

AGREEMENT

THIS LEASE made this _____ day _____ of 2023, between Allentown Police Athletic League, Inc. located at 425 W. Hamilton Street, Allentown, Pennsylvania, 18101 (hereinafter called “Lessee”),

A N D

CITY OF ALLENTOWN, a Home Rule Third Class City of the Commonwealth of Pennsylvania, domiciled by law in the County of Lehigh, with an office located at 435 Hamilton Street, Allentown, Pennsylvania, 18101 (hereinafter called the “City”).

WHEREAS, the City is the owner of the Allentown Police Academy (hereafter called the “Academy”), which is located at 2110 Park Drive, Allentown, Pennsylvania, 18103 and of the building adjacent thereto (hereafter called the “Building”);

WHEREAS Lessee currently operates a youth-serving organization known as the Allentown Police Athletic League (“PAL”).

WHEREAS, PAL’s youth enrichment, educational, athletic and youth leadership programs and services benefit many children from the City and from the local community;

WHEREAS, the Lessee is interested in using the Building for an educational and community recreational center for PAL’s programs and services.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and in consideration of the mutual promises set forth below and intending to be legally bound hereby, the parties agree as follows:

1. LEASED PREMISES. City, in consideration of the rents and covenants hereafter stated, does hereby rent, demise and lease unto Lessee the Building so that it can be used solely as an educational and community recreational center by PAL. This includes all rooms in the buildings with

the exception of the common area (the main floor) of the Building which will be used by the Allentown Police Academy for classroom training.

2. USE OF PREMISES. Lessee shall not occupy the Building or permit the same to be occupied or used for any other purpose than for delivering the PAL's services as stated herein. The Lessee shall not sublease the Building without written agreement from the Lessor. At the termination hereof, the Lessee will peaceably deliver up and surrender possession of the Building to the Lessor. The Lessee will not assign this Lease, or underlet the Building, or any part thereof, or put anyone in possession, or permit anyone to occupy, or take possession of the Building without the consent of the Lessor endorsed in writing herein. The Building shall not be used as a residence. Over-night occupancy is to be allowed for special events only and with advanced written authorization from the Lessor.

3. LEASE TERM. The term of this lease shall be for twenty (20) years, beginning on the date of this fully executed agreement and ending on December 31, 2043. Notwithstanding anything contained in this Lease to the contrary, City or Lessee may terminate this Lease for cause upon sixty (60) days written notice to the other.

4. RENT.

a. Lessee agrees to pay the City for the rental use of the Building in the sum of \$1.00 yearly. Payment must be submitted in-person, or postmarked, by the last day of December of each year.

b. Rent shall be payable to the City of Allentown and mailed or delivered to the:

City of Allentown
Attn: Room 227
435 Hamilton St
Allentown, PA 18101

5. HOURS OF OPERATION. The Building for all youth events and programs conducted by the Lessee may take place between the hours of 0600-2200 on the following days Sunday-Saturday.

6. FACILITIES. Lessee accepts all existing furniture and furnishings of the City in their “as is” condition and the City makes no warranties with respect thereto. An inventory of City items within the facility will be prepared and delivered to Lessee prior to the Lessee’s first use of the Building.

7. PARKING. Lessee’s employees and invitees shall be responsible to locate and secure their own parking spaces. The City will not provide dedicated parking spaces for Lessee’s employees, patrons and invitees.

8. PERMITS. Lessee shall, at its sole cost and expense, procure and maintain any and all governmental licenses and permits required for the use and occupancy of the Building.

9. UTILITIES. Lessor is responsible for all utilities.

10. SNOW REMOVAL. Lessor shall be responsible for snow removal.

11. TRASH REMOVAL. Lessee shall not permit trash and recycling waste generated at the Building or any rubbish and refuse matter to remain or accumulate upon the Building premises. The City shall provide municipal trash collection services to the premises only to the extent it would normally do so under generally applicable City policies. Lessee will contact the City when it is known, or should reasonably be known, that the Lessee’s use of the Building may generate waste that will lead to the accumulation of waste in a manner prohibited by this paragraph.

12. SMOKE DETECTORS AND CARBON MONOXIDE MONITORS. Lessee will maintain and test monthly smoke detectors and carbon monoxide monitors on the Building. Lessee will notify Landlord of any broken smoke detectors and carbon monoxide monitors.

