

# LEASE AGREEMENT

This LEASE AGREEMENT, dated \_\_\_\_\_, \_\_\_\_\_, is between the following parties:

\_\_\_\_\_

a Pennsylvania nonprofit corporation (the "Landlord"), and,

\_\_\_\_\_

a \_\_\_\_\_ (the "Tenant"). In consideration of the mutual promises herein and intending to be legally bound hereby, the parties agree as follows:

## 1. Definitions

(a) **Landlord's Property** The building and other structures located on the real estate owned by the Landlord, together with the grounds, pavement, sidewalks, parking areas, and easements owned by the Landlord and associated with Landlord's Property;

(b) **Exclusive Tenancy** The right of the Tenant to occupy designated portions of the Landlord's Property identified in this Lease for the Tenant's sole use and occupation during the days and times specified in this Lease;

(c) **Non-Exclusive Tenancy** The right of the Tenant to occupy designated portions of the Landlord's property jointly with the Landlord or other Tenants of the Landlord identified in this Lease during the days and times specified in this Lease;

(d) **Tenant's Business** Tenant is engaged in the following business and intends to use the tenancy leased for that purpose: \_\_\_\_\_.

2. **Lease of Portion of the Landlord's Property** The Landlord hereby leases to the Tenant, on the terms and conditions set forth in this Lease, the portions of the Landlord's Property described below. The area described in subparagraph 2(a) together with such non-exclusive use of Landlord's Property described in subparagraphs 2(b), 2(c) and 2(d) below shall hereinafter be referred to collectively as the "Premises." The Tenant shall accept possession of the Premises when Landlord tenders possession of the Premises to the Tenant. By occupying the Premises, the Tenant shall be deemed to have accepted the Premises in their condition on the date of first occupying the Premises. The street address of the Premises is:

Number and Street: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

(a) **Exclusive Tenancy** The Tenant shall have exclusive use and enjoyment of the following areas, rooms, and facilities during the following days and times:

If a plan of the areas to be used is attached to this Lease and is made part of this Lease, please check here:  Plan is attached.

(b) **Non-Exclusive Use of Common Areas** The Tenant shall have a non-exclusive right to use such sidewalks, entranceways, hallways, corridors, stairs and restrooms designated by Landlord for use by Tenant (“Common Areas”) to accompany the Tenant’s exclusive tenancy described in subparagraph 2(a) above. Tenant, its officers, employees, agents and invitees shall have access to and may use such areas during normal business hours and at such reasonable times as the Tenant shall require in order to conduct its Business. For this purpose, the Tenant shall be provided with keys allowing access to other areas of the Property for use in case of an emergency. The Tenant shall provide the Landlord with duplicate keys to all locks installed by the Tenant on the Premises, including any storage facilities. The Common Areas designated for the Tenant’s use are:

(c) **Non-Exclusive Tenancy** The Tenant, during the days and times identified herein, or as Landlord and Tenant may subsequently agree, when Tenant is conducting Tenant’s Business, shall have a non-exclusive right to use the following additional areas, rooms, and facilities in connection with the exclusive tenancy described in subparagraph 2(a) above:

If none, please check here:  None. It is understood that the Landlord and other tenants or licensees of the Landlord, if any, may also make non-conflicting use of the same areas, rooms, and facilities. Landlord shall at all times have priority to use such areas of non-exclusive tenancy. Tenant agrees to make such areas available for Landlord’s use upon twenty-four (24) hours oral notice to Tenant.

(d) **Storage Facilities** The Tenant shall have the right to store its personal property on the Premises in the following locations:

If none, please check here:  None.

(e) **Parking** Tenant, Tenant’s officers, employees, agents and invitees may park vehicles on parking areas on Landlord’s Property. Unless otherwise stated herein, no parking spaces shall be exclusively designated for Tenant, Tenant’s officers, employees, agents and invitees. All vehicles are to be currently licensed, in good operating condition, parked for business purposes having to do with Tenant’s Business operated in the Premises. No vehicles are to be parked overnight. Any vehicle parked improperly or without current registration shall be subject to being towed at the expense of the owner or driver. Tenant shall indemnify and hold harmless Landlord of any liability from the towing of any vehicles belonging to Tenant, Tenant’s officers, employees, agents and invitees.

### 3. Term

(a) **Initial Term** This Lease shall begin on \_\_\_\_\_, \_\_\_\_\_ and shall end on \_\_\_\_\_, \_\_\_\_\_ (the "Term").

