

LEASE AGREEMENT 2023-2024

AMENDMENT A: PRECISION MACHINING & THE UNIQUELY ABLED PROGRAM

This AMENDMENT A to the lease is entered into this day of the 26th of *October*, 2023, by and between the ERIE COUNTY TECHNICAL SCHOOL located at 8500 Oliver Road, Erie, Pennsylvania 16509, hereinafter referred to as the “Lessor”, and COMMUNITY COLLEGE OF ERIE COUNTY, 2403 W. 8th Street, Erie, Pennsylvania 16505, hereafter referred to as the “Lessee”. THE ORIGINAL LEASE AGREEMENT was made and entered into as of this 28th *day of September*, 2023.

WHEREAS, Lessor and Lessee entered in a Lease Agreement in September of 2023 for certain portions of the ERIE COUNTY TECHNICAL SCHOOL property; and

WHEREAS, 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. ADDITIONAL LEASED PREMISES

1. The Lessor hereby leases additional space to the Lessee, effective July 1, 2023, and subject to the terms and conditions of the Original Lease and this Amendment A, hereinafter referred to as the “Amendment A” to the Lease, the Precision Machining Lab in the Main Building of the Erie County Technical School spaces designated as Area 13 with a Theory Room and a Lab Room, and including the hallways, common areas, paved and grounds area designated on Exhibit 2 attached hereto, located at 8500 Oliver Road, Erie, Pennsylvania, hereinafter referred to as the “Amendment A Leased Premises”.

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

ARTICLE II. TERM OF LEASE AMENDMENT

The initial term of this Lease Amendment shall be for one year and shall begin on July 1, 2023 and ending on June 30, 2024. Lessee shall have the right to renew this Lease Amendment on the same terms and conditions for up to five additional terms by giving Lessor written notice of such renewal on or before June 1 prior to the start of July 1 of subsequent year. The rate may change in calculation for the subsequent years based on ECTS formula and instructor costs changing.

ARTICLE III. RENT FOR AMENDMENT

The Lessee agrees to pay the Lessor, in return for the Amendment A Leased Premises and for the instructional coverage of the courses being offered, a fixed amount of \$3,370 per month payable in quarterly payments invoiced by Lessor. The payment is for the use of the Leased Premises (\$10,800) and payment of the instructor (\$29,640). Payments are due within 60 days of invoice.

This rate is based off using the facility for 96 days over the course of the year at a discounted daily rate of \$112.50 per day. The discounted rate is 50% of the actual calculated cost by the formula used by the ECTS Business Office. Instructor compensation is based on a \$65/hour rate, for 4.75 hours per day, over the course of 96 days in the year. If the courses planned are not held and cancelled for the long term, if the ECTS teacher is not the employed teacher in the program, or the number of days and hours changes for the planned program, the rate will be adjusted accordingly use the rates above and the actual time for the programming.

ARTICLE IV. UTILITY CHARGES

See original Lease agreement.

ARTICLE V. INSURANCE

See original Lease agreement.

ARTICLE VI. REPAIRS AND MAINTENANCE

See original Lease agreement.

ARTICLE VII. PERSONAL PROPERTY

See original Lease agreement.

ARTICLE VIII. SIGNS

See original Lease agreement.

ARTICLE IX. ASSIGNMENT

See original Lease agreement.

ARTICLE X. INDEMNITY OF LESSOR

See original Lease agreement.

ARTICLE XI. TERMINATION

See original Lease agreement.

ARTICLE XII. DEFAULT AND REMEDIES

See original Lease agreement.

ARTICLE XIII. SUBORDINATION

See original Lease agreement.

ARTICLE XIV. MISCELLANEOUS

See original 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:

LESSOR:
ERIE COUNTY TECHNICAL SCHOOL

Secretary

Board President

ATTEST:

LESSEE:
COMMUNITY COLLEGE OF ERIE
COUNTY

Secretary

President

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EXHIBIT 2