13. MAINTENANCE AND REPAIRS. Lessee shall, during the term of this Lease and any renewal thereof, at Lessee sole expense, keep the interior of the Building in as good order and repair as it is at the commencement of this Lease, reasonable wear and tear excepted. If any repairs become necessary because of the failure of Lessee to maintain the Building, the cost of all repairs of whatever nature to said Building shall be borne by Lessee. If any such repairs become necessary because of the failure of the City to provide sufficient heat or other such cause, the cost of such repairs shall be borne by the City. Lessee shall maintain and keep the Building in a clean and sanitary condition, free of rubbish or other obstructions.

14. ALTERATION. Lessee is responsible for all construction, repairs, updates, finances for the Building. Lessee is responsible for obtaining any all permits for any improvements, remodeling, and/or construction done to the Building. Lessee will comply with all applicable laws, statutes, rules, codes or ordinances when performing any construction, repairs, improvement and/or updates for the Building.

15. CONDITION OF PREMISES-END OF LEASE TERM. At the expiration of the term of this lease or any renewal term, the Lessee shall surrender the Building in as good condition as at the commencement of this Lease, reasonable wear and tear excepted.

16. CITY'S RIGHT TO ENTER. The City shall have the right to enter upon, inspect and repair the Building at any time.

17. BACKGROUND CHECKS. As Lessee intends to operate community sports activity for youth, the City requires that all adult paid and volunteer staff shall comply with all State and Federal Laws and regulations pertaining to performing mandated background checks for all persons interacting with minors. Lessee shall maintain copies of said background checks.

18. INSURANCE AND RELEASE.

A. Property Insurance

The City shall secure and maintain all risk property insurance, which insures directly against physical loss of or damage to the Building. Lessee shall secure and maintain, at its own expense, all risk property insurance, which insures against direct physical loss of or damage to Lessee's personal property, fixtures and equipment located in or at the Building, on a replacement cost valuation basis, with limits not less than 100% if the insurable replacement cost of all personal property, fixtures and equipment located therein. Lessee shall also secure time element insurance satisfactory to protect its interest as a result of direct physical loss of or damage to Lessee's personal property, fixtures and equipment located in or at the Building. Any deductible amount(s) selected by Lessee or imposed by Lessee's insurer(s) shall be the sole responsibility of the Lessee.

B. Commercial General Liability Insurance

Lessee shall secure and maintain, at its own expense, commercial general liability insurance, which insures against bodily injury, property damage, personal injury and advertising injury claims arising from the Lessee's occupancy of the Building or operations incidental thereto, with a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000. Such insurance shall include the City and its elected and appointed officials, employees, and authorized volunteers as additional insureds.

Evidence of Insurance/Insurers

Lessee shall furnish certificates of all insurance, acceptable to the City, evidencing all policies required above at execution of this Lease Agreement and prior to any subsequent renewals thereafter. Such insurance shall be written with insurers

licensed to do business in the Commonwealth of Pennsylvania, with a current Best Insurance Reports rating of “A- ““V II” or better, unless approved by the City. The City hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers’ Insurance Fund (SWIF) of Pennsylvania. Such policies shall be endorsed, and such certificates shall provide that no cancellation or non-renewal can take effect unless 30 days prior written notices by registered mail is furnished to Landlord.

C. Liability policies required herein may not be written on a “claims-made basis” without the prior written approval of Landlord.

D. If Lessee shall fail, refuse or neglect to secure and maintain any insurance required of Tenant or to furnish satisfactory evidence of insurance, the City shall have the right to purchase such insurance. All such payments made by the City shall be recoverable by the City from Lessee, together with interest thereon, as additional rent promptly upon being billed, therefore.

E. Damage to Property of Lessee and its Invitees.

To the fullest extent permitted by law, Lessee shall be responsible for any loss or damage to property of tenant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the Building of the City.

19. INDEMNIFICATION. Lessee agrees to indemnify, defend, save and hold the City harmless from any and all costs, expense, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable attorney’s fees, arising out of the negligence of the Lessee, any of its officers, agents and employees or arising through the default in the performance of any of the terms of this Lease.

