

THIS LEASE AGREEMENT ("LEASE") with an effective date of _____, 2024 and which shall expire on _____, 2024 at 12:00 a.m.,

made by and between

Kiskiminetas Township ("Kiski"), located at 1222A Old State Road, Apollo, Pennsylvania 15613 and whose telephone number is 724-478-2737 (the "Lessor"), and

Southern Armstrong Regional Police Department ("SARPD"), located at 589 State Route 66, Leechburg, Pennsylvania 15656, and whose telephone number is 724-845-7979 (the "Lessee"),

Lessor and Lessee herein consent and agree to the following terms and conditions:

PROPERTY

The Lessee does hereby lease from the aforementioned Lessor the premises located at 1222B Old State Road, Apollo, Pennsylvania 15613, being the basement floor of the Kiskiminetas Township Municipal Building, within Kiski Township, Armstrong County, Pennsylvania (hereinafter referred to as the "Commercial Property" or "Premises"). The Commercial Property is further described as:

The former headquarters of the Kiskiminetas Township Police Department,

TERM OF LEASE

The term of the lease shall be for an initial term of a maximum of 15 Years year(s), that will commence on _____, 2024, and shall terminate on the earliest of December 31, 2037 or by written notice or as provided herein, unless extended as provided for herein.

MONTHLY LEASE FEE

Lessee shall make a yearly rental payment in the amount of \$_____, which shall be payable on the first (1st) day of each year throughout the duration of the Lease. Lessee shall make all rental payments out to the Lessor and either mail or hand deliver same to Lessor at the following location:

1222A Old State Road,

Apollo, Pennsylvania 15613

LESSOR'S DEFAULT

In the event that the Lessor should fail to perform any of its responsibilities and/or obligations hereunder, then the Lessee's exclusive remedy shall be an action for damages.

USE OF PREMISE

The Lessee shall have complete use and occupancy of the Premises, for the sole purpose of Housing a Sub-station for SARPD. Other than as herein stipulated, the Premises shall be used for no other purpose by the Lessee and the Lessor consents and agrees to the aforementioned use of the Premises by the Lessee.

ALTERATIONS TO PREMISES

The Lessee may make any non-structural changes to the Premises without the prior written consent of the Lessor, at Lessee's cost. Any structural alterations, improvements, or additions, in or about the Commercial Property require the prior written consent of the Lessor, which will not be unreasonably withheld. All alterations shall be in the best interest to maintain operations of the police department. Any alterations to the Premises must be done in accordance and in compliance with all applicable state laws and required permits.

ORDINANCES AND STATUTES

The Lessee hereby agrees to and shall comply with all applicable state and local statutes, ordinances, and requirements with respect to any and all municipal, federal, and state authorities currently and hereafter in effect, pertaining to the Premises.

ASSIGNMENT AND SUBLETTING

The Lessee agrees and understands that it shall not be able to assign the Lease or to sublet any portion of the Premises without the prior written consent of the Lessor. Any purported assignment or subletting of the Premises by Lessee without Lessor's consent shall be null and void and, at the option of the Lessor, may cause immediate termination of the Lease.

PREMISE CARE AND MAINTENANCE

The Lessee agrees to, and shall at all times, maintain the Commercial Property in good and safe condition, including but not limited to (if applicable), all plate glass, electrical wiring, plumbing, heating, and any other system or equipment, which may be at the Premises. Upon termination of the Lease, Lessee shall surrender the Commercial Property in as good condition as it was at time of commencement of the Lease, allowing for normal wear and tear. The Lessee agrees to be held responsible for any and all repairs required, with the exception of roofing, exterior walls and structural foundations.

UTILITIES

Any and all applications and connections with regards to any necessary or required utility services for the Premises shall be maintained in the name of the Lessor only, and Lessor shall be solely responsible and liable for any charges incurred for those applications and/or connections and all monthly fees associated with same, as they become due and payable, including charges for sewer, water, gas, and electricity.

The lessee shall be responsible for all costs for telephone and internet, and any other utility fees needed to operate the police department.

ENTRY AND MAINTENANCE OF PREMISES

The Lessee shall permit the Lessor or its agents (Board Member Representative) access into the Premises for the purpose of conducting an inspection of the Commercial Property. In addition, the

Lessee shall permit the Lessor to enter at any time within sixty (60) days prior to the expiration or termination of the Lease.

REMIBURSEMENT AFTER LOSS

At no time shall the Lessor be held responsible or liable for any damage or injury to the Lessee, any other individual, or to any property related to or contained within the Premises or any part thereof. Furthermore, the Lessee consents and agrees to hold the Lessor harmless from any claim for damages, regardless of how said damages may have occurred, including reasonable attorney fees incurred by Lessor in defense of such claim(s).

INSURANCE

At the sole expense of the Lessee, shall maintain full liability insurance and public liability, including but not limited to, property damage and bodily injury, and to the extent possible, shall name Lessor as an additional insured on each and all such policies.

At the sole expense of the Lessee, Lessee may carry renter's or personal property insurance to cover its contents and personal property.

DESTRUCTION OR PARTIAL DESTRUCTION OF PREMISES

In the event that of a partial destruction of the Premises during Lessees' Term should occur, for any cause, then the Lessor shall immediately make the necessary repairs to the roofing, exterior walls and structural foundations of the Premises, provided that said repairs are able to be made with sixty (60) days under prevailing governmental laws and regulations.

REMEDIES AVAILABLE TO LESSOR FOR DEFAULT

Should the Lessee default in payment of rent, any additional rent, or be in default with respect to any obligations or performance of any of the other provisions or conditions hereof, Lessor may at that time give the Lessee written notice of said default. Should the Lessee not effect a cure of any stated default within Thirty (30) days after notice, then the Lessor may, at such time and at its sole discretion, terminate the Lease with not less than Sixty (10) days' notice to the Lessee.

Upon arrival of the specified date provided in a default notice, the term of the Lease shall end, and the Lessee at that time shall leave and turn over the Premises to the Lessor. However, despite the Lessee's surrender of the Premises, Lessee shall remain responsible and liable as hereinafter provided. At the termination of the Lease, Lessor may resume possession of the Premises by any lawful means and remove the Lessee or other occupants and their effects. No failure of the Lessor to enforce any term of the Lease shall constitute a waiver of any right pertaining to same.

OPTION TO RENEW

Provided that the Lessee is not, and has never been, in default in the performance of the obligations of the Lease, then Lessee shall be afforded the option and opportunity to renew the Lease for a period of 20 Years commencing with the expiration of the original lease Term. With the renewal of the Lease, all of the terms and conditions of the original Lease shall remain intact and in full force and effect.

The option regarding the renewal of the Lease must be exercised by written notice directly to the Lessor, within a minimum of Ninety (90) days prior to the expiration of the original Lease.

NOTICES

All notices between both the Lessor and the Lessee herein shall be made in writing, and delivered to the other party by mailing, postage prepaid to the appropriate address contained within the Lease, or at such other address as may be designated by the parties.

ENTIRE AGREEMENT

The foregoing terms and conditions of this Offer to Lease constitute the entirety of this agreement between the parties, and may be modified only by mutual agreement contained in writing and signed by both parties.

Kiskiminetas Township

Southern Armstrong Regional PD

Secretary

Date