

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, made this \_\_\_\_ the day of \_\_\_\_, 2022, between **BETHLEHEM AUTHORITY, a Municipal Authority**, with offices located at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania, hereinafter called Lessor, and Kettle Creek Hunting Club, an unincorporated association, of 247 Lower Valley Drive, Kunkletown, PA, Carbon County, Pennsylvania, hereinafter called Lessee.

### **BACKGROUND**

A. Lessor is the owner of certain lands in Carbon County, Pennsylvania which are used solely by Lessor as a watershed and for the production of potable water.

B. Lessee desires to lease part of the Lessor's property to be used solely by Lessee for hunting and recreational purposes and for no other purpose.

NOW THEREFORE, in consideration of the rents and covenants hereinafter mentioned and intending to be legally bound, Lessor does hereby rent, demise and lease unto the Lessee, to be used solely for hunting and recreational purposes all that certain property located in Carbon County, Pennsylvania, as shown on accompanying map which is attached hereto and made a part hereof and marked Exhibit "A", including approximately one-hundred (100) acres, more or less (the "Leased Property").

TO HAVE AND TO HOLD unto the Lessee, subject to the conditions of this Lease Agreement, for the term of one (1) Year commencing on the 1st day of February, 2022, and ending on the 31st day of January, 2023 (the "Lease Term"). This Lease shall be automatically renewed for periods of one (1) year under the same terms and conditions

(the "Renewal Terms") unless the Lessor or the Lessee notifies the other, in writing, thirty (30) days prior to any renewal that the Lease is to be terminated.

IN CONSIDERATION WHEREOF, the Lessee agrees to pay to the Lessor for the use of the Leased Property, the sum of Six Hundred (\$600) Dollars per month (the "Rent").

Lessee agrees to pay a late charge of Thirty (\$30.00) Dollars per day if Lessee does not pay the rent on time. If Lessee mails the rent to Lessor, the date of payment will be the date the letter is postmarked.

Lessee agrees to pay a security deposit of six-hundred (\$600) Dollars.

Lessee agrees to pay the security deposit to Lessor before the lease starts and before Lessor gives possession of the leased premises to Lessee.

Lessor can take money from the security deposit to pay for any damages caused by Lessee, Lessee's family and Lessee's guests. Lessor may take the security deposit to pay for any unpaid rent.

After taking out for damages and unpaid rent, Landlord agrees to send to Lessee any security deposit money left over. Lessor will send the remaining security deposit money to Lessee no later than 30 days after the lease ends and Lessee leaves. Landlord also agrees to send to Lessee a written list of damages and amounts of money taken from the security deposit.

AND the Lessee also agrees to keep the Leased Property in as good or better repair and condition as at present and at the expiration of this Lease, or any renewal of it,

to surrender up same in like repair and condition, natural wear and damage by the elements excepted; to permit no unlawful business to be carried on upon Leased Property; not to permit anything to be done which is contrary to the conditions of the policies of insurance now on the Leased Property or which may be placed thereon during the Lease Term or any renewal thereof, whereby the hazard might be increased or the insurance invalidated; not to underlet the Leased Property, nor assign this Lease or any interest therein to any person or persons; and not to remove any buildings, structures or other fixtures from the Leased Property during the Term of this Lease or any renewal thereof.

The Lessee agrees to keep the Leased Property in a clean and sanitary condition, and to remove all ashes or other garbage which may accumulate upon the same during the Lease Term of this Lease or any renewal thereof, or failing therein to pay to the Lessor double the cost of removing the same, to be recovered the same as additional Rent and in arrears; and to enter the Leased Property at any time for the purpose of making necessary inspections.

The Lessee hereby waives the usual three (3) months' notice to quit and agrees to surrender the Leased Property at the expiration of the Lease Term, or the termination of this Lease or any renewal thereof, without any notice whatever, and also waives the benefit of all appraisement, stay and exemption laws, the right of inquisition on real estate and all bankrupt or insolvent laws now in force or which may hereafter be passed, upon any proceeding instituted for the recovery of the Rent, either by distress or otherwise.