20. BREACH BY LESSEE. If the Lessee shall fail to pay rent to the City when due, shall remove or attempt to remove from the Leased Premises during the term of this Lease or any renewal thereof or shall break or evade any of the covenants or restrictions set forth in this Lease, and said condition, shall continue for ten (10) days following written notice thereof given by the City to the Lessee, in addition to all other remedies provided by law or in equity, may:

- a. declare the entire unpaid balance of the rent for the unexpired portion of the current term, together with all other charges or expenses agreed herein to be paid by Lessee, immediately due and payable and in arrears, including reasonable attorney's fees and court costs.
- b. terminate this Lease.

21. WAIVER OF NOTICE TO QUIT. Lessee specifically waives the statutory notice to quit.

22. ASSIGNMENT FOR THE BENEFIT OF CREDITORS. If the Lessee shall make any assignment for the benefit of creditors or commit any act of bankruptcy whatsoever, then the rent for the balance of the current term shall immediately become due and payable, as if such rent were payable in advance, and shall be paid in full from the proceedings of any such assignment, sale or bankruptcy proceedings, any law, usage or custom to the contrary notwithstanding.

23. CONFESSION OF JUDGMENT. In the event of any default hereunder, the City may cause judgment to be entered against Lessee, and for that purpose, Lessee hereby authorizes and empowers the City, or any Prothonotary, Clerk of Court or attorney of any Court of record to appear for Lessee and to confess judgment against Lessee for the amount of all rent and other sums due from

the Lessee hereunder (including all sums due upon an acceleration under Paragraph 20, above) as well as interest on all overdue sums at a rate of ten percent (10%) per annum, cost of suit and reasonable attorney fees. The authority to confess judgment herein shall not be exhausted by any one or more exercises thereof. Lessee agrees that this Lease or a true and correct copy of hereof shall be sufficient authorization and warrant to confess judgment hereunder.

24. EJECTMENT. In the event of any default by Lessee hereunder and termination of this Lease by the City under Paragraph 20, above, or upon expiration of this Lease, the City may cause judgment in ejectment to be entered against Lessee for possession of the Leased Premises and, for that purpose, Lessee does hereby authorize and empower the City or any Prothonotary, Clerk of Court or attorney of any Court of record to appear for Lessee and confess judgment against Lessee in ejectment for possession of the Leased Premises and Lessee agrees that a Writ of Possession pursuant thereto may issue forthwith. Lessee further agrees that, if for any reason whatsoever after commencement of said action, the same shall be terminated and possession of the Leased Premises shall remain in or be restored to Lessee, the City shall have the right, at any subsequent time when occasion shall arise, to cause the entry of successive judgments by confession in ejectment for possession of the Leased Premises. Lessee agrees that this Lease or a true and correct copy of hereof shall be sufficient authorization and warrant to confess judgment and for the issuance of a Writ of Possession pursuant thereto. Lessee hereby waives any and all notices required by law concerning notices to quit.

25. WAIVER OF DUE PROCESS. LESSEE SPECIFICALLY ACKNOWLEDGES THAT LESSEE HAS VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY WAIVED CERTAIN DUE PROCESS RIGHTS TO A

PREJUDGMENT HEARING BY AGREEING TO THE TERMS OF THE FOREGOING PARAGRAPHS REGARDING CONFESSION OF JUDGMENT AND EJECTMENT. LESSEE FURTHER SPECIFICALLY AGREES THAT IN THE EVENT OF DEFAULT, THE CITY MAY PURSUE MULTIPLE REMEDIES INCLUDING OBTAINING POSSESSION PURSUANT TO A JUDGMENT BY CONFESSION FURTHERMORE, LESSEE SPECIFICALLY WAIVES ANY CLAIM AGAINST THE CITY FOR VIOLATION OF THE LESSEE'S CONSTITUTIONAL RIGHTS IN THE EVENT THAT JUDGMENT IS CONFESSED PURSUANT TO THIS LEASE.

26. NON-WAIVER BY CITY. Any failure of the City to enforce any of the rights granted to it under this Lease shall not in any way be considered as a waiver of the right to enforce the provisions of this Lease.

