

LEASE AGREEMENT

**THIS AGREEMENT** made by and between **Baldwin-Whitehall School District**, with offices located at 4900 Curry Road, Pittsburgh, PA 15236, Allegheny County, Pennsylvania, herein referred to as “Lessor”.

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**ALLEGHENY INTERMEDIATE UNIT DART PROGRAM** of Allegheny County, Pennsylvania, hereinafter referred to as the “Lessee”.

**W I T N E S S E T H:**

1. **Premises:** Lessor hereby leases to Lessee the exclusive use of the following property:

Wallace Building, Room 119  
41 Macek Drive  
Pittsburgh, PA 15227  
Approximately 915 sq. ft.

Also use of: bathrooms and common areas and outdoor play area

2. **Term and Termination:** This lease shall commence July 1, 2020, and terminate on June 30, 2021, unless sooner terminated by either Lessor or Lessee upon ninety (90) days prior written notice. Should neither party send written notice to terminate this agreement, it shall automatically renew on the first of each month for a 30 day period.

3. **Rent:** In consideration of Lessor’s promise to lease the aforescribed premises and mutually dependent thereon, Lessee promises to pay Lessor the amount of Five Thousand Eight Hundred Thirty-three and 17/100 (\$5,833.17) Dollars in monthly installments of Six Hundred Forty-eight and 13/100 (\$648.13) Dollars beginning on or before October 1, 2020, and on or before the first of each successive month thereafter, unless said lease is sooner terminated. It is understood by the parties hereto that upon giving proper notices of termination as provided in Paragraph 2, the Lessee’s obligation to make the monthly installments shall cease.

4. **Utilities:** In consideration of the above, Lessor promises to provide all utilities including electricity, heat, and water and janitorial services.

5. **Alterations:** Subject to Lessor's approval, Lessee may, at Lessee's sole cost and expense, make any reasonable alteration to enable it to effectively carry out the purpose of its program.

6. **Furniture:** Lessee shall be entitled to use the furniture presently in the rooms leased, but shall be allowed to bring in additional furniture as needed.

7. **Building and Utility Maintenance:** Lessor promised to keep and maintain drainage, water heater, air conditioning, heating, and other related equipment (if applicable), electrical wiring, any and all roof repairs and maintenance snow removal and keeping the structure of the building in good condition during the term of this lease and any renewals hereof; provided, however, that any maintenance or repairs which are the result of damages caused by Lessee's use of the premises shall be paid for by the Lessee, normal wear and tear excepted.

8. **Insurance:** Lessee shall purchase and maintain adequate liability insurance on the premises to fully protect Lessor's interest in the premises and to cover any liability or obligations for which Lessor might become liable as a result of Lessee's activities.

In addition, it is understood and agreed that Lessor shall have no obligation to purchase and maintain any insurance on the premises to protect Lessee's interest in the premises or to cover any obligation for which Lessee might become liable as a result of Lessee's activities.

9. **Personal Injury and Property Damage:** Lessee shall be responsible for any injury or damage to any person or to any property at any time on said premises that is caused by the negligence or intentional acts of Lessee or its employees or agents, likewise Lessor shall be

responsible for any injury or damage to any person or to any property at any time on said premises caused by the negligence or intentional acts of Lessor or its employees or agents.

10. **Entire Agreement:** This agreement represents the entire understanding of the parties and there are no representations, covenants, or conditions that are not herein set forth and any amendment hereto shall be in writing and executed by the parties hereto.

11. **Applicable Law:** This agreement shall be interpreted by and under the laws of the Commonwealth of Pennsylvania.

ATTEST:

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BALDWIN-WHITEHALL SCHOOL DISTRICT

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

ALLEGHENY INTERMEDIATE UNIT

By \_\_\_\_\_