

CITY OF WILLIAMSPORT, PA RESOLUTION

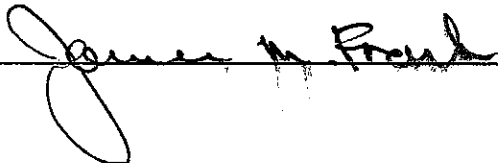
RESOLUTION # 8997

DATE 3-5-20

TITLE

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE
AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND THE LYCOMING
COUNTY SOFTBALL ASSOCIATION

BE IT HEREBY RESOLVED that the City Council of the City of Williamsport authorizes the Mayor and the City Controller to execute the attached Lease Agreement between the City of Williamsport and the Lycoming County Softball Association for the use of the premises known as Elm Park.



City Clerk

Approved 

President

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 1st day of January, 2020, by and between the **CITY OF WILLIAMSPORT**, Pennsylvania, (hereinafter referred to as “**LESSOR**”) and Lycoming County Softball Association, a nonprofit Pennsylvania corporation (hereinafter referred to as “**LESSEE**”).

WITNESSETH

That LESSOR for and in consideration of the payment by LESSEE of the rent hereinafter reserved and the performance by LESSEE of the covenants and agreements hereinafter agreed to be performed by it, and in accordance with all the provisions hereinafter set forth, the parties agree as follows:

1. **LEASED PREMISES:** LESSOR does hereby lease unto the LESSEE and LESSEE does hereby hire and take from LESSOR the premises identified and described in Exhibit A to this Agreement (the “Leased Premises”).

2. **TERM OF LEASE:** The term of this lease shall be for an initial term of five (5) years and shall start **January 1, 2020, and shall expire on January 1, 2025.**

3. **RENTAL:** As total rental, the LESSEE agrees to pay the LESSOR for the use of said Leased Premises the sum of **one (\$1.00) dollar per year**, payable in advance regularly on or before the first day of each beginning year.

4. **USE OF LEASED PREMISES:** LESSEE agrees that said Leased Premises shall be used as a baseball park for softball only and related activities. LESSEE will comply with any and all laws of the Commonwealth of Pennsylvania, rules, regulations, and orders of the City of Williamsport, Pennsylvania, its departments and bureaus, now in effect or hereinafter enacted, adopted or promulgated.

5. **SUBLEASING AND ASSIGNMENTS:** LESSEE covenants and agrees not to permit the Leased Premises to be used for any purpose other than that hereinabove specified, and will not sublet the same, nor any part thereof nor assign this lease, without the written consent of

the LESSOR, and would not permit said Leased Premises to be used for any unlawful purposes, and will not permit any signs or plaque cards to be placed on the outside walls of the said building or upon land contiguous or use therewith, except by the written consent of the LESSOR.

6. **MAINTENANCE AND REPAIRS:**

(a) LESSEE shall maintain and keep in good repair and condition the Leased Premises and shall be required to perform, at LESEES sole expense, any maintenance, repairs, or replacements that are necessary, except as otherwise agreed to in writing between the LESSOR and LESSEE.

(b) LESSOR shall have the right to enter upon the Leased Premises from time to time in order to inspect the same and to perform any maintenance, repairs, and replacements which it is required to make under the provisions of this lease, but this right shall be exercised in such manner as not to interfere with the LESSEE'S use and enjoyment of the Leased Premises and shall be subject to any and all laws, orders, or regulations of the City of Williamsport, its departments, and bureaus or any agency thereof.

(c) LESSEE agrees to keep and at all times maintain the Leased Premises in a clean, sanitary and presentable condition and to comply with all laws, rules, regulations and orders of the Williamsport Recreation Commission and the Department of Agriculture, Department of Health and the Department of Forest and Waters now in effect or hereinafter enacted, adopted or promulgated.

7. **PUBLIC USE:** LESSEE agrees to maintain order among the public as may be required by law and shall observe and require the public to observe all laws and regulations of the City of Williamsport, Pennsylvania, its departments and bureaus.

8. **UTILITIES:** LESSEE covenants and agrees to pay all charges incurred for the use of electricity, water and telephone on the Leased Premises.

9. **INSURANCE:**

(a) LESSEE shall maintain and procure during the term of this lease policies of fire and extended coverage insurance insuring the buildings and improvements constituted in a part of the Leased Premises in an amount satisfactory to the LESSOR.

(b) LESSEE agrees to carry and maintain during the term of this lease, or any renewal thereof, personal injury and property damage liability insurance of not less than \$500,000.00 with respect to any one accident, and not less than \$100,000.00 for property damage, and in the written request of the LESSOR, to furnish the LESSOR with a certificate of said insurance.

