

**TOBYHANNA TOWNSHIP
PARK LEASE**

THIS LEASE AGREEMENT, is made this _____ day of _____, A.D., 2018, by and between the **TOWNSHIP OF TOBYHANNA** (hereinafter referred to as "**Township**") and the Young Men's Christian Association, with offices at _____ ~~(809 Main St, Stroudsburg, PA 18360~~ (hereinafter referred to as "**YMCA**"), a non-profit corporation, and the parties hereby agree to this Lease Agreement for a portion of the following Township park properties: Blanche Price Park, located at Tax Map Parcel No. 19/6/2/55; Keiper Park, located at Tax Map Parcel No. 19/16A/1/167; and, Locust Ridge Ball Field, located at Tax Map Parcel No. 19/90012, all of which being located in Tobyhanna Township and hereinafter referred to as "**Park Property**", and being leased for various sports games and practices on the existing baseball fields and outfields as shown on the attached **Exhibits "A", "B" and "C", respectively**. The parties hereto intend to be legally bound and hereby agree to the following terms and conditions:

1. TERM - The term of this Lease shall be from January 1, 2018, to and including December 31, ~~2022~~**19**, and shall only renew for subsequent ~~five~~**two**-year periods beginning on January 1 of each renewal period when agreed upon by the parties hereto, except as otherwise provided herein.

2. RENTAL – YMCA agrees to pay as rent for the use of the subject premises ~~One Dollar Two Hundred Dollars~~ (~~\$200~~**1.00**) per ~~year~~**-week** plus the additional responsibilities and obligations set forth herein.

3. USE -

A. Prior to the annual use of the fields and facilities shown on Exhibits "A", "B" and "C", the YMCA leadership shall meet with the Township Manager to:

1. Update the YMCA Organization Officers and Contact Information;
2. Review and Submit a Parking and Traffic Control Plan for enforcement of "no parking" restrictions and maintenance of public parking for other park activities in a manner and form acceptable to the Township;
3. Review and Submit an Official schedule of field use which shall detail field assignments, time and duration of each activity and which shall show a clear intent to stagger field usage with the purpose of reducing traffic and parking congestion in a manner and form acceptable to the Township;
4. Review guidelines for the use of a Public Address System or other audio systems and ensure compliance with all Township ordinances and further provide restrictions for said uses in a manner and form acceptable to the Township; and

5. Review any maintenance responsibilities for the fields and facilities and ensure the YMCA maintains the leased premises in a manner and form acceptable to the Township.

B. During the term of the Lease, YMCA shall have access and the ability to use the fields and facilities as shown on the attached *Exhibits "A", "B" and "C"* during the times set forth on its approved annual schedule of field use which shall be submitted to the Township offices sixty (60) days in advance of each sporting season. The Township shall review and either approve, deny and/or approve with revisions the submitted annual schedule of field use which shall be accepted and followed by YMCA without exception, unless otherwise consented to in writing by the Township. ~~The regular baseball season shall be defined as the period from _____ of each year of the Lease until _____ of each year of the Lease~~YMCA's use of the ~~fields~~fields shall be from _____ to _____ June to August each year. The demised premises consisting of the fields and facilities shall be defined as those fields and facilities in the area of the park property currently shown on the attached *Exhibits "A", "B" and "C"* and identified as the existing baseball fields on the park property ("Demised Premises").

YMCA shall not have the exclusive right to use ~~the baseball fields and/or their facilities~~Demised Premises and shall share the baseball fields and facilities available at the park property with other users of the Township's park property during those times not identified on the Township approved annual schedule of field use.

C. YMCA shall be permitted to use the parking facilities currently or hereafter constructed on the park property during the scheduled sports events. YMCA shall not have the exclusive right to the use of the parking lots at the park property and shall share the parking facilities available at the park property with other users of the park during scheduled events. There shall be no parking of vehicles or other mobile objects and/or structures on the grass portions of the park property, unless otherwise approved by the Township, and only those areas designated as parking lots/facilities shall be utilized as same.

YMCA shall be responsible for the control of traffic in and out and throughout the park property during events and shall ensure the safety, welfare and health of the participants, spectators and/or Township residents by controlling traffic in a manner acceptable to the Township, and, when necessary, shall utilize the local authorities to help control the traffic in and out of the park property. Any and all costs and expenses related to traffic control at the park property shall be the responsibility of YMCA.

YMCA shall submit a detailed Parking and Traffic Control Plan for the enforcement of "no parking" restrictions and maintenance of public parking for other park activities in a manner and form acceptable to the Township. Tobyhanna Township shall have the right to charge fines and penalties to YMCA in \$25.00 increments for each parking violation during the use of the demised premises as set forth herein.

D. During the term of the Lease when the field, any buildings or structures, or facilities either presently shown on the attached *Exhibits "A", "B" and "C"* or to be constructed in the future, are not in use as described above, YMCA shall secure all buildings, structures or other

facilities and/or improvements located on the park property. All open areas and fields as shown on the attached *Exhibits "A", "B" and "C"* or hereafter constructed shall be open to Township residents and the general public in accordance with the Township's rules and regulations for park use.

E. The Township specifically reserves to itself the right to use any and all buildings, structures, facilities, fields and/or other improvements for Township or other municipal purposes currently or hereafter constructed on the park property.