(b) **Holding Over After End of Term** If Tenant remains on the Premises after the ending date of the Lease set out in paragraph 3(a) above, and Landlord has not notified Tenant in writing to leave the Premises, this Lease shall continue upon the same terms and conditions in force immediately prior to the expiration of the term for a further period of one month and so on from month to month unless or until terminated by either party hereto, giving the other party thirty (30) days written notice to terminate this Lease. Any such holdover tenancy shall require the approval of the Presbytery of Philadelphia (the "Presbytery") as required by paragraph 6 hereinafter.

(c) **Holding Over Without Consent** Any holding over by Tenant or anyone acting through Tenant after the expiration of the Initial Term or any Holdover Term, without the written consent of the Landlord, shall be construed to be a tenancy at will and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, Tenant shall pay 150% of the Rent due under paragraph 4(a). The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

(d) **Termination on Dissolution of Landlord** In the event that Landlord is dissolved by the Presbytery, or has become extinct by reason of the dispersal of its members, abandonment of its work or such other cause, the Presbytery may terminate this Lease upon sixty (60) days written notice to the Tenant.

### 4. Rent

(a) **Monthly Rent** The Tenant shall pay to the Landlord as rent for its occupancy of the Premises the sum of \$\_\_\_\_\_ per month, on or before the first day of each month of the Term. The rent for any partial calendar months when Tenant's occupancy does not begin or end on the first day of the calendar month shall be prorated on a daily basis. The monthly rent shall be payable to Landlord at Landlord's notice address provided in paragraph 19 hereinafter, or at such other place designated by written notice from Landlord to Tenant.

(b) **Late Charges and Fees** Rent shall be paid to Landlord within five (5) business days of the date due. All past due payments shall bear interest from the date due until paid at the rate of one percent (1%) per month. Landlord may charge Tenant a fee of Forty Dollars (\$40.00) for any check delivered by Tenant which is returned for insufficient funds or is otherwise not cleared by Landlord's bank, to reimburse Landlord for its administrative costs and inconvenience incurred as a consequence of the failure of Lessee's check to clear.

5. **Security Deposit** If no security deposit, please check here:  None. If a security deposit is required, prior to the beginning of the Term, the Tenant shall pay to the Landlord the sum of \$\_\_\_\_\_ as security for payment of rent hereunder and for the performance of all of the Tenant's other duties hereunder. Such amount, less any deductions made by the Landlord in fulfillment of the Tenant's duties hereunder, shall be returned promptly after the end of the Term. The Tenant agrees that the sum held as a security deposit will not be held in a separate interest bearing account and may be held as a designated fund in one of Landlord's bank accounts. It is expressly understood that the security deposit shall not be considered to be an advance payment of rent or a measure of Landlord's damages in the event of a default by Tenant. Tenant agrees that Landlord may use the security deposit to satisfy any of Tenant's obligations under this Lease; if the security deposit is so used by Landlord, Tenant will pay to Landlord

such sum as has been removed from the security deposit to restore the security deposit to its original amount within ten (10) business days of Landlord's written notice to Tenant to replenish the security deposit.

**6. Approval by the Presbytery of Philadelphia** This Agreement and any renewal of this Agreement requires the prior approval of the Presbytery. Any provision hereof disapproved by the Presbytery shall have no further force or effect. Any occupancy of the Premises prior to approval by the Presbytery shall be considered a tenancy at will and shall immediately terminate without further liability to any party if such approval is denied. Failure of the Landlord to seek the approval of the Presbytery shall not constitute a waiver of this condition to the Lease.

**7. Conditions of Use of the Premises** The Tenant's use of Landlord's Property, including its use of the portion of the Premises covered by its exclusive tenancy, shall be subject to the following conditions:

(a) **Use Consistent with Landlord's Use** The Tenant understands that the primary purpose and dedication of the Landlord's Property is as a church facility and shall use the Premises consistent with that purpose. Landlord's use shall have priority except in the areas of the Tenant's exclusive use as set forth in subparagraph 1(a) above. The Tenant shall use the Premises, including the areas of the Tenant's exclusive use, in a manner reasonably deemed by Landlord, in its sole judgment, to be consistent with and appropriate to such primary use.

