

LEASE AGREEMENT

LEASE AGREEMENT made this ____ day of October 2023, by and between the **BURGESS AND TOWN COUNCIL OF THE BOROUGH OF POTTSTOWN**, Montgomery County, Pennsylvania, 100 E. High Street, Pottstown, Pennsylvania, 19464 (hereinafter called “Borough/Landlord”) and **Maria Hernandez**, with an address of 1091 Ben Franklin Highway, Douglassville, Pa 19518 (hereinafter called “Tenant”).

NOW, THEREFORE, in consideration of their mutual covenants and promises and the other valuable consideration, the parties intending to be legally bound hereby, agree as follows:

1. **Premises.** Tenant agrees to lease from Borough a certain portion of real property owned by the Borough located at 71 West High Street, Pottstown, Montgomery County, Pennsylvania, consisting of the concession building (excluding the front office and nonexclusive use of the main kitchen area, outdoor dining area, storage room and restrooms) which are all part of parcel number 16-00-15240-00-8 as shown on Exhibit A (the “Premises”) under and subject to terms and conditions contained below.
2. **Term.** Tenant hereby leases the Premises for an initial term of one year subject to renewal options set forth herein commencing October 1, 2023 and concluding September 30, 2024.
3. **Renewal Option.** Provided that Tenant is not in default in the performance of this Lease, either Borough or Tenant shall have the option to renew this Lease for up to two additional one-year periods, under the same terms and conditions with the exception of annual rental payments. In the event that either party wishes to terminate this Lease, either within the initial term or any renewal term, that party shall provide written notice to the other party at least thirty (30) days prior to the end of the then existing term.
4. **Rent.** During the initial term of this Lease, Tenant shall pay to Borough annual rental in the amount of Four Thousand Two Hundred Dollars (\$4,800.00) beginning October 1, 2023, all

payable in equal monthly installments (\$400.00 per month) on or before the first of each month. All rental payments shall be mailed to the Borough at 100 E. High Street, Pottstown, Pennsylvania. A late fee of ten percent (10%) of the rental payment shall be added when the rental payment is not received within five (5) days of its due date.

5. **Use.** Tenant shall use and occupy the Premises as and for its business of processing organic foodstuffs and produce for the purpose of commercial resale onsite or elsewhere. Tenant may choose to sell retail products processed onsite and in conjunction with their onsite operations for onsite customer consumption in complement of miniature golf operations. Tenant agrees to use the premises in such a manner that will not interfere with the Borough's use of the miniature golf course facility known as Manatawny Green.
6. **Utilities.** The Borough shall be responsible to pay all charges and costs associated with water, electric and waste disposal associated with the use of the Manatawny Green Golf Course. Tenant shall be responsible for all costs associated with the interior building maintenance and cleaning, along with proper sanitation and waste disposal associated with its use of the Premises.
7. **Maintenance.** Tenant shall be responsible for all daily and routine cleaning and maintenance of the Premises, including the obligation to maintain any and all licenses required for their operation.
8. **Alterations and Improvements.** Tenant accepts the Premises in an "as is" condition. In the event the Tenant wishes to make any structural alterations to the Premises, Tenant shall first obtain consent from Borough.

Borough at its sole cost and expense shall be responsible to maintain and/or repair structural components including delivery of utilities, roofing, drainage, HVAC operation, exterior

lighting, exterior plumbing and primary building structural elements, so long as the repairs are not caused by any action or inaction of Tenant.

9. **Insurance.**

A. Borough, at Borough's expense, shall provide public liability insurance on the Premises consisting with such other policies of insurance on property and buildings owned by Borough, which shall include insurance against loss or damage to the property by virtue of fire and other casualties.

B. Tenant, at Tenant's expense, shall maintain public liability insurance, including bodily injury and property damage in amounts satisfactory to Borough, but not less than the following amounts. Bodily injury, One Million Dollars (\$1,000,000.00) for each person; Two Million Dollars (\$2,000,000.00) for each occurrence; Property Damage in the amount of One Hundred Thousand Dollars (\$100,000.00) to cover harm due to the actions and/or negligence of Tenant or Tenant's agents or employees.

10. **Right of Entry.** Borough shall have the right to enter upon the Premises at reasonable hours, with 24 hours advanced notice to Tenant, to inspect the same provided that Borough shall not unreasonably interfere with Tenant's business operation on the Premises. Twenty-four (24) hour advanced notice shall not be required for emergency circumstances.

11. **Assignment and Subleasing.** Tenant may not sublease the Premises or assign, mortgage, pledge, or encumber the property or any equipment or building without the Borough's prior written consent.

12. **Indemnification to Borough.** Borough shall not be liable for any damage or injury to Tenant or Tenant's employees, agents, representatives or invitees not caused by any act, omission or negligence of the Borough, its agents, employees, representatives, or invitees, and Tenant agrees to hold Borough harmless from any and all claims for damages, occurring on the

Premises, caused by any act, omission, or negligence of Tenant, its employees, agents, representatives or invitees, not otherwise subject to any sovereign immunity defense by Borough, and not caused by any act, omission or negligence of Borough, its agents, representatives, or invitees.

13. **Events of Default.** For purposes of this Lease, any of the following shall be deemed a default by the Tenant and a breach of this Lease, if the same is not cured as provided for herein:

A. Failure to pay the rent or any other amounts due and owing this Lease or any part thereof for a period of ten (10) days after Borough has given Tenant written notice of the failure to make such payment.

B. Failure to observe, keep and perform any of the other terms, covenants, conditions, agreements and provisions required by this Lease to be done, observed, kept and/or performed by Tenant for a period of twenty (20) days after written notice of such failure is sent to Tenant provided, however, that the Tenant shall not be deemed in default as to the performance of any work required to be performed or acts to be done or conditions to be met, if in good faith, Tenant shall have promptly taken all reasonable steps to rectify the same and shall have kept Borough informed as to the steps being taken to cure the said default.

In the event of default, Borough may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention and if possession of the leased Premises is not surrendered, Borough may reenter said Premises. Borough shall have in addition to the remedy above provided, any other right or remedy available to Borough on account of Tenant's default, either in law or in equity.

14. **Compliance with Law.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereinafter pertaining to Tenant's use of the Premises.

15. Entire Lease. All promises, which Borough has made to Tenant regarding opportunity to rent the Premises to Tenant are contained in this written Lease. This Lease can only be changed by a further mutual agreement in writing signed by Tenant and Borough.

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

**BURGESS AND TOWN COUNCIL
OF THE BOROUGH OF POTTSTOWN**

BY: _____
Dan Weand, President

ATTEST: _____
Virginia L. Takach, Secretary

TENANT



Maria Hernandez