

# Master Lease Agreement

**THIS LEASE AGREEMENT**, entered into on \_\_\_\_\_, 2020 by and between the County of Luzerne, a political subdivision of the Commonwealth of Pennsylvania with its principal place of business located at the Luzerne County Courthouse, 200 North River Street, Wilkes-Barre, Pennsylvania, (hereinafter called "**LESSOR**") and Elite Revenue Solutions, LLC, a principal place of business located at 1170 Highway 315, Suite 5, Plains, Pennsylvania, (hereinafter called "**LESSEE**").

## **R-E-C-I-T-A-L-S**

**WHEREAS, LESSOR** is the owner of the premises located at 200 North River Street, Wilkes-Barre, Luzerne County, Pennsylvania, and desires to rent the office of Tax Claim located thereon/therein to **LESSEE** for use as a Delinquent Tax Claim Office; and

**WHEREAS, LESSEE** desires to rent said space for the same purpose identified;

**NOW, THEREFORE**, the Parties hereto, intending to be legally bound hereby, do agree as follows:

### **Article 1. Demise, Description, Use and Premises**

**LESSOR** hereby leases to **LESSEE**, who hereby leases from **LESSOR**, the demised premises located at and known as the Tax Claim Office in the Luzerne County Courthouse, 200 North River Street, Wilkes-Barre, Pennsylvania, consisting of approximately two thousand seven hundred and forty-one (2,741) square feet of rentable space to be occupied and used for the doings of all things necessary and incidental to **LESSEE's** business (said space hereinafter called "Leased Premises" or "Demised Premises"), for the term commencing as set forth in Article 2 herein and continuing until terminated as provided herein for the minimum annual rentals as set forth in Article 3 hereof.

### **Article 2. Terms and Use**

The term of this lease is as follows: April 1, 2020 through December 31, 2022.

### **Article 3. Rental**

In consideration of the demise and leasing of the Premises aforesaid by **LESSOR**, the **LESSEE** covenants and agrees to pay the **LESSOR**, a monthly rental for the following years at the following rates:

<u>Year</u>	<u>Per Month</u>	<u>Per Year</u>
April 1, 2020 to December 31, 2020	\$5,500.00	\$66,000.00
January 1, 2021 to December 31, 2021	\$5,750.00	\$69,000.00
January 1, 2022 to December 31, 2022	\$6,000.00	\$72,000.00

**Article 4. Tenant Maintenance**

**LESSEE** shall be responsible for all costs associated with communications, telephone and television service, if applicable, to the Demised Premises. **LESSOR** shall not be responsible for any of these charges. **LESSOR** shall be responsible for janitorial services for the common areas located in the courthouse outside of the Demised Premises.

**Article 5. Taxes**

**LESSEE** shall be responsible for all taxes associated with the Demised Premises, if applicable.

**Article 6. Insurance**

**LESSOR** shall be responsible for all real property insurance and inspections for the Demised Premises. **LESSEE** shall provide for its own contents insurance located upon the Demised Premises.

**LESSOR** and **LESSEE** at their respective cost and expense shall carry general public liability insurance, insuring both **LESSOR** and **LESSEE** against personal injuries in the amount of at least Two Million and 00/100 (\$2,000,000.00) DOLLARS, and not less than One Hundred Thousand and 00/100 (\$100,000.00) DOLLARS for damage to property. The **LESSEE** shall, prior to delivery of possession, deliver a certificate of the insurance company (or an acceptable substitute) issuing such insurance evidencing such coverage, which shall contain a statement to the effect that such coverage may not be canceled without at least thirty (30) days prior written notice to the **LESSOR**. Such insurance shall in addition cover any loss or damage occurring as a result of any alterations or improvements or additions made by **LESSEE**. If either party shall fail to insure as herein required, the other party may from time to time obtain such insurance for its benefit, the cost of which shall be recoverable from the opposite party on demand.

**Article 7. Alterations and Surrender of Premises**

**LESSEE** covenants and agrees that it will not make any structural change(s) without the **LESSOR**'s written consent, which shall not be unreasonably withheld, and without first providing **LESSOR** with at least thirty (30) days written notice of the proposed change(s) outlining the change(s) in detail. The **LESSEE** further covenants that it will not proceed with said change(s) until written approval is received from the **LESSOR** or at least thirty days have elapsed since the **LESSOR** was notified of the proposed change(s). **LESSEE** will not in any manner deface or injure the demised premises or any part thereof, and will return the premises promptly to the **LESSOR** upon termination

of this lease. **LESSOR**, if changes have been approved, shall accept the demised premises, with the approved changes, in as good condition as the same are now in, including the changes made over the term of this lease, loss by fire or other hazard and by ordinary wear and tear excepted. The **LESSEE** is hereby notified that the demised premises, being located in the Luzerne County Courthouse, are subject to review and approval by the Pennsylvania Historic Museum Commission (PHMC), due to its inclusion on the National Register of Historic Places. No structural changes may be made without the approval of the PHMC and such approval, in addition to **LESSOR** approval, is the sole responsibility of the **LESSEE** to obtain.