(b) **Compliance with Rules and Regulations** The Tenant shall comply with the rules and regulations established from time to time by the Landlord with respect to its use of the Premises and Landlord's Property including, without limitation, rules regulating smoking and food consumption and designation of particular doors to be used by the Tenant and its invitees. The Tenant shall provide sufficient supervision of its staff and invitees to assure that they occupy only the permitted areas, that they treat the Landlord's Property with care and respect and that they do not use loud or offensive language in or near the Premises or at or on Landlord's Property. Tenant shall not permit anyone to bring onto the Premises any handgun, firearms or other weapon of any kind, illegal drugs or alcoholic beverages.

(c) **Kitchen Facilities** Tenant may not use Landlord's kitchen facilities without Landlord's express written consent or unless included in the Tenancy described in paragraph 2 above. Tenant may not bring onto the Premises or use in Premises hotplates, microwave ovens, coffee pots or other appliances without the express written consent of the Landlord.

**8. Utilities and Other Services** The Landlord at its sole expense shall cause the Premises to be heated and shall provide electricity, oil and/or gas, water and sewer ("Utilities") for reasonable use by the Tenant. Tenant shall pay to Landlord, in addition to monthly rent, the sum of \$\_\_\_\_\_ each month to reimburse Landlord for a portion of the cost of such Utilities. Landlord shall not be required to furnish electrical current for equipment that requires more than 110 volts or other equipment where electrical energy consumption exceeds normal residential or office type usage. The Tenant shall contract for and pay all expenses relating to its telephone, fax and/or internet service on the Premises.

**9. Duties of the Tenant** The Tenant shall be responsible for the following duties as they relate to the Tenant's use and occupancy of the Premises:

(a) **Routine Maintenance** The Tenant shall maintain the Premises in a clean, safe and operable condition. The Tenant shall not use or permit use of the Premises in any manner that will create waste, damage or nuisance. The Tenant, at its sole expense, shall be responsible to repair, replace and maintain

in good condition the Premises, including areas of non-exclusive use such as restrooms and kitchen after daily use, and for repair of damage caused by Tenant's use.

(b) **Necessary Permits, Licenses and Authorizations** The Tenant, at Tenant's sole expense, shall obtain, post and maintain all local, state and federal permits, licenses and authorizations, including any certificate of occupancy, as may be required for the operation of Tenant's Business and for Tenant's use of the Premises. Landlord does not warrant or represent that the Tenant will be able to obtain any such permit, license or certificate for such use as Tenant intends to make of the Premises. Tenant shall pay all fees, fines or penalties relating to Tenant's conduct or activities or for failure to obtain such required permits, licenses and authorizations or for violation of same. Tenant shall immediately notify Landlord in writing of any citation, code violation, fees, fines or penalties imposed upon Tenant for violation of any permits, licenses or ordinances caused by Tenant's use or occupation of the Premises. Tenant shall indemnify, defend and hold harmless Landlord and Presbytery of and from any fee, fine or penalty levied or charged against Landlord for failure of Tenant to obtain any permit, license or authorization or for any violation by Tenant of any permit, code or ordinance and pay for or reimburse Landlord for all costs, including reasonable attorney's fees incurred by Landlord as a result of Tenant's conduct.

(c) **Compliance with Applicable Laws, Ordinances and Regulations** The Tenant shall comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term or any part of the term hereof regulating the use by the Tenant of the Premises. The Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance.

(d) **Hazardous Materials** The Tenant shall not permit the presence or use, disposal, storage or release of any flammable, dangerous or hazardous materials or substances on the Premises or Landlord's Property or violate any federal, state or local environmental law or ordinance. Tenant may use or store such cleaning supplies as may be reasonably necessary for routine maintenance of the Premises required in subparagraph 9(a), provided that any such materials and supplies are kept in appropriate, approved containers and in reasonable quantities.

(e) **Payment of Real Estate Taxes** Landlord's Property is not currently subject to real estate taxes. However, the Tenant shall pay any and all real estate taxes which may be imposed by the municipality in which the Premises is located as a result of the Tenant's tenancy thereof; provided that the Tenant shall have the right, at its sole expense, upon prior written notice to the Landlord, to contest the taxability of the portion of the Premises used by the Tenant, and the Landlord shall render such assistance as may reasonably be required for such purpose, with any expense of such assistance, including reasonable attorney's fees, to be borne by the Tenant.

(f) **Repair of Damage** The Tenant shall cause to be repaired any damage to the Premises or Landlord's Property arising out of the use of the Premises or Landlord's Property by the Tenant's officers, employees, agents, or invitees. The method and materials to be used in any such repairs shall be such as to restore the damaged area to its original condition and shall be approved by the Landlord prior to being restored.

