

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this ___ day of August, 2021, by and between **ERIE COUNTY TECHNICAL SCHOOL** located at 8500 Oliver Rd, Erie, PA 16509, hereinafter referred to as the "Lessor", and **ERIE COUNTY COMMUNITY COLLEGE**, 1128 State Street, Erie, PA 16501 hereinafter referred to as the "Lessee".

In consideration of the mutual covenants and promises herein contained, and with the intention to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I LEASED PREMISES

1. The Lessor hereby leases to the Lessee, effective October 1, 2021 and subject to the terms and conditions of this Lease, hereinafter referred to as the "Lease", certain portions of the Regional Skill Center Building consisting of the classrooms, office space, restrooms, conference room and the canteen area designated on Exhibits 1 and 2 attached hereto, together with the use of the computers and other technology located therein, located at 8500 Oliver Road, Erie, Pennsylvania, hereinafter referred to as the "Leased Premises".

2. The Lessee shall have the right to use the Leased Premises for college educational programs.

ARTICLE II TERM OF LEASE

The initial term of this Lease shall be for the months of October, November and December of 2021 and March, April, and May of 2022. Lessee shall have the right to renew this Lease on the same terms and conditions for one additional term consisting of the months of October, November and December of 2022 and March, April, and May of 2023 by giving Lessor written notice of such renewal on or before May 15, 2022.

ARTICLE III RENT

The Lessee agrees to pay the Lessor, in return for the Leased Premises, a fixed amount of \$3,419.23 per month payable on or before the 25th day of the month prior to the month of usage for the use of the Leased Premises. These areas may be used from the hours of 3:30 to 9:30 pm weekdays. In the event that only a portion of the second floor of the building were to be used then the monthly charges shall be prorated. The monthly fee shall be divided by 11 classrooms (*440 square feet per classroom*,) with one classroom added for the use of office space, conference room and the canteen area. See Note * Exhibit 1 and 2.

ARTICLE IV
UTILITY CHARGES

The Lessor shall throughout the term of this Lease, pay or cause to be paid all charges (including any assessment for improvements) incurred on and after commencement of the initial term of this Lease for gas, electricity, light, heat, power, telephone, sewer and water rent or charges, or other services used, rendered or supplied to the Lessee in connection with the Leased Premises. The Lessor shall provide and be responsible for janitorial services and snow and ice removal during their operating hours.

ARTICLE V
INSURANCE

1. The Lessor shall, throughout the term of this Lease, keep constantly insured at its full insurable value against loss or damage by fire, windstorm, lightening, riot, civil commotion, malicious mischief, vandalism and those perils included from time to time in the so-called extended coverage insurance endorsement, the buildings and improvements including the Leased Premises.

2. The Lessee shall also be responsible for insuring all property which may be stored in or upon the Leased Premises.

3. The proceeds of the policy of insurance provided for in Paragraph 1 hereof shall be payable to the Lessor.

4. The Lessee shall, throughout the term of this Lease, maintain sufficient insurance in amounts proper (not less than \$1,000,000 per person/\$1,000,000 per occurrence) to protect the parties with respect to general public liability and property damage caused by virtue of the Lessee's use or occupancy of the Leased Premises. Such policies, by their terms, shall indemnify the Lessor and the Lessee as their respective interests may appear and the Lessee shall provide evidence thereof to the Lessor.

5. Following the expiration of the notice and cure periods set forth in Section 6 of Article X hereof, the cancellation of the insurance required hereinabove shall be construed as a breach of the Lessee's covenants and warranties hereunder and the Lessor shall have the right to eject the Lessee from the Leased Premises without losing or waiving any of its rights hereunder.

6. Upon securing the insurance coverages required pursuant to this Article, the Lessee shall give written notice thereof to the Lessor, together with a certified copy of the applicable insurance binders. Proof shall also be given by the Lessee to the Lessor that each of the policies required pursuant to this Article expressly provides that said policy shall not be cancelled or altered without thirty (30) days' prior written notice to the Lessor.

ARTICLE VI
REPAIRS AND MAINTENANCE

1. The Lessor shall at all times during the term hereof, faithfully maintain and keep in good order and repair the sewer connections, plumbing work, heating and air conditioning apparatus, gas, electric, light and water fixtures and shall pay all costs or expenses necessary for keeping the Leased Premises and the appurtenances thereto in such order and repair. The Lessee shall further be responsible for repairing or replacing the Regional Skill Center Building including the Leased Premises, that are damaged as a result of the Lessee's use or negligence beyond reasonable wear and tear and acts of God. The Lessee shall further be responsible for all routine maintenance of the Leased Premises. The Lessee shall not be responsible for any cost for repairs or maintenance incurred by the Lessor prior to the commencement of the initial term of this Lease. The Lessee shall, at the expiration of the term hereof, surrender the Leased Premises to the Lessor in as good condition and repair as at the commencement of said term, except for reasonable wear and tear and acts of God.

