

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated June 19, 2019, 2019, by and between The Township of Lower Makefield, having offices located at 1100 Edgewood Road, Yardley, PA 19067 (hereinafter referred to as "LMT" or the "Township"), and Yardley-Makefield Soccer having an address of 430 Hidden Oaks Drive, Yardley, PA 19067 (hereinafter referred to as "YMS").

In consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, LMT and YMS (hereinafter collectively referred to as the "Parties") hereto agree as follows:

ARTICLE I LEASE, GRANT OF LICENSE, INSTALLATION OF TURF FIELD AND USE

1.01 Lease. LMT hereby leases to YMS and YMS hereby leases from LMT a portion of Macclesfield Park, located at River Road, Yardley, Pennsylvania, as more specifically depicted as Field C on Exhibit "A" attached hereto (hereinafter referred to as the "Leased Premises").

1.02 Grant of License. LMT hereby grants to YMS and YMS hereby accepts from LMT a non-transferable, exclusive license to use the Lease Premises pursuant to the terms and conditions set forth herein.

1.03 Installation and Replacement of Turf Field. LMT hereby grants the right and authority to YMS to install and replace a turf field (hereinafter referred to as the "Turf Field") within the Leased Premises, at YMS's sole cost and expense. LMT hereby grants the right and authority to YMS to install a fence (hereinafter referred to as the "Field Fence") and other improvements within the Leased Premises.

- A. YMS shall be responsible to make such applications, pay such fees, and secure any and all permits as may be necessary or required for the installation of the Turf Field and any other improvements within the Leased Premises (including but not limited to, the Field Fence), at YMS's sole cost and expense.
- B. Installation or replacement of the Turf Field and of the Field Fence is subject to the review and approval of the Township Engineer.

**ARTICLE II
TERM RENEWAL**

2.01 Prior Lease Agreement between LMT and YMS for Leased Premises Terminated. LMT and YMS mutually agree to terminate the September 19, 2007 Lease Agreement and any renewals thereunder.

2.02 Term.

- A. The term of this Lease Agreement shall be for a period of twelve (12) years, commencing on September 9, 2019 and terminating on the earlier of
 - (i) September 8, 2031; or
 - (ii) the earlier termination of this Lease Agreement pursuant to the terms and conditions of this Lease Agreement.
- B. YMS shall have the right to terminate this Lease Agreement upon thirty (30) days prior written notice to LMT.

2.03 Renewal. If the Parties intend on renewing and extending this Lease Agreement beyond its expiration date, as set forth herein, they shall complete and execute a successor agreement no later than six (6) months before said expiration/termination date.

**ARTICLE III
USE OF TURF FIELD**

3.01 YMS's Right Schedule Events. YMS shall have the right to schedule soccer tournaments, soccer games, practices, training sessions and fund raising events at the Leased Premises.

3.02 LMT's Right to Request to Schedule Events. LMT may request use of the Turf Field from YMS for Township sponsored events. YMS's permission to allow use of the Turf Field by LMT for Township sponsored events shall not be unreasonably withheld.

3.03 Third Party Requests to Use Turf Field. Any and all requests by any third party to use all or a portion of the Turf Field shall be directed to YMS. No party other than YMS can provide consent to use the Turf Field. YMS's consent for the use of the Turf Field by any third party may be withheld in YMS's sole and absolute discretion, subject, however, to the limitations as to use of the Leased Area and the remainder of Macclesfield Park as otherwise

the maintenance, repair and general up-keep of the Leased Premises, which will result in a direct monetary benefit to LMT. Accordingly, no license fee or other payment shall be due or payable by YMS to LMT.

5.02 Damage. YMS shall be obligated to pay for all damage to any part of the Leased Premises caused by the act or neglect of YMS, its agents, employees, servants or invitees.