27. NOTICES. Any notice under this Lease must be in writing and must be sent by registered or certified mail to the party at the following address:

To the City: City of Allentown
 Attn: Room 237
 435 Hamilton St
 Allentown, PA 18101

To the Lessee: Allentown Police Athletic League
 425 W. Hamilton Street
 Allentown PA 18101

28. PRIVATE INTEREST. The Lessee certifies that no officer or employee of the City, who exercises any functions or responsibilities in connection with the execution and administration of this Lease, has any private interest, direct or indirect, in this contract. The Lessee also agrees that it

will not hire or otherwise employ any City personnel who exercise any discretion in the awarding, administration or continuance of this Lease. This prohibition shall also apply to any person who had been employed by the City of Allentown within one (1) year of the date of this Lease. A failure to abide by the provisions of this Paragraph shall constitute an incurable, material breach of this Lease and shall be grounds for the City to terminate this Lease. The City certifies that no officer or employee of the City who exercises any functions or responsibilities in connection with the recommendation of the award of this Lease has any private interest, direct or indirect, in this Lease.

29. NO DISCRIMINATION. Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, veteran status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability or marital status. Lessee will take affirmative action to ensure that applicants and employees are treated fairly during employment without regard to race, color, religion, sex, gender identity, sexual orientation, veteran status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

30. LIMITATION ON LIABILITY. The City is a governmental entity and at all times retains its statutory immunity defense as provided by the laws of the Commonwealth of Pennsylvania. 42 Pa. C.S. § 8541.

31. ASSIGNMENT. Lessee shall not assign or sublet this Lease or any of its rights or obligations without the prior written consent of City.

32. FORCE MAJEURE. Lessee shall immediately notify City in writing of any cause that

will prevent or delay its performance. After receipt of Lessee's notice, City may elect either to cancel this Lease or to extend the time of performance as reasonably necessary.

33. INTEGRATION. This Lease represents the entire understanding of the parties and supersedes all prior discussions, understanding, and agreements between the parties with respect to all the matters contemplated herein.

34. AMENDMENT. This Lease Agreement shall not be modified or amended except in a writing executed by both parties.

35. SEVERABILITY. The provisions of this Lease are separate and severable from one another. If any provision is determined to be invalid, the remaining provisions shall remain valid and continue in effect.

36. CHOICE OF LAW AND VENUE. This Agreement is made under, governed by, and shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of laws provisions. Venue for any disputes shall be in the Court of Common Pleas of Lehigh County, Pennsylvania.

37. BINDING EFFECT. This Agreement shall be binding on the parties hereto, their heirs, personal representatives, successors and assigns.

JMP:mly
C19-000103

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Lease Agreement the day and year first above written.

CITY OF ALLENTOWN

BY: _____
Matthew A. Tuerk, Mayor

ATTEST:

BINA PATEL, Director of Finance

ALLENTOWN POLICE ATHLETIC LEAGUE, INC.

BY: Please see attached form (Page 13) _____

WITNESS:

Printed Name

Allentown Police Athletic League, Inc

425 Hamilton St
Allentown, Pa. 18101-1603
(610) 437-7565

Subject: Confirmation of Police Athletic League Board Meeting and Lease Approval

Dear City of Allentown,

I am writing to formally confirm the proceedings of the Police Athletic League (PAL) board meeting held on August 14th at 1730 hours. This meeting was convened to discuss and vote on the proposed lease for the building adjacent to 2110 Park Dr, Allentown PA 18103].

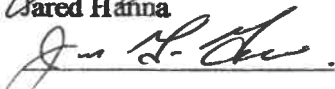
I am pleased to inform you that the meeting achieved quorum with the presence of majority of board members, and I am delighted to report that the outcome of the vote was unanimous in favor of the proposed lease agreement. This decision reflects the enthusiasm and confidence of the PAL board members in utilizing your property for our organization's activities.

The below signatures represent the executive board of the Allentown Police Athletic Leagues expectance of the purposed lease.

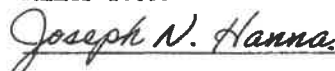
Sincerely,



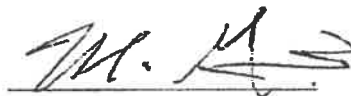
Jared Hanna



James Gress



Joseph Hanna



Matt Geake



Charles Roca



Megan Wursta