable for any damage or injury to any property of Tenant or any other persons on the Premises or to any part of the Premises or the improvements due to any direct abusive action by Tenant.

14b. Accident Waiver and Release of Liability. Participants of Tenant and its sublet tenants shall be required to execute Landlord's online electronic Accident Waiver and Release of Liability prior to participation in any Event on the Premises. Landlord shall provide Tenant with an email link to the Accident Waiver and Release of Liability upon execution of this Lease Agreement. Tenant shall either (a) include the link in its registration process or (b) email the link to participants for completion. Failure to comply with this requirement shall result in the permanent removal of participants of Tenant who have not completed said waiver.

15. Landlord Remedies. Upon Tenant's breach of any of its obligations pursuant to this Lease, Landlord shall have the right to: (a) declare immediately due and payable the Rent for the entire unexpired Term; (b) serve notice upon Tenant that this Lease shall terminate and become absolutely void on the date specified in such notice; and (c) exercise such other rights and remedies as may be available to it under applicable law. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others. Each right and remedy may be exercised concurrently with other remedies and rights of Landlord at law or in equity and shall survive any expiration or earlier termination of this Lease.

16. Additional Costs. Tenant hereby agrees to pay the attorneys' fees and disbursements and all other court costs or expenses of legal proceedings for other legal services that Landlord may incur or pay by reason of, or in connection with any default by Tenant in the observance or performance of any obligation under this Lease.

17. Limitation on Damages. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be liable, whether in contract, in tort or otherwise, for any special, punitive, exemplary, indirect, incidental or consequential damages whatsoever, including, but not

Initials
Tenant: _____
Landlord: _____

limited to, loss of profits, contributions, donations, business interruptions and claims of customers or other third parties, for any reason whatsoever.

18. No Waiver of Breach. No failure by Landlord or Tenant to insist upon the strict performance by the other party hereto of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or a subsequent breach of such covenant, agreement, term, or condition.

19. Assignment. Tenant shall not assign, sell, transfer (by any voluntary or involuntary act, operation of law or otherwise), mortgage or pledge this Lease Agreement or any interest therein nor in any manner encumber the Premises, the improvements or any part thereof or any right or privilege appurtenant thereto.

20. Subletting. In any case where Tenant desires to sublet the Premises, such subletting must be approved in writing by Landlord and shall be only for the Permitted Use of the Premises as defined herein. Tenant shall enter into a rental agreement with all sublet parties to include the Rules and Regulations outlined in Exhibit B attached hereto and Tenant shall provide on-site supervision by its own staff. Tenant shall secure certificates of insurance from all sublet parties in accordance with Section 15 of this Lease Agreement. Tenant shall have all participants of sublet parties complete Landlord's Accident Waiver and Release of Liability as outlined in Section 16b herein.

21. Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

22. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and no provisions contained in this Lease nor any acts of the parties shall be deemed to create any relationship between Landlord and Tenant, other than the relationship of Landlord and Tenant.

23. Notices. Any notice or communication required or contemplated in connection with this Lease shall be in writing and shall be exclusively deemed to have been effectively given if and when delivered or tendered in person or by certified mail, return receipt requested, to the appropriate party as follows:

If to Tenant: Cranberry Township
2525 Rochester Road, Suite 400
Cranberry Twp, PA 16066
Attention: Pete Geis, Bruce Mazzoni
Email:
Pete.Geis@cranberrytownship.org
brucemazzoni@zoominternet.net

If to Landlord: Foglio Enterprises LLC
323 Macintosh Drive
Mars, PA 16046

Initials
Tenant: _____
Landlord: _____

Attention: Carol Foglio, Glenn Foglio
Email:
cfoglio@sportsandcourtsnorth.com/gfoglio@me.com

24. Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall vacate and surrender the Premises to Landlord in good order and condition. Tenant hereby waives all right to any notice which may be required under any law or hereafter in effect in Pennsylvania, including the Landlord and Tenant Act of 1951, as amended.

25. Entire Lease. This Lease and the Exhibits attached hereto contains the entire agreement of the parties hereto with respect to the matters covered by this Lease, and no other agreement, statement or promise made by any party to any employee, officer or agent of any party which is not contained in this Lease shall be binding and valid.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Lease as of the date and year first above written.

FOGLIO ENTERPRISES LLC

By: _____
Name: _____
Title: _____

CRANBERRY TOWNSHIP

By: _____
Name: Jerry A. Andree
Title: Township Manager

Initials
Tenant: _____
Landlord: _____

EXHIBIT A

Term, Rent and Rate Schedule

TERM

Commencement Date: November 16, 2020

Expiration Date: April 15, 2021

Rent Schedule

Monthly Rent is Two Thousand Seven Hundred Fifty Dollars (\$2,750.00)

Minimum Monthly Hours	Rent
11/16/20 – 11/30/20	\$1,375.00 *
12/01/20 – 12/31/20	\$2,750.00
01/01/21 – 01/31/21	\$2,750.00
02/01/21 – 02/28/21	\$2,750.00
03/01/21 – 03/31/21	\$2,750.00
04/01/21 – 04/15/21	\$1,375.00 *
TOTAL:	\$13,750.00

* Prorated for one-half month

EXHIBIT B

Tenant shall adhere to the following rules and regulations:

1. Tenant, including Tenant's customers, participants, guests and vendors shall not allow sports equipment, balls or other accessories to be used in such a way that damage is incurred to Landlord's Facility, including but not limited to flooring, lights, basketball hoops, scoreboard, signage, equipment and furniture.
2. No food, alcohol, pets, smoking of any kind, illegal drugs or harmful weapons are permitted at the Facility, or its grounds, including parking lots.
3. Parking regulations are to be strictly observed, particularly the no parking and handicapped signs.
4. Tenant shall not enter the Facility more than fifteen (15) minutes prior to the scheduled start time of Event.
5. Participants of Tenant shall, during the span of the coronavirus pandemic (COVID-19), take their temperature of its participants prior to entering upon arrival at Facility. and Participants remove any individual from Facility who presents a temperature of 100.4 or higher must leave Facility. Tenant shall request any pParticipants who are feeling ill to or present with any Covid-19 related symptoms must leave the Facility. Masks are required for all participants when participants are not actively engaged in the sport.
6. Tenant agrees to abide by any and all rules, restrictions and guidelines published by the Allegheny County, PA Health Department regarding the size of indoor spectator capacities during the span of the coronavirus pandemic (COVID-19), which Tenant acknowledges may change from time to time.
7. Tenant shall not offer the sale of any articles nor shall Tenant employ any vendor for the sale of any articles without the prior written consent of Landlord.
8. Tenant shall provide its own sports balls, nets and other accessories and equipment as may be necessary.
9. Tenant shall provide its own safety and first-aid supplies, including hand sanitizer, contactless thermometer, ice packs and bandages.
10. Facility and its corridors, bathrooms and outside areas must be maintained and free of debris.
11. Tenant shall place all trash created by its participants, staff and patrons in the facility's indoor trash receptacles. Oversized trash shall be emptied directly into the Facility's exterior dumpster.
12. Tenant shall be responsible for dust mopping the court floor of the Premises after Events.

13. After the conclusion of Event, all equipment and accessories are to be stored and locked in the designated space in Landlord's equipment storage closet.
14. Tenant is allotted fifteen (15) minutes at the conclusion of Event for clean up and exiting Facility.