### **Article 8. Fixtures and Personal Property**

Any trade fixtures, equipment and other property installed in or attached to the demised premises by or at the expense of the **LESSEE** shall remain the property of the **LESSEE** and the **LESSOR** agrees that the **LESSEE** shall have the exclusive right at any time and from time to time to remove any and all of its trade fixtures, equipment and other property which it may have stored upon or affixed to the demised premises; provided, however, that in the event of such removal, **LESSEE** shall restore the premises to substantially the same condition in which the premises were at the time **LESSEE** took possession, loss by fire or other hazard and by ordinary wear and tear excepted. Any such restoration required as set forth in this Article, is subject to the review and approval of the Luzerne County Division of Operations.

It is expressly understood that **LESSOR** is providing **LESSEE** with use of certain personal property, indicated in Exhibit A, which is attached hereto. The personal property is identified as furniture, computers, copier(s), data server, phones, etc. The cost of use of this equipment by **LESSEE** is included in the yearly rent. **LESSEE** covenants that the personal property of the **LESSOR** shall be returned to the **LESSOR** at the termination of this Lease in the same condition, normal wear and tear excepted.

### **Article 9. Utilities**

**LESSOR** hereby agrees to pay any and all charges made by any public or private utility company for services furnished to **LESSEE** including all costs for electricity, sanitary sewer, potable and fire water, natural gas, fuel oil, heating and air conditioning.

### **Article 10. Services/Operating Expenses**

**LESSOR** hereby agrees to pay any and all charges made by any public or private entity for the following services:

- Building Security (common areas only)
- Municipal Solid Waste Removal (limited to office refuse only)
- Janitorial Services (within the common areas of the Luzerne County Courthouse) at the end of each and every business day.
- Basic Janitorial Services (within the leased premises) to include trash removal and vacuuming only. **LESSEE** is solely responsible for security of personal property. **LESSOR** shall not be responsible in any way for theft of loss of personal property of the

- LESSEE** within the demised premises or the common areas of **LESSOR's** property.
- Snow and winter material removal (as set forth in Article 24)
  - Fire alarm service
  - Smoke alarm service
  - Elevator service
  - HVAC service

### **Article 11. Assignment and Subletting**

**LESSEE** agrees that no assignment or sublet shall be executed without the prior written approval by the **LESSOR**. If an assignment is approved by the **LESSOR**, the **LESSEE** shall remain liable for the rent, conditions and covenants of this lease, unless **LESSOR** consents to **LESSEE** being released of further liability hereunder.

### **Article 12. LESSOR's Default**

If **LESSOR** defaults in the performance of any term, covenant, or condition required to be performed by it under this LEASE, **LESSEE** may elect either one of the following:

(a) After not less than ten (10) days notice to **LESSOR**, **LESSEE** may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel. All reasonable sums so expended or obligations incurred by **LESSEE** in connection therewith shall be paid by **LESSOR** to **LESSEE** on demand; and, on failure of such reimbursement, **LESSEE** may, in addition to any other right or remedy that **LESSEE** may have, deduct the costs and expenses thereof from rent subsequently becoming due hereunder; or

(b) Elect to terminate this Agreement by giving at least sixty (60) days advance notice to **LESSOR** of such intention, thereby terminating this Agreement on the date designated in such notice, unless **LESSOR** shall have cured such default prior to the expiration of the ten (10) day period.

### **Article 13. LESSEE's Default**

If **LESSEE** shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this LEASE for a period of ten (10) days after written notice from **LESSOR**, or should any person other than **LESSEE** secure possession of the premises, or any part thereof, by operation of law in any manner whatsoever, **LESSOR** may, at its option, without notice to **LESSEE**, terminate this LEASE; and relet the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to **LESSOR**; plus the **LESSEE** will reimburse the reasonable expense of reletting to the **LESSOR**.

It is expressly agreed that in the event of a default by **LESSEE** hereunder, **LESSOR** shall have a lien on all goods, chattels, or personal property of any description belonging to **LESSEE** which are placed in, or become a part of, the leased premises, as security for rent due and to become due for the remainder of the current lease term, which lien shall not be in lieu of or in any way affect the statutory **LESSOR's** lien given by law, but shall be cumulative thereto; and **LESSEE** hereby grants to **LESSOR** a security interest in all such property. This shall not prevent the sale by **LESSEE** of any

merchandise in the ordinary course of business free of such lien to **LESSOR**.

