

## COMMERCIAL LEASE

THIS AGREEMENT of Lease made this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_.

Between **WATSONTOWN UNITED METHODIST CHURCH**, 1319 Eighth Street, Watsontown, Northumberland County, Pennsylvania, of the one part, hereinafter referred to as "Lessor", and

**KINGDOM KIDZ, INC.**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office and place of business at 11 East Third Street, Watsontown, Northumberland County, Pennsylvania, of the other part, hereinafter referred to as "Lessee",

WITNESSETH, that the said first party, in consideration of the rents and covenants hereinafter mentioned, does demise and lease unto the said second party, to be used **for charitable purposes consistent with the mission statement of Kingdom Kidz, Inc.**, the premises situate at **11 East Third Street, Watsontown, Northumberland County, Pennsylvania**, described as follows, to wit: **the former sanctuary property and the grounds and sidewalks adjacent thereto.**

TO HAVE AND TO HOLD unto the said second party, subject to the conditions of this Agreement, for the term of three (3) years effective **March 1, 2016**. After the initial three (3) year term, **Kingdom Kidz, Inc.**, shall have the option, with Lessor's approval, to extend this Lease for three (3) additional terms of three (3) years each. As agreed to by the parties and at the discretion of the parties, at the end of each three (3) year term, this Lease will be extended for the additional three (3) year term. At the end of twelve (12) years, if Lessee has renewed the Lease every three (3) years and has paid the rental payments in a timely manner, the property at 11 East Third Street, Watsontown, Pennsylvania, shall be transferred by Lessor to Kingdom Kidz, Inc., for the consideration of the rent paid.

IN CONSIDERATION OF WHICH the said second party agrees that **it** will pay to the said first party for the use of said premises, the sum of **TEN THOUSAND EIGHT HUNDRED (\$10,800.00)** Dollars and other consideration hereinafter mentioned payable as follows; viz, in monthly installments of **THREE HUNDRED (\$300.00)** Dollars in advance on the first day of each calendar month during the term of this Lease and like amounts during any extensions thereof.

THE DEMISE HEREIN CONTAINED IS MADE AND ACCEPTED ON THE FOLLOWING CONDITIONS

1. No waste shall be committed; and at the end of the said term the demised premises shall be delivered in as good condition as at the commencement thereof, ordinary wear and tear and

unavoidable damage by fire, tempest and lightning excepted.

2. The rent reserved shall be promptly paid on the several days and times herein specified without deduction or abatement, at the principal office of the said Lessor or as directed. If any monthly rental payment is not made by the fifth calendar day of the month, Lessor may assess a late charge of \$25.00 per day.

3. If the Lessee should remove or prepare to remove, or attempt in remove from the premises hereby leased before the expiration of the term or at any time during the continuance of this lease, or if the Lessee shall be in default in the payment of any installment of rent for the period of ten days, or should there be a default in any of the covenants or conditions as herein contained, then in that event, rent for the term of thirty-six (36) months at the rate which it is then due and collectible under the terms of this lease shall immediately become due and payable and shall be collectible by distraint or otherwise.

4. At the expiration of the term the demised premises will be restored at the option of the Lessor in the same condition in which they were at the commencement of the term, and the cost of the said restoration shall be paid by the Lessee, which cost will be treated as additional rent due and owing under the terms of the lease.

5. A holding over by the Lessee beyond the term of this lease with the consent of the Lessor, which consent shall be construed from silence, shall extend this lease for an additional like term, and likewise at the end of any extended term or terms.

6. The Lessor shall not be liable to the Lessee for any damage which may be caused to the Lessee by the failure of the Lessor, if said failure is not due to any fault on its part, to give possession of the premises herein demised, at the time agreed upon.

7. Said Lessee shall not carry on any unlawful or immoral business in or about the demised premises, and shall not carry on any business which will endanger the building from fire or cause a forfeiture of any fire insurance that the Lessor has or may hereafter have on said building. Lessee shall acquire rental insurance to cover Lessee's personal property on the premises. Lessee shall also acquire and keep in full force and effect during the term of this Agreement and any extensions thereof, liability insurance of not less than \$500,000.00 for accident, injury or death to persons or property, with Lessor being name as additional insured. Lessee shall furnish evidence of current insurance coverage to Lessor. If Lessee fails to maintain insurance coverage as provided in this paragraph, Lessee shall be in default under this Lease, and Lessor shall have the remedies as provided in paragraph 10 of this Lease.