2. The Lessee shall not alter, modify or improve the Leased Premises without receiving the prior written consent of the Lessor and any such alterations, additions, improvements and fixtures (except trade fixtures) made or placed in or upon the Leased Premises shall, upon expiration of this Lease, belong to the Lessor without compensation to the Lessee. The Lessee will not permit any mechanics or other liens to be established or remain against the Leased Premises for labor or materials furnished in connection with any such additions, improvements, repairs, or replacements made by the Lessee. The Lessor will not permit any mechanics or other liens to be established or remain against the Leased Premises for labor or materials furnished in connection with any such additions, improvements, repairs, or replacements made by the Lessee.

3. The Lessee shall be responsible to provide custodial services during the Lessee operating hours. These services shall include the removal of garbage from the Leased Premises. Special events may require additional building preparation and or coverage supplied by the Lessee. At the close of each day, the building should be ready, as found, for the next day's operation.

4. The Lessor shall not be liable for any damage or injury to the Leased Premises or any property therein contained which may be sustained by the Lessee or any other party, whether by reason of breakage, leakage, or obstruction of water pipes, gas pipes, soil pipes or other leakage in or about the Leased Premises, or the condition of any buildings thereon, or any part thereof, or from any other cause arising by virtue of the Lessee's use or occupancy of the Leased Premises; and the Lessee shall indemnify and hold harmless the Lessor from any and all damages, liabilities and expenses arising out of any improvement, alteration or repair on said building made by the Lessee, and from any and everything whatsoever arising from or out of occupancy by or under the Lessee, its employees, agents, or servants, and from any loss or damage arising from any fault or negligence or action on the part of the Lessee, its employees, agents, or servants.

5. The Lessee will not cause, or permit to be caused, any act or practice, by negligence, omission or otherwise, that would violate any federal, state or local laws, regulations or guidelines applicable to the Leased Premises, now in effect or hereafter enacted, relating to environmental

protection or the disposition of hazardous substances. Any violation of this covenant shall be an event of default under this Lease. The Lessee assumes sole responsibility for, and will indemnify the Lessor with respect to, the complete clean-up of any condition on the Leased Premises caused by Lessee's employees or invitees which adversely affects the environment, whether such clean-up is pursuant to judicial or administrative order or at the direction of the Lessor in its reasonable discretion. This covenant shall survive termination of this Lease for a period of 6 months.

6. The Lessee shall not be responsible for any act or practice, which occurred prior to commencement of the initial term of this Lease, that would violate any federal, state or local laws, regulations or guidelines applicable to the Leased Premises, now in effect or hereafter enacted, relating to environmental protection or the disposition of hazardous substances. The Lessor assumes sole responsibility for, and will indemnify the Lessee with respect to, the complete clean-up of any condition on the Leased Premises prior to the commencement of the initial term of this Lease which may adversely affect the environment, whether such clean-up is pursuant to judicial or administrative order. This covenant shall survive the termination of this Lease.

7. Should the Leased Premises be damaged or destroyed by fire, tornado, earthquake or other catastrophe, rendering the same unfit for conduct of the Lessee's business therein, and such damage can be repaired within sixty (60) days, the Lessor may elect to restore or rebuild the Leased Premises to the condition existing before such catastrophe. Any restoration so undertaken by the Lessor shall be at the Lessor's expense and shall be completed within sixty (60) days from said catastrophe, during which time this Lease shall remain in effect and the rent shall be abated or apportioned taking into account the proportion of the Leased Premises rendered untenable. Should the Lessor elect not to restore the Leased Premises, or be unable to do so, then this Lease may be terminated by either party upon written notice to the other effective as of the date of the catastrophe. The Lessor shall make any election herein granted within fifteen (15) days from the happening of the catastrophe, in default of which election, the Lessee may cancel this Lease effective at the expiration of said fifteen (15) days.

ARTICLE VII **ASSIGNMENT**

1. The Lessee shall not have the privilege of assigning this Lease, or subletting all or part of the Leased Premises without first obtaining the written approval of the Lessor. Any such assignment or subletting, if permitted by the Lessor, must be performed in writing and must incorporate by reference thereto, this Lease Agreement as to all of its terms and conditions and any terms or conditions in said assignment or sublease which are contradictory hereto shall be construed as a nullity and shall be given no force or effect.

2. The Lessor is expressly given the right to assign any or all of its interest under this Lease, provided such assignment does not unreasonably interfere with the Lessee's quiet enjoyment of the Leased Premises during the remainder of the term of this Lease.