10. **REPRESENTATION:** LESSOR or LESSOR'S agents have made no representations on promises with respect to said Leased Premises except as herein expressly set forth. The taking possession of the Leased Premises by LESSEE shall be conclusive evidence, as against LESSEE, that LESSEE accepts same "as is" and that said Leased Premises is in good and satisfactory condition at the time such possession was so taken.

11. **SURRENDER:** When this lease shall terminate in accordance with the terms hereof, LESSEE shall quietly and briefly deliver up possession without notice to LESSOR, except as may be specifically required by any provisions of this lease. LESSEE expressly waives a benefit of all laws now or hereafter in force requiring notice from LESSOR with respect to termination. LESSEE shall deliver up possession of the Leased Premises in as good order, repair and condition as the same are in at the beginning term of this lease except for reasonable wear and tear.

12. **EXTENSION:** At the conclusion of any term of this lease, the term of this lease may be extended if an extension can be agreed upon by both the parties, provided that any such extension must be in writing and signed by both parties. Any such extension(s) shall be subject to all of the agreements, covenants and conditions set forth in this lease, except. The term and any additional terms of an extension may be agreed upon by the parties when and if an extension is effectuated.

13. **INDEMNIFICATION:** LESSEE agrees that LESSEE will at all times defend, indemnify, save, protect and keep harmless the LESSOR and the said Leased Premises from every and all costs, loss, damage, liability, expense, penalty and fine whatsoever which may arise from or be claimed against LESSOR or the Leased Premises by any person or persons for any injuries to person, property or damage of whatever kind or character consequent upon or arising from the use of said Leased Premises by the said LESSEE or consequent upon or arising from any neglect or fault of the LESSEE or its agents and employees in the use and occupancy of said Leased Premises or consequent or arising from any failure form said LESSEE to so comply and conform with all the laws, statutes, ordinances and regulations of the City of Williamsport, Pennsylvania, its departments, bureaus, boards and commissions now and hereafter in force: and if any suit or proceedings shall be brought against LESSOR or the said Leased Premises on account of any alleged violation thereof, or failure to comply and conform therewith, or on account of any damage omission, neglect, (or use of said Leased Premises) by the LESSEE or its agents and employees or any other person on said Leased Premises, that the LESSEE will defend the same and will pay whatever judgment or judgments that may be recovered against the LESSOR against the said Leased Premises on account thereof.

14. **DEFAULT:** Upon breach of any of the terms of this lease or upon termination by forfeiture or default, the Prothonotary or any Attorney is hereby authorized to appear for and confess judgment in an amicable action of ejectment against LESSEE and in favor of the LESSOR for the Leased Premises herein described without stay of execution or appeal, or writ or error, or objections or exceptions and there shall be directed to the issuance of a writ of possession in the form and manner directed in the Pennsylvania Rules of Civil Procedure. No leave of Court shall be required.

In the event of LESSOR believes that LESSEE has breached any of the terms of this lease, LESSOR may declare LESSEE in default by providing written notice to LESSEE. If such a notice is sent by LESSOR to LESSEE, this lease shall be deemed immediately terminated and entitle LESSOR to pursue any and all rights it may have under Pennsylvania Law or this lease.

15. **ADDITIONAL COVENANTS:**

(a) LESSEE agrees to render courteous and efficient service to the public at all times.

(b) LESSEE agrees to keep and at all times maintain in a clean, sanitary and presentable condition and to comply with all laws, rules, regulations and orders of the City of Williamsport, its bureaus, departments, boards and commissions now in effect or hereinafter enacted, adopted or promulgated.

(c) LESSOR and LESSEE agree that the terms and conditions of this lease agreement are subordinate to terms, conditions, restrictions and covenants as set forth in within the Leased Premise's chain of title, including but not limited to an indenture dated December 28, 1923, and executed between the Williamsport Water Company and the City of Williamsport, Pennsylvania.

(d) This sale, use or possession of alcoholic beverages on the Leased Premises by the LESSEE, its members, officers, invitees or any other person on the Leased Premises is prohibited.

(e) LESSEE agrees to provide a yearly financial report to City Council and City administration.

16. **EFFECTIVE PARTIES:** This lease and all agreements, covenants and conditions contained herein shall be binding upon LESSOR and LESSEE and upon their respective successors and assigns.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused these presents to be executed all as of the day and year first above written.

<SIGNATURES ON NEXT PAGE>

ATTEST:

James M. Frank
City Clerk

LESSOR
CITY OF WILLIAMSPORT, PA

Wank Slaughter, Mayor

LESSEE
LYCOMING COUNTY SOFTBALL
ASSOCIATION

ATTEST:

EXHIBIT A
DESCRIPTION OF THE LEASED PREMISES