8. The Lessee agrees to pay all bills which may be incurred for light, heat or power used or consumed upon the demised premises, and also all bills for water and/or sewer rent which may accrue for water used and/or sewer services during the term of the lease. The Lessor shall not be responsible in any way in the event that the supply of heat is cut off by reason of any cause beyond the control of the Lessor. And the Lessee does hereby release the Lessor from any damage which may result to it by reason of the failure of the supply of heat. Should the Lessee fail to pay any bills as aforesaid, the Lessor shall have the right to pay the same, and the amount as paid shall be chargeable to the Lessee as additional rent.

9. The Lessee agrees to keep the premises in a good condition of repair. All refuse of any kind shall be removed from the premises at the cost of the Lessee at least once a week or oftener, if need be. All snow shall be cleaned off from the sidewalks and any parking areas before it shall have frozen and become hardened. Should the Lessee fail to comply with the provisions of this

clause of the lease, the Lessor may enter the premises and make said repairs or remove said refuse and do all other things as herein provided to be done by the Lessee at the expense of the Lessee, and said expense thus incurred may also be collected as additional rent under the Lease.

10. In the event of the filing of a petition in bankruptcy, whether voluntary or involuntary, by or against the Lessee herein, there shall become due immediately upon the filing of said petition, rent for thirty-six (36) months, at the rate that the rent is the payable under this agreement of lease, and the Lessor shall have the further right in said event, to forfeit and terminate this lease. The said forfeiture to be effected by giving notice in writing to the Lessee herein or to the person then in charge of the demised premises. Should an execution issue against the Lessee out of any court, thirty-six (36) months' rent shall thereupon become due and owing.

11. In the event that the premises occupied by the Lessee shall during said term be destroyed by fire, thereby making the premises untenable and unfit for occupancy so that the owner thereof deem it advisable to construct a new building, the Lessor herein shall thereupon have the right to cancel and terminate this lease upon giving fifteen days' notice in writing to the Lessee herein, and the term of this lease shall thereupon cease at the expiration of fifteen days after the expiration of said notice. In the event, however, that the said building shall be damaged by fire, but not destroyed, the Lessor will thereupon cause the same to be repaired and restored to its former condition, it to act with the greatest possible diligence, and if the said fire shall have rendered the premises untenable, payment of rent thereunder shall be suspended from the time when the Lessee herein shall notify the Lessor of such condition, until such time as the building is so repaired and again ready for occupancy, and the Lessee herein agrees that in the event that the building shall be so partially destroyed by fire as to render said repairs necessary that the said Lessor shall thereupon have the right through its servants and agents, and that the servants and agents of any contractor employed by the Lessor shall have the right to take possession of the premises for the purpose of making such repairs, and the so taking of possession shall not be an eviction of the Lessee herein and shall in no manner affect this term of lease.

12. The said Lessee hereby confesses judgment for the rent reserved under this agreement of lease, together with an attorney fee of five per cent for collection, and execution may be issued thereon from time to time for any rent due and owing under this lease, and judgment in ejectment as herein provided may be entered concurrently therewith.

13. "The Lessee does hereby, upon breach of any of the conditions or covenants of this lease during the original term or any renewal, and also when and as soon as the term hereby created or any extension or renewal thereof shall have expired agrees that an amicable action of ejectment may be entered by the Prothonotary of the Court of Common Pleas of the County of **Northumberland** as if a complaint in ejectment has been filed by the Lessor as Plaintiff against the Lessee as defendant for all and singular the property herein described and as if said complaint in ejectment had been duly served personally upon the Lessee by the Sheriff of said County within said County and had been duly returned by said Sheriff served personally upon said Lessee, and the said Lessee hereby authorizes and empowers any attorney of any court of record to appear for the Lessee in said amicable action of ejectment and confess judgment therein in favor of the Lessor and against the Lessee for said premises and said Lessee further authorizes the immediate issuance of a writ of possession upon a praecipe therefor by the plaintiff's attorney and the Lessee hereby waives any and all right of stay of execution and releases to the Lessor all errors and defects whatsoever in entering said action or judgment or in causing said writ to issue

or in any proceeding thereon or concerning the same and agrees that no writ of error, objection or exception shall be made or taken thereto, and if after execution and return to the writ the defendant shall re-enter into possession, the Prothonotary, upon praecipe and affidavit setting forth the facts, filed within three years after the return of the writ upon which execution was completed shall issue a new writ of possession."