**Article 14. Quiet Enjoyment**

So long as **LESSEE** shall perform and observe all of the conditions of this lease on **LESSEE's** part to be performed and observed, the **LESSEE** shall have quiet, peaceful, and uninterrupted possession of the demised premises.

**Article 15. Notices**

All notices provided or permitted to be given under this Agreement shall be given by certified or registered mail, addressed to the proper party:

Luzerne County

Luzerne County  
Attn: County Manager  
200 N. River Street  
Wilkes-Barre, PA 18711

Lessee:

Elite Revenue Solutions, LLC  
Attn: Sean Shamany  
1500 John F. Kennedy Boulevard  
Suite 1203  
Philadelphia, Pennsylvania 19102

**Article 16. Termination**

This lease can be terminated by **LESSOR** for any reason after provide notice of at least one hundred and twenty (120) days in advance, prior to separation. The notification will be in accordance with Article 16.

**Article 17. Obligations of Successors**

The **LESSOR** and **LESSEE** agree that all the provisions, hereof, shall bind and inure to the benefit of both parties, hereto, their respective heirs, legal representatives, successors and assigns.

## **Article 18. Captions**

The captions throughout this lease are inserted as a matter of convenience, only, and in no way confine, limit, or describe the scope of the intent of any Article of this lease.

## **Article 19. LESSOR's Covenants**

**LESSOR** hereby agrees and shall during the term (or any extended term) of this **LEASE** do or perform the following:

Furnish sufficient light to the exterior of the building. Place **LESSEE** in quiet possession of the leased premises and shall secure **LESSEE** in the quiet enjoyment thereof against all persons lawfully claiming the same during the entire lease term and any extensions thereof.

## **Article 20. LESSEE's Covenants**

**LESSEE** hereby agrees and shall, during the term (or any extended term or renewal) of this **LEASE** do or perform the following:

1. Reimburse **LESSOR** for any and all repairs to the building resulting from damage caused by **LESSEE**, its employees, servants or agents.
2. Allow **LESSOR** or its agents, with or without workmen or others, at any reasonable time during the said term to enter upon the leased premises and view the state and condition thereof and shall serve on the **LESSEE** at the leased premises notice in writing of any defect requiring the **LESSEE**, within a reasonable time, to repair the same in so far as the **LESSEE** is bound to do by the terms of this **LEASE**.
3. Repair any and all damage done to the building of which the leased premises is a part, or to the leased premises, caused by the overloading of floors or by the taking in, or removal of **LESSEE'S** articles of personal property.
4. Indemnify and save harmless **LESSOR** from and against any and all matters, claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon **LESSOR** or its property (either directly or indirectly **in** respect to any matter or thing in consequence of or in connection with or arising out of **LESSEE'S** occupancy and/or any use by others of the property).
5. Allow **LESSOR** to maintain or make changes, additions, or repairs to pipes, conduits, ducts or other installations in the leased premises where necessary to serve other premises in the building, but so as not to interfere materially with the use and enjoyment of the leased premises and making good any damage to the leased premises so caused.
6. Abide by such reasonable rules and regulations for utilization of the building as may from time to time be required by **LESSOR**, the observance of which by **LESSEE** is a condition precedent to the continued use of the leased premises.
7. Not to commit, or suffer to be committed, any waste on the leased premises, nor maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose, including violation of any zoning or similar ordinances.
8. Not to store or possess any hazardous materials or chemicals within the leased premises.
9. Not to install any temporary or permanent fixtures to the exterior of the Luzerne County Courthouse.

10. Not to alter or change the existing window treatments within the leased premises.
11. Not to allow any employees, agents or assigns to possess firearms, weapons, alcohol or controlled substances within the Luzerne County Courthouse property.
12. Not to allow any employees, agents or assigns permission to park in the rear lot of the Luzerne County Courthouse property in any parking spot other than parking spot designated for **LESSEE**.
13. Not to alter, change, adjust or operate any HVAC controls or equipment within the leased premises.
14. Not to allow business operations of the leased premises to exceed the normal business operation hours of the Luzerne County Courthouse without first obtaining written approval from the **LESSOR**.

## **Article 21. Destruction of Premises**

In the event of the total destruction of the building, this **LEASE** shall terminate on the date when destruction occurs, and the rent shall be abated, without notice or request from **LESSEE**, for the unexpired portion of this lease.

"Total Destruction" shall mean such damage to the building of which the leased premises is a part as cannot be repaired within thirty (30) days of the date of the destruction. The Certificate of the **LESSOR'S** Engineer as to the length of time within which the **LESSOR** could repair, is conclusive and binding upon both the **LESSOR** and the **LESSEE** for the purpose hereof.