(g) **Additional Responsibilities** The Tenant shall have the following additional responsibilities:  
If none, please check here:  None.

## 10. Indemnification; Insurance

(a) **Indemnification by the Tenant** The Tenant shall indemnify, hold harmless and defend the Landlord and the Presbytery jointly and severally from and against any and all claims, demands, liabilities, causes of action, lawsuits and damages arising from the Tenant's use of the Premises or from any activity, work or thing done, permitted or suffered by the Tenant, Tenant's officers, employees, agents, invitees or others for whom the Tenant is legally responsible in or about or in connection with the Premises or Landlord's Property, including without limitation any injury to or death of any person or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience arising from any occurrence on the Premises or arising out of Tenant's occupation or use of the Premises.

(b) **Required Insurance** The Tenant shall obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring the Landlord, the Tenant and the Presbytery against any liability arising out of the use, occupancy or maintenance of the Premises by the Tenant or its officers, employees, agents, visitors or program participants. Such insurance shall be in an amount of not less than \$1,000,000 for bodily injury to or death of one or more persons in any one accident or occurrence. Such insurance shall further insure the Landlord, the Tenant and the Presbytery against liability for property damage of at least \$50,000 and in such circumstance Landlord's policy will be in excess over Tenant's policy. Tenant shall furnish to Landlord certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder at least ten days prior to the earlier of the beginning of the Term or the date Tenant enters or occupies the Premises, and at least 15 days prior to each renewal of said insurance, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days before cancellation or a material change of any such insurance policies. All such insurance policies shall be in form, and issued by companies reasonably satisfactory to Landlord. If Tenant fails to comply with the foregoing insurance requirements or to deliver to Landlord the certificates or evidence of coverage required herein. Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such insurance and Tenant shall pay to Landlord on demand the premium costs thereof, plus an administrative fee of 15% of such cost.

11. **Damage by Fire or Other Casualty** If during the term of this Agreement the Premises are damaged by fire or other casualty to the extent that they cannot be used for the Tenant's purposes, the Tenant shall promptly advise the Landlord in writing of such fact. Within 30 days after receiving such advice, the Landlord shall advise the Tenant in writing whether or not it has elected to cause the Premises to be repaired. If the Landlord elects to repair the Premises, it shall do so as promptly as practicable and in a manner which is mutually agreeable to the Landlord and the Tenant. If the Landlord elects not to repair the Premises, all obligations of the Tenant and Landlord hereunder shall immediately terminate and neither party shall have further liability to the other hereunder. The Landlord shall not be liable for any damage, compensation or claim by reason of the necessity of repairing the Premises any portion of the Landlord's Property, the interruption of the use of the Premises or any inconvenience or annoyance arising as a result of such repairs or interruptions.

12. **Alterations** The Tenant shall make no alterations, additions or improvements to the Premises without the prior written consent of the Landlord. In granting such consent, the Landlord shall notify the Tenant as to whether Landlord will require Tenant to remove such alterations at the end of the Term as a condition of its approval. If the Landlord requires removal of such alterations, the Tenant shall remove them in a workmanlike manner and restore the Premises to its condition prior to making the alterations. Any such alterations and improvements shall meet all applicable code requirements and be

made in a workmanlike manner using good quality materials. Tenant will obtain and record waivers of mechanics' liens from all contractors and subcontractors providing services or materials for any erection, construction, alteration or repair to the Leased Premises. Tenant shall require all such contractors and subcontractors to carry adequate liability insurance and workers' compensation insurance.

13. **Signs and Interior Decorations** The Tenant at its sole expense may erect and maintain signs on the exterior of the Premises near the entrances used by the Tenant of reasonable size, content and shape, and in accordance with all applicable zoning regulations, at locations approved in advance by the Landlord. Provided, however, that any signs to be erected by Tenant shall not conflict with or obscure Landlord's existing signs and Landlord shall not be required to alter or remove its existing signage to accommodate Tenant's signage. Tenant shall repair all damage to the Premises or Landlord's Property resulting from removal of signs installed by Tenant at the end of the Lease Term. The Tenant may, at its sole expense, provide appropriate decorations for the interior of the Premises, which decorations shall be at all times consistent with the primary purpose of the Premises as set forth in subparagraph 5(b) above and shall be subject to the prior approval of the Landlord.