ARTICLE VIII

INDEMNITY OF LESSOR

1. The Lessor shall not be liable to the Lessee for any damage or injury to the Lessee or its property caused by or arising from the condition of the Leased Premises, or by the act or omission of occupants of any improvements hereafter located on the Leased Premises. Nor shall the Lessor be liable to the Lessee for any damage or injury to its property occasioned by any happening (other than the Lessor's active negligence) to or upon the Leased Premises, all claims against Lessor for any such damage or injury being hereby expressly waived by the Lessee.

2. The Lessee agrees that it will save harmless and indemnify the Lessor from all losses, costs, expenses, claims, causes of action, and demands of every kind and character of, by or in favor of any person, firm or corporation whether by way of damage or otherwise directly resulting from Lessee's use and occupancy of the Leased Premises, unless said loss, cost, expense, claim, cause of action, or demand arose from the Lessor's active negligence hereunder.

3. The Lessor agrees that it will save harmless and indemnify the Lessee from all losses, costs, expenses, claims, causes of action and demands of every kind and character of, by or in favor of any person, firm or corporation whether by way of damage or otherwise arising from the Lessor's active negligence hereunder.

ARTICLE IX

TERMINATION

Upon the termination of the Lessee's rights hereunder, the Lessee will surrender possession of the Leased Premises to the Lessor, together with the buildings and improvements thereon, in good condition and repair, reasonable wear and tear excepted, pursuant to the obligations imposed by Article VI hereof, which premises, buildings and improvements shall thereupon revert to and become the property of the Lessor to have and to hold in fee simple, free of all claims of the Lessee, its successors or assigns.

ARTICLE X

DEFAULT AND REMEDIES

1. For purposes of determining the Lessee's performance of its covenants under Article VI hereof, the Lessor shall have the right to inspect the Leased Premises from time to time as deemed reasonably necessary by the Lessor throughout the term of this Lease.

2. In the event that the Lessee shall make an assignment for the benefit of its creditors, or a Receiver be appointed for the Lessee, or in case a Petition for adjudication of Lessee as a voluntary or involuntary debtor shall be filed under the Acts of Congress relating to bankruptcy

and the Lessee be adjudicated a debtor thereon, or because of a petition filed voluntarily or involuntarily, for reorganization under the Bankruptcy Code, during the continuance of this Lease, without having first paid and satisfied the Lessor in full for all rent which may become due and payable during said term, then this Lease shall thereupon forthwith terminate, and the Lessor shall forthwith take possession of the Leased Premises, but not of the right hereunder as to the remainder of the term of this Lease as shall accrue to such assignee, Trustee in Bankruptcy, Receiver or purchaser at judicial sale and the Lessor in such case shall only be entitled to the rent hereunder according to law.

3. Upon the failure of the Lessee to keep all the covenants of this Lease, and following the expiration of the notice and cure periods set forth in Section 6 below, then the Lessor at its option may proceed by action of ejectment on this Lease after default made as aforesaid, and in such case, the Lessee hereby authorizes and empowers any attorney of any Court of Record to appear for it in an amicable action of ejectment for the Leased Premises to be entered by the Prothonotary, and confess judgment therein in favor of the Lessor against the Lessee for the Leased Premises, and authorizes the issuing of a Writ of Possession with Writ of Execution for the costs.

4. If the Lessee be in default in the performance of any of its covenants hereunder, the failure to perform which would impose financial obligation or risk on the Lessor, the Lessor may pay, perform and discharge such covenant or obligation of the Lessee and the amount or amounts so paid shall be deemed and taken as additional rent due and payable from the Lessee.

5. A determining of the term, or the receipt of rent after default or after judgment, or after execution, shall not deprive the Lessor of other actions against the Lessee for possession, or for damages, and no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant. The Lessor may cumulatively use any or all of the remedies herein given and those prescribed by law.

6. The Lessor shall exercise no rights accruing to the Lessor hereunder by reason of any default of the Lessee, unless prior to the exercise of such right, the Lessor shall have given ten (10) days written notice of any failure to pay rent and thirty (30) days written notice of any other default by registered mail to the Lessee, at the Lessee's office. During such 10 or 30 day period, as applicable, Lessee shall have the right to cure such default.

7. In the event that the Lessee shall breach any of the terms of this Lease and the Lessor, not being in default, shall be required to employ attorneys to protect or enforce its rights hereunder and shall prevail thereon, then the Lessee agrees to pay the Lessor's reasonable attorneys' fees so incurred.