In the event of the partial destruction of the building then if, in the opinion of the **LESSOR'S** Engineer, the destruction is such that the leased premises cannot be used for the **LESSEE'S** business until repairs have been made, the rent shall abate in the proportion that the part of the leased premises rendered unusable bears to the whole of the leased premises, at the sole discretion of Luzerne County, until the repair has been made.

"Partial Destruction" shall mean any damage to the building which renders all or any part of such building unfit for use by its occupants for a period up to thirty (30) days, but which damage is less than "total destruction" as defined above. The Certificate of the **LESSOR'S** Engineer, as to the extent of the unfitness shall be conclusive and binding upon both **LESSOR** and **LESSEE** for the purpose hereof. In the event of partial destruction as hereinbefore defined, or of damage less than partial destruction, the **LESSOR** covenants with the **LESSEE** to repair and substantially restore the leased premises. The **LESSOR** shall pay for the cost of such repairs and restoration provided however, that the **LESSEE** shall pay for such portion thereof as is attributable to its negligence or that of its servants or agents. It is expressly understood and agreed that the obligation of the **LESSOR** to rebuild and restore or cause to be rebuilt and restored the leased premises shall not extend to or be deemed to include the rebuilding and restoration of any alterations, partitions, additions, extensions, equipment, personal property or installations made by the **LESSEE** upon the leasehold premises, unless the damage thereto shall have been caused by the negligence of the **LESSOR**, its agents and/or employees. **LESSOR** covenants to **LESSEE** that **LESSOR** will not move or remove any of the **LESSEE'S** possessions. **LESSEE** shall be required to move and/or remove all of **LESSEE'S** equipment and property from the leased premises within 48 hours of notice by **LESSOR** in accordance with Article 18.

## **Article 22. Eminent Domain**

If at any time during the term (or any extended or renewed term) of this LEASE, title is taken by the right or exercise of condemnation, expropriation or otherwise to the whole or portion of the building of which the leased premises are a part (whether or not including the leased premises), the **LESSOR** may, at its option, give notice to the **LESSEE** terminating this LEASE on the date stated in the notice. Upon such termination, the **LESSEE** shall immediately surrender the leased premises and all its interests therein to the **LESSOR** (subject to the time allowed by federal or state law prescribed by the agency enforcing the eminent domain action), or to the expropriating authority, as the law and circumstances may require, and the rent shall abate and be apportioned to the date of the termination and the **LESSEE** shall forthwith pay to the **LESSOR** the apportioned rent and all other amounts which may be due to the **LESSOR** up to the date of termination. The **LESSEE** shall have no claim upon the **LESSOR** for the value of the unexpired term of this LEASE, but the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award for compensation made to the **LESSOR** specifically includes an award for the **LESSEE**, the **LESSOR** will pay over same to the **LESSEE** within five (5) days of receipt of said funds.

## **Article 23. Pennsylvania Law to Apply**

This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania and all obligations of the parties created hereunder are performable in Luzerne County, Pennsylvania, and any suit arising hereunder shall be brought only in said County Court of Common Pleas.

## **Article 24. Legal Construction**

In case anyone or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Lease shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

## **Article 25. Brokerage**

The Parties represent and warrant that they have dealt directly with one another so as not to give rise to any valid claim for brokerage commission.

## **Article 26. Amendment**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by the parties hereto.

## **Article 27. Rights and Remedies Cumulative**

The rights and remedies provided by this LEASE are cumulative and the use of anyone right or remedy by either party shall not preclude or waive their right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**Article 28. Waiver of Default**

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

**Article 29. Excuses**

Neither **LESSOR** nor **LESSEE** shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, or any other cause not reasonably within the control of the parties.

**Article 30. Time of Essence**

Time is of the Essence of this Agreement.

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**IN WITNESS WHEREOF**, the undersigned hereto execute this Agreement as of the day and year above written.

**Witness:**

\_\_\_\_\_

**LESSOR:**

\_\_\_\_\_

By:  
Its:

**ATTEST:**

\_\_\_\_\_

**LESSEE:**

The County of Luzerne

\_\_\_\_\_  
By: C. David Pedri, Esq.  
Its: Luzerne County Manager

APPROVED BY LUZERNE COUNTY COUNCIL VIA RESOLUTION ON \_\_\_\_\_

Exhibit A Equipment Roster Issued to **LESSEE**

Assets in Tax Claim office

- Desks/Furniture
  - 13 Desks
  - 1 regular folding table
  - 13 desk chairs with wheels
  - 3 standard grey colored desk chairs (no wheels)
  
- Computers
  - 10 Dell Dimension E521 Computers
  
- Printers
  - 2 HP Printers
  
- Copiers
  - 2 Kyocera Copiers