ARTICLE VI INDEMNIFICATION INSURANCE

6.01 Indemnity by YMS. YMS shall indemnify, defend and hold LMT harmless from and against all liability (statutory or otherwise), claims, suits, demands, damages, obligations, judgments, fines, penalties, losses, costs, charges, interest and expenses (including reasonable attorney's fees and disbursements incurred in the defense thereof) which LMT may suffer, be claimed to be responsible for, or may pay or incur by reason of or arising out of any of the following:

- A. Any breach by YMS of this Lease Agreement and
- B. Any act or negligence on the part of YMS, its agents, employees, successors, assigns, invitees or contractors of any part of the Lease Premises during the term of this Lease Agreement and any renewals or extensions hereof; and
- C. Any accident, injury, death or damage arising from any condition of the Leased Premises not caused by LMT.

6.02 Maintenance of Insurance Policies by YMS. YMS shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of this Lease Agreement the following insurance:

- A. Commercial General Liability and Participant Liability Insurance
underwritten by a reputable and solvent insurance company which is licensed in the Commonwealth of Pennsylvania and which maintains such licensure in good standing during the entire period of time the applicable policy(ies) is/are in full force and effect. Said insurance policy shall be provided to the Township Officials, including the Township Solicitor, for review and approval before any activities occur on the premises subject to the lease. The coverage under the applicable policy(ies) shall apply to liability of the insured teams/leagues (and, potentially, the Township) arising out of the

**ARTICLE VIII
REPAIR, MAINTENANCE, REMOVAL AND REINSTALLATION
OF IMPROVEMENTS**

8.01 Repair and Maintenance. YMS at its sole cost and expense shall repair and maintain in good order and condition any and all improvements installed by, or for the benefit of YMS within the Leased Premises, including but not limited to the Turf Field and the Field Fence.

8.02 Removal of Improvements.

- A. YMS shall have the right at any time to remove any and all improvements installed by YMS, including but not limited to the Turf Field and the Field Fence.
- B. Ninety (90) days prior to the timeframe set forth in Article II, Section 2.03, above, the township and YMS agree to meet and discuss as to whether all improvements (including but not limited to the Turf Field and the Field Fence) shall be removed by YMS, and if said improvements are to be removed, YMS shall restore the Leased Premises to its condition as it existed prior to the initial installation of any such improvements.

8.03 Reinstallation of Improvements. YMS shall have the right to reinstall any improvements, including but not limited to the Turf Field and the Field Fence.

**ARTICLE IX
MISCELLANEOUS**

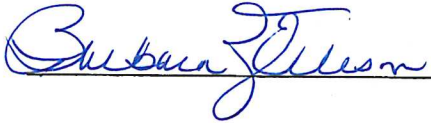
9.01 Notices, Requests and Approvals. Any notice required hereunder (hereinafter referred to as "Notice") shall be deemed sufficiently given or rendered if in writing and if the same shall refer specifically to this Lease Agreement and shall be sent by either (i) registered or certified mail, return receipt requested or (ii) overnight mail or courier with proof of receipt or (iii) hand delivered, and shall be deemed delivered five (5) days after postal deposit (if registered or certified mail) or on the date of receipt (if sent by overnight mail or courier or hand delivered).

that YMS may not assign this Lease Agreement, in whole or in part, without the prior written consent of LMT.

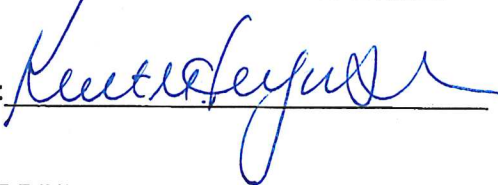
9.06 Governing Laws. This Lease Agreement will be interpreted, and the rights and liabilities of the Parties hereto determined, in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws rules.

IN WITNESS WHEREOF, the Parties hereunto set their hands and deals to this Lease Agreement as of the date first written above.

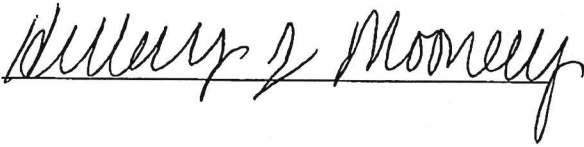
ATTEST



TOWNSHIP OF LOWER MAKEFIELD

BY: 

WITNESS



YARDLEY-MAKEFIELD SOCCER

BY: 