8. If Lessor defaults in the performance of any of its obligations under this Lease ("Lessor's Default"), Lessee shall notify Lessor of the default and Lessor shall have fifteen (15) days after receiving such notice to cure the default except in the case of an emergency where no prior notice from Lessee shall be required. If Lessor is not reasonably able to cure the default within a fifteen (15) day period, Lessor shall have an additional reasonable period of time to cure

the default as long as Lessor commences the cure within the fifteen (15) day period and thereafter diligently pursues the cure. In the event of a default by Lessor in the performance of any of Lessor's obligations under this Lease, and provided Lessee shall have so notified Lessor, and in the event such default remains uncured for more than Fifteen (15) days after Lessor received such notice, or in the event such default is of such a nature that it cannot reasonably be cured within such fifteen (15) day period and Lessor or such other notified party has not commenced to cure such default with due diligence, Lessee may elect: (a) to pursue any remedy available to Lessee at law or in equity; (b) to perform such obligation, in which event Lessor shall reimburse Lessee for the reasonable out-of-pocket costs incurred by Lessee for such performance within ten (10) days from receipt by Lessor of bills and invoices, in reasonably satisfactory detail, covering all items expended and used by Lessee in so performing Lessor's obligations; (c) in the event Lessor shall not reimburse Lessee as provided in the preceding subparagraph (b), Lessee may deduct the cost thereof from the Rent; or (d) if any such default prohibits Lessee from conducting its normal business operations on the Premises for a period of thirty (30) consecutive days after Lessee gives written notice thereof to Lessor, terminate this Lease. Provided, however, despite such notice and the expiration of such cure period, Lessee shall have no right to perform an obligation of Lessor unless such performance by Lessee: (i) is necessary to prevent imminent injury or damage to persons or Lessee's property; or (ii) is necessary to remedy any material and adverse effect on Lessee's business operations at the Premises.

ARTICLE XI **SUBORDINATION**

1. This Lease shall be subject and subordinate at all times to the lien of any mortgages in any amount or amounts whatsoever now placed or hereafter placed on the Leased Premises and/or on the Lessor's interest or estate therein without the necessity of any further instrument or act on the part of the Lessee to effectuate such subordination.

2. The Lessee waives any and all damages caused by termination of this Lease due to foreclosure pursuant to an existing or future encumbrance described in Paragraph 1 above.

ARTICLE XII **MISCELLANEOUS**

1. The terms and conditions of this Lease shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and any action arising hereunder shall be brought in Erie County, Pennsylvania. The Lessor and the Lessee hereby consent and agree to personal jurisdiction in Erie County, Pennsylvania.

2. All notices required to be given under this Lease shall be given by certified or registered mail, addressed to the proper party at the last known address of said party.

3. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns (when permitted hereunder).

4. No modification, amendment or alteration of the terms of this Lease shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the Lessor and the Lessee.

5. Time shall be of the essence for all purposes under this Lease.

6. Lessor covenants that Lessee, its successors and assigns, shall have continuous, peaceable, uninterrupted, and exclusive possession and quiet enjoyment of the entire Leased Premises during the term of this Lease.

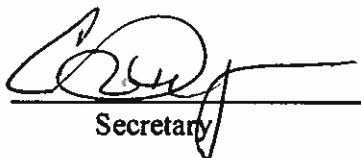
7. This Lease may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. E-mailed scanned signatures and facsimile signatures shall be as valid as original hard copy signatures.

8. If either party brings any action or legal proceeding for damages for an alleged breach of any provision of this Lease, to recover Rent or other sums due, to terminate the tenancy of the Premises or to enforce, protect or establish any term, condition or covenant of this Lease or right of either party, the prevailing party shall be entitled to recover as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs to be fixed and determined by the court in such action or proceeding.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
[SIGNATURE PAGE TO LEASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by its duly authorized officers as of the day and year first above written.

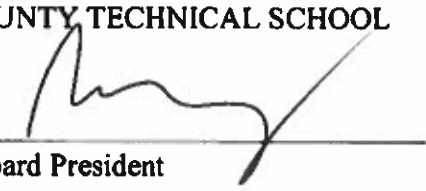
ATTEST:



Secretary

LESSOR:

ERIE COUNTY TECHNICAL SCHOOL

BY: 

Board President

ATTEST:

Secretary

LESSEE:

ERIE COUNTY COMMUNITY COLLEGE

BY: _____

Interim President

Notes to Exhibit 1 & 2.

Exhibit 1 – Office space and small office with conference room available during the day. M-F.

Canteen area available 3:30 to 9:30 pm

Exhibit 2 – Classroom 202 available for site administration 3:30 pm – 9:30 pm.

Classrooms 203-204, 205-206, 209-210, 207, 208.

Exhibit 1