4. The Township and YMCA agree that the demised premises shall be used for sports practice, sports games and for the incidental sale of nonalcoholic beverages, food, novelties or sundries sold on behalf of and by YMCA at the park property during events. The sale of food, beverages, novelties or sundries by commercial vendors or non-profit groups other than YMCA is prohibited without the written consent of the Township. In the event the Township does approve such commercial vendor or other non-profit group to sell such products, the Township shall be provided a copy of such commercial vendor or other non-profit group's liability insurance policy naming the Township as an additional insured, together with the written agreement the YMCA intends to enter into with such vendor/group. Furthermore, such commercial vendor and/or other non-profit group shall execute an acceptable indemnity agreement with the Township indemnifying and holding the Township harmless from any and all claims. Unless otherwise approved by the Township in writing, the demised premises shall not be used by YMCA for any purpose other than that set forth herein.

5. YMCA may not make any changes and/or alterations to the premises unless the Township provides written consent to the same and the YMCA secures the requisite approvals.

6. A. Township shall maintain the park property in a manner and form acceptable to the Township. However, YMCA shall be responsible and obligated to help Township maintain the fields and surrounding facilities in an acceptable and safe condition and YMCA shall satisfactorily clean the park property and related facilities after each YMCA use of the park property. The YMCA shall also properly maintain the fields by raking the same after each use, in a form and manner acceptable to the Township. The YMCA shall have a continuous obligation to assist the Township in maintaining the park property in a safe, aesthetically pleasing and acceptable condition. The Township shall inform the YMCA of its ongoing required contributions to the maintenance of the park property at the time of the annual meeting with the YMCA leadership set forth in Paragraph 3 above. The Township shall be responsible for cutting the grass at the park property unless otherwise agreed to by Township.

B. It shall be the sole responsibility and obligation, financial and otherwise, of YMCA to perform all necessary maintenance, repair or replacement of ~~baseball~~ any equipment that the YMCA uses pursuant to this Lease which is located at the park property.

C. YMCA shall be solely responsible for any and all expenses associated with portable bathrooms and/or snack stand services at the park property that are associated with the YMCA's permitted events.

D. YMCA shall provide the Township with a form providing the total number of current registrants/members of the YMCA and shall provide such a form on an annual basis.

7. A. YMCA further covenants that during the term of this Lease and during the regular sports seasons, it shall assume full responsibility for the real property subject to this Lease, and will indemnify and hold harmless the Township from any and all actions, claims, loss, cost, injuries and/or damages, including attorneys' fees, that may arise in connection with this Lease and/or the use of the park property by YMCA, its agents, employees, or any other person utilizing the premises for the intended use, including any and all claims relating to the Township's actions and/or inactions.

B. YMCA further agrees to deliver to the Township on an annual basis, a copy of the YMCA's public liability insurance policy on or before the anniversary date of this Lease in amounts acceptable to the Township. YMCA shall also add the Township as an additional insured under its insurance policy.

8. YMCA shall repair any damages done to leased and/or non-leased property which occurs during the YMCA's intended use. The YMCA shall also pickup and dispose of all paper and trash incidental to YMCA use of the premises for the intended purpose in a manner acceptable to the Township.

9. YMCA covenants and agrees that it will not sublease the demised premises, or any part thereof, or permit any other person, firm or corporation to occupy the demised premises, or any part thereof without an additional written consent by the Township. YMCA further covenants and agrees that it will not occupy the demised premises in any manner or for any purpose other than as set forth in Paragraph 4 of this Lease without additional written consent by the Township.

10. YMCA shall comply at all times with the Tobyhanna Township Code of Ordinances, as amended.

11. It is hereby mutually agreed that either party may terminate this Lease at the end of the term by giving to the other party written notice three (3) months prior to the end of the Lease term. Renewal of this Lease is not automatic and is subject to review and amendment no later than three (3) months prior to the end of each lease period.

12. All covenants made by both Township and YMCA are to be deemed essential and the breaching of any one of them by either party shall be a material breach of this Lease. All obligations of YMCA shall be deemed additional rent.

13. YMCA shall provide to the Township sixty (60) days in advance of the regular sports season, or earlier, the names of three (3) representatives to meet with the Board of Supervisors to discuss and prepare for the upcoming season, the annual field use schedule and related activities, and shall execute any applicable annual seasonal park use permits for the fields in the form accepted by the Township and in accordance with the fee schedule in effect. The YMCA representatives shall have full authority to speak on behalf of its membership and all past or anticipated problems or disputes with the use of the park property shall be addressed at that time. Any unresolved problems or disputes may be addressed in accordance with the procedures of Paragraph 14.

14. It is agreed that any controversy which may arise between the parties relating to the interpretation, validity, construction or performance of this Lease shall be subject to common law arbitration under 42 Pa. Cons. Stat. 7341. Any demand for arbitration of dispute shall include the name of the arbitrator appointed by the party demanding arbitration and a statement of the matter in controversy. Within ten (10) days after such demand, the other party must appoint an arbitrator. In the event that the other party fails to appoint a second arbitrator, the arbitrator named by the party demanding arbitration shall select a second arbitrator. A third arbitrator shall be chosen by the first two (2) arbitrators, or absent an agreement, by the American Arbitration Association. Each party shall bear its own arbitration costs and expenses, with each party to pay fifty percent (50%) of the fee and costs of the third arbitrator.

15. Township may terminate this Lease if it determines in its sole discretion that YMCA has failed to comply with the terms of this Lease and/or if YMCA has violated any Township Ordinance or other requirement, by providing YMCA ninety (90) days written notice of said termination.

16. The parties agree that the foregoing covenants and agreements contained herein shall be binding upon their respective successors and assigns.

TOBYHANNA TOWNSHIP
BOARD OF SUPERVISORS

By: _____
Name: Anne Lamberton
Title: Chairman

Attest: _____
John J. Jablowski Jr.
Township Manager

YMCA

By: _____
Name:
Title:

Attest: _____