CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9598 DATE 3-13-25

TITLE

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN WILLIAMSPORT AREA LITTLE LEAGUE (W.A.L.L.) AND THE CITY OF WILLIAMSPORT

WHEREAS, W.A.L.L. desires to use the ballfields at Brandon Park for their Little League seasons.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Williamsport, Lycoming County, Pennsylvania, that the attached agreement is approved, and,

BE IT FURTHER RESOLVED, the Mayor and City Controller are authorized to execute any documents necessary to effectuate the intent of this Resolution, and the City Clerk be authorized and directed to attest and seal same.

Approved

Joyce M. Frank
City Clerk

President

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 13th day of March 13, 2025 2023, by and between the CITY OF WILLIAMSPORT, Pennsylvania, (hereinafter referred to as **"LESSOR"**) and the **WILLIAMSPORT AREA LITTLE LEAGUE** (WALL) (hereinafter referred to as **"LESSEE"**.

WITNESSETH

That LESSOR for and in consideration of the payment by LESSEE of the rent hereinafter reserved and the performance by LESSEE of the covenants and agreements hereinafter agreed to be performed by it, and in accordance with all the provisions hereinafter set forth, the parties agree as follows:

1. **LEASED PREMISES:** LESSOR does hereby lease unto the LESSEE and LESSEE does hereby hire and take from LESSOR the premises identified as part one of the areas known as Recreation Fields, as depicted in Exhibit "A" attached hereto, hereinafter referred to as the Leased Premises.
2. **TERM OF LEASE:** The term of this lease shall be for a period of one (1) year and shall start January 1, 2025, and shall expire on January 1, 2026.
3. **RENTAL:** As total rent, the LESSEE agrees to pay the LESSOR for the use of the Leased Premises the sum of one ($1.00) dollar for the year, payable in advance on or before the first day of the beginning year.
4. **USE OF LEASED PREMISES:** LESSEE agrees that the Leased Premises shall be used as a baseball park for baseball, softball and T-ball only and related activities. LESSEE will comply with any and all laws, rules, regulations, orders, and ordinances, as may apply, of the United States of America, the Commonwealth of Pennsylvania, and the City of

Williamsport, Pennsylvania, and all of their agencies, departments, and bureaus, in effect or hereinafter enacted, adopted or promulgated.

5. **SUBLEASING AND ASSIGNMENT:** LESSEE covenants and agrees not to permit the Leased Premises to be used for any purpose other than that hereinabove specified, and will not sublet the same, nor any part thereof nor assign this lease, without the written consent of the LESSOR, and will not permit the Leased Premises to be used for any unlawful purposes, and will not construct, alter or remove any structures, such as but not limited to buildings, infrastructure, fields or fences, without written consent of the LESSOR. LESSEE may erect signs within the Leased Premises only upon prior written consent of the LESSOR. LESSOR will permit LESSEE to lock the dugout areas and structures when not in use, but hereby prohibits LESSEE from securing or locking the fields to prevent public use at any time LESSEE is not using the Leased Premises.

6. **MAINTENANCE AND REPAIRS:**

   (a) LESSEE shall maintain and keep in good repair and condition the Leased Premises and shall be required to perform any and all maintenance, repairs or replacements that are necessary, except as otherwise agreed to in writing between LESSOR and LESSEE.

   (b) LESSEE agrees to keep and at all times maintain the Leased Premises in a clean, sanitary and presentable condition and to comply with all laws, rules, regulations, ordinances, and orders of the City, the Williamsport Recreation Commission, the Brandon Park Commission and all applicable agencies of the Commonwealth, including but not limited to the Department of Agriculture, Department of Health, and the Department of Environmental Protection, and any applicable department of the United States of America, now in effect or hereinafter enacted, adopted or promulgated.

LESSEE shall provide for regular removal of garbage and debris. LESSOR will remove only leaves and branches from the facilities. LESSEE shall remove grass or dirt and LESSEE will not permit grass or dirt piles to be stored at said premises for period greater than one (1) week.

(c) LESSOR and/or its designees shall have the right to enter upon the Leased Premises from time to time in order to inspect the same and for any other purpose it deems necessary, but this right shall be exercised in such a manner as not to interfere with the LESSEE'S use and enjoyment of the Leased Premises.

7. **PUBLIC USE:** LESSEE agrees to maintain order among the public as may be required by law and shall observe and require the public to observe all laws and regulations of the City of Williamsport, Pennsylvania, the Commonwealth of Pennsylvania, and the United States of America, and all of their its departments, bureaus, and agencies.

   LESSEE agrees that its rights to use the Leased Premises is limited to those times where it is engaged in baseball, softball and T-ball only and related activities at the Leased Premises, and that nothing in this Agreement provides LESSEE the right to exclude the public from the Leased Premises at those times where LESSEE is not present and engaged in said activities.

8. **UTILITIES:** LESSEE covenants and agrees to pay all charges incurred for the use of electricity, water and telephone on the premises.

9. **INSURANCE:**

   (a) LESSEE shall maintain and procure during the term of this lease policies of fire and extended coverage insurance insuring the buildings and improvements constituted in a part of the Leased Premises in an amount satisfactory to the LESSOR.