14. **Events of Default** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by the Tenant:

- (a) The vacating or abandonment of the Premises by the Tenant before the end of the Term;
- (b) The failure by the Tenant to make any payment of rent or any other payment required to be made by the Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) business days;
- (c) Failure to maintain insurance required by paragraph 10(b); or
- (d) The failure by the Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant.

15. **Landlord's Remedies** In the event of any material default or breach by the Tenant, the Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right of remedy which the Landlord may have under the laws of the Commonwealth of Pennsylvania by reason of such default or breach:

- (a) **Termination of Lease and Damages** terminate the Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to the Landlord. In such event, the Landlord shall be entitled to recover from the Tenant all damages incurred by the Landlord by reason of the Tenant's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation or alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid, and the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the proceeds of any reletting of the Premises for the remainder of the term hereof; or
- (b) **Continue Possession** maintain the Tenant's right to possession, in which case this Lease shall continue in effect whether or not the Tenant shall have abandoned the Premises. In such event, the Landlord shall be entitled to enforce all of the Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder to the end of the Term; or

(c) **Remedies Cumulative** pursue any other remedy now or hereunder available to the Landlord under the laws or judicial decision of the Commonwealth of Pennsylvania; these remedies shall be cumulative and the exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

(d) **Custom** Landlord shall have the right at all times to enforce the covenants and provisions of this Lease in strict adherence with its terms, notwithstanding any conduct or custom on the part of the Landlord in refraining from doing so at any time.

**16. Disputes**

(a) **Non-payment of Rent** Any dispute concerning non-payment of rent by Tenant shall be subject to the terms of the Pennsylvania Landlord and Tenant Act of 1951 as amended, 68 P.S. §§250.101 et seq., and the rules of the District Justices and the Court of Common Pleas of the County in which the Premises is located, or, if the Premises is located in Philadelphia County, the rules of the Municipal Court of Philadelphia and the Court of Common Pleas of Philadelphia County. The provisions of the Landlord and Tenant Act relating to security deposits shall not be applicable to this non-residential lease.

(b) **Other Disputes** The parties agree to engage in good faith negotiations to resolve any dispute, other than the non-payment of rent, arising under this Lease for a period of thirty (30) days after one party notifies the other in writing of the dispute. The existence of such a dispute shall not entitle the Tenant to withhold the payment of rent when due nor cause the Landlord to delay proceeding under the Landlord and Tenant Act of 1951 as provided in sub-paragraph 16(a). After the expiration of the thirty (30) day period, the parties may submit the dispute to court as provided in sub-paragraph 16(a).

**17. Assignment and Subletting** This Lease shall not be assignable by the Tenant, either voluntarily or by operation of law, nor shall the Tenant enter into any sublease of all or part of the Premises, without the prior written consent of the Landlord and the Presbytery.

**18. Inspection** Landlord or its agents or employees or any other person or persons authorized by Landlord shall have the right to inspect the Premises and to enter the Premises at all reasonable times not interfering with the operation by Tenant of its business upon the Premises for the purpose of inspecting the Premises. Landlord may, at reasonable times, enter upon the Premises to show the same to prospective buyers or lessees thereof and, within a period of six (6) months prior to the expiration of the basic term or any extension thereof display "For Sale" or "For Rent" signs upon the Premises.

**19. Notices** All notices required by this Agreement to be given by either party hereto shall be in writing and shall be personally served upon the duly authorized representative of such party listed below delivered by overnight courier service or shall be mailed, by registered or certified mail, return receipt requested, to the addresses shown below or to such other address as may be specified by similar notice. Any notice hereunder shall be deemed to have been given when personally served or two days after mailing in the manner specified above:

If to the Landlord:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

If to the Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

20. **Condemnation** If any legally constituted authority condemns the Premises or such part thereof which shall make the Premises unsuitable for leasing, this Lease shall terminate when the public authority takes possession, and Landlord and Tenant shall account for rent as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

21. **Waiver** No waiver of any default of Landlord hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

22. **Headings** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

23. **Successors** The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

24. **Entire Agreement and Amendments** This document states the entire agreement between the parties and no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant except by written document executed by both Landlord and Tenant.

IN WITNESS WHEREOF, each party has caused this Lease to be executed by its duly authorized officers on the day and year first above written.

\_\_\_\_\_  
(Print Name of Landlord)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Tenant)

By: \_\_\_\_\_  
Title: \_\_\_\_\_