14. And further, it is agreed and understood that the Lessor, its successors, or assigns, may enter the premises hereby leased at any time during the term, either in the presence or absence of the said Lessee for the purpose of ascertaining whether the said premises are kept in good order and repair during business hours. Further, the Lessor waives the right to display a "for rent or sale" card upon the said premises, and to show same to prospective tenants or buyers, provided Lessee's rental payments are current and Lessee is in compliance with all other terms of this Lease.

15. All damages or injuries done to the said premises other than those caused by fire and by ordinary wear and tear or by the acts or omission of the landlord shall be repaired by the Lessee herein. And the Lessee covenants and agrees to make said repairs upon five days' notice given to it by the Lessor, and if it shall neglect to make said repairs or commence to make the same promptly or within ten days after said notice as given to it, the Lessor shall have the right to make the said repairs at the expense and cost of the Lessee, and the amount thereof may be collected as additional rent accruing for the month following the date of the said repairs, and if the said expense is made at the expiration of the term, then the cost so made may be collected by the landlord as an additional rent for, the use of the premises during the entire term.

16. And the said Lessee hereby accepts notice to quit, remove from, and surrender up possession of the said demised premises to the said Lessor, its successors or assigns, at the expiration of the said term, whenever it may be determined, whether by forfeiture or otherwise, without any further notice to that effect, all further notice being hereby waived. And on failure to pay rent due, for the space of ten days besides the distress, or upon breach of any other condition of this lease, the Lessee shall be a non-tenant, subject to dispossession by the said Lessor, without further notice or process of law, with release of error and of damages, and the said Lessor may re-enter the premises and dispossess the Lessee without thereby becoming a trespasser. And the Lessee hereby waives the benefit of all exemption laws of this Commonwealth that now are in force or may hereafter be in force, or in any action or actions that may accrue on this contract, and in any distress or distress that may be made for collection of the whole of said rent or any part thereof. Waiving also the benefit of stay of execution, inquisition, extension, and all errors, in all proceedings arising out of this lease.

17. No showcase, sign or hanging or protruding sign or permanent obstruction of any kind shall be kept or maintained by the tenant on the reservation or sidewalk in front of the demised premises, said space to be used only for purpose of ingress and egress.

18. The party of the second part will bear, pay and discharge when and as the same become due and payable all judgments and lawful claims for damages or otherwise against said parties of the first part arising from its use or occupancy of said leased premises or the sidewalk in front and side of said premises, and will assume the burden and expense of defending all such suits, whether brought before the expiration of this lease and will protest, indemnify and save harmless the said party of the first part, its agents, servants, employees and public at large by reason of or on account of the use or misuse of the premises hereby leased or the sidewalk in front of the said

premises, or any part thereof, due to the negligence of the lessee or its agents.

19. And in consideration of securing the within lease at the above stated rent, said Lessee does hereby release and discharge said Lessor, its successors or assigns, from any and all liability for damage that may result from the bursting, stoppage and leakage of any water pipe, gas pipe, sewer, basin, water-closet, steam pipe and drain, and from all liability for any and all damage caused by the water, gas, steam, waste and contents of said water pipes, gas pipes, steam pipes, sewers, basins, water-closets and drains.

20. It is expressly understood by the parties that the whole agreement is embodied in this agreement and that no part or item is omitted.

21. The second party does also hereby waive any and all demand for payment of the rent herein provided for, either on the day due or on any other day, either on the land itself or in any other place, and agrees that such demand shall not be a condition of re-entry or of recovery of possession without legal process or by means of any action or proceedings whatsoever.

WITNESS the hands and seals of the parties, the day and year first above written.

WATSONTOWN UNITED METHODIST CHURCH

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_(SEAL)  
President/Pastor

KINGDOM KIDZ, INC.

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_(SEAL)  
President