(b) LESSEE agrees to carry and maintain during the term of this lease, or any renewal thereof, personal injury and property damage liability insurance of not less than $1,000,000.00, and in written request of the LESSOR, to furnish the LESSOR with a certificate of said insurance.

(c) LESSEE shall name the City of Williamsport as an additional insured on all such insurance policies required by Section 9(a)-(b) above.

10. **REPRESENTATION:** LESSOR or LESSOR'S agents have made no representations on promises with respect to the Leased Premises except as herein expressly set forth. The taking possession of the Leased Premises by LESSEE shall be conclusive evidence, as against LESSEE, that LESSEE accepts same "as is" and that the Leased Premises is in good condition at the time such possession was so taken.

11. **SURRENDER:** When this lease shall terminate in accordance with the terms hereof, LESSEE shall quietly and briefly deliver up possession without notice to LESSOR, except as may be specifically required by any provisions of this lease. LESSEE expressly waives a benefit of all laws now or hereafter in force requiring notice from LESSOR with respect to termination. LESSEE shall deliver up possession of the Leased Premises in as good order, repair, and condition as the same are in at the beginning term of this lease except for reasonable wear and tear. At any time during the term of this lease or any renewal thereof, LESSOR shall have the absolute right to terminate the lease and require the return of the Leased Premises upon giving the LESSEE six (6) months written notice.

12. **RENEWAL OR EXTENSION:** LESSEE shall have the right to renew or extend the term of this lease for a period of one (1) year beginning upon the expiration of the initial term, provided that LESSEE, at least ninety (90) days prior to the expiration of the initial term,

gives LESSOR written notice of its intentions to exercise such right. Such renewed and extended term shall be subject to all of the agreements, covenants and conditions set forth in this lease and any amendment thereto.

13. **INDEMNIFICATION:** LESSEE agrees that LESSEE will at all times indemnify, defend, and save, protect, and keep harmless the LESSOR and the Leased Premises from every and all costs, loss, damage, liability, expense, penalty and fine whatsoever which may arise from or be claimed against LESSOR or the demised premises by any person or persons for any injuries to person, property or damage of whatever kind or character consequent upon or arising from the use of the Leased Premises by LESSEE or consequent upon or arising from any neglect or fault of the LESSEE or its agents and employees in the use and occupancy of the Leased Premises or consequent or arising from any failure from said LESSEE to so comply and conform with all the laws, statutes, ordinances and regulations of the City of Williamsport, Pennsylvania, or the Commonwealth of Pennsylvania, or the United States of America, and any of their departments, bureaus, boards, commissions, or agencies now and hereafter in force; and if any suit or proceeding shall be brought against LESSOR or the Leased Premises on account of any alleged violation thereof, or failure to comply and conform therewith, or on account of any damage, injury, omission, neglect (or use of said premises) by the LESSEE or its agents and employees or any other person on said premises, that the LESSEE will defend the same and will pay whatever judgment or judgments that may be recovered against the LESSOR or against the Leased Premises on account thereof.

14. **DEFAULT:** Upon breach of any of the terms of this lease or upon termination by forfeiture or default, the prothonotary or any attorney is hereby authorized to appear fro

and confess judgment in an amicable action of ejectment against the said party of the second part, the LESSEE and in favor of the LESSOR for the premises herein described without stay of execution or appeal, or writ or error, or objections or exceptions and there shall be directed to the issuance of a writ of possession in the form and manner directed in the Pennsylvania Rules and Civil Procedure. No leave of Court shall be required.

15. **ADDITIONAL COVENANTS:**

(a) LESSEE agrees to render courteous and efficient service to the public at all times.

(b) LESSEE agrees to keep and at all times maintain in a clean, sanitary and presentable condition and to comply with all laws, rules, regulations and orders of the City of Williamsport, its bureaus, departments, boards and commissions now in effect or hereinafter enacted, adopted or promulgated.

(c) The sale, use or possession of alcoholic beverages on the Leased Premises by the LESSEE, its members, officers, invitees or any other person on the leased premises is prohibited.

(d) Lessee expressly waives its right to be provided a Notice to Quit, or an eviction notice of any kind as would otherwise be required by the Pennsylvania Landlord and Tenant Act, prior to being evicted from the Leased Premises.

16. **EFFECTIVE PARTIES:** This lease and all agreements, covenants and conditions contained herein shall be binding upon LESSOR and LESSEE and upon their respective successors and assigns.

17. **INTEGRATED AGREEMENT: this lease contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements. This lease may be altered or modified only in writing signed by the parties hereto.**

IN WITNESS WHEREOF, LESSOR AND LESSEE have caused these presents to be executed all as of the day and year first above written.

LESSOR

ATTEST:

Janice M. Frank, City Clerk

CITY OF WILLIAMSPORT, PA

Derek Slaughter, Mayor

Margaret J. Woodring, City Controller

LESSEE
WILLIAMSPORT AREA
LITTLE LEAGUE (WALL)

ATTEST:

_____

_____

Exhibit A