Lessee authorizes any attorney or Prothonotary of any Court of Record to confess judgment in favor of Lessor for the amount of Rent for the full Lease Term or any renewal or part thereof, whether the same shall have been due or not, plus reasonable

attorney's fees, waiving stay of execution, inquisition and all exemption laws now in force or which may hereafter be passed; and further does hereby, upon the breach of any of the conditions of this Lease, authorize any attorney of any Court of Record to appear for him and enter an amicable action of ejectment and confess a judgment of ejectment therein for the Leased Property herein described and does authorize the immediate issuing of a writ of possession with costs without asking leave of the Court.

AND IT IS FURTHER AGREED that if the Lessee (with the written consent of the Lessor) shall continue in possession of the Leased Property after the expiration of the Lease Term, or any renewal thereof, then this Lease shall continue on a month to month basis at Rent equal to 200% of the Rent then in effect, and the Lessor shall have the right to enforce any of the conditions or forfeitures of this Lease, including the confession of judgment, with the waivers, etc., as if a new Lease identical with this had been executed by the parties for the succeeding term or terms, with the provision that in case any particular conditions are set forth in this Lease to take effect upon any Renewal Term thereof, then should there be any such renewal as above provided for, the particular conditions shall take effect upon such Renewal Term, but they shall apply to only such parts of this Lease as it is stated herein that they are intended to supersede, and shall be no way affect any of the remaining parts of this Lease.

AND IT IS FURTHER AGREED that the following conditions, forfeitures, covenants and restrictions are a part of this Lease, and that each and all of them are binding upon the parties hereto:

1. Lessee shall have use of the Leased Property solely for hunting and other such legal activities as are related to hunting.

2. Lessee shall not erect any new buildings, additions or structures on the property. However, improvements to the existing building are permitted, provided that the existing building footprint is not changed and that all maintenance, repairs and improvements are in compliance with the municipal building codes of Penn Forest Twp. and the Commonwealth of Pennsylvania. Any repairs or improvements to the existing building are solely the responsibility of the Lessee, and can only be made with the permission of the Authority.
3. Lessee shall not construct any new roads in or around the Leased Property. Lessee shall maintain existing roads as close to their original condition as possible.
4. Lessee is responsible for all utilities and maintenance expenses, including but not limited to electric, propane gas, septic system, cable, etc.
5. Lessee shall at all times maintain the Leased Property in such manner as to avoid conditions leading to contamination of springs and watercourses. Lessee shall be responsible for the disposal of garbage and refuse in conformity with accepted burying standards in an area approved by Lessor, or by removal outside the Leased Property. In the event such conditions arise with respect to the Leased Property which are unsatisfactory to Lessor, the Lessor shall notify Lessee to correct such conditions within seven (7) days after receipt of such notice. Failure of Lessee to correct such conditions within seven (7) days from receipt of such notice shall be deemed sufficient cause for termination of this Lease by Lessor.
6. No swimming or camping shall be permitted, nor any institutional or commercial use, including farming on the Leased Property. No portion of the Leased Property shall be sublet, nor shall Lessee, at any time, derive any rental income from structures or grounds.
7. No ATV's or snowmobiles shall be allowed on the Leased Property at any time.
8. The use of the Leased Property is granted solely to the members of the Lessee's club, their families and guests. Club members shall be limited to eight (8) persons. Club members shall be limited to one (1) guest per member and no more than twelve (16) persons total shall be permitted on the Leased Property at any one time. No more than six (6) members are allowed in the house over night or twelve (12) at any other time.
9. All club members, their family members and guests must abide by all local municipal and Commonwealth of Pennsylvania laws, ordinances, rules and

regulations as well as those of Lessor and the Pennsylvania Game Commission.

10. Club membership limit shall not exceed the current number as of the initial date of this Lease without prior written approval of the Lessor, which approval may be withheld or denied.
11. Lessee shall ensure that it maintains active rosters of members and Lessee shall submit the rosters to Lessor on any Lease renewal date, to be certified by officer or official of Lessee.
12. Lessee will indemnify and hold harmless Lessor from and against any and all claims for death, personal injury and property damage arising out of any occupancy or activity conducted by Lessee, its members, families and guests on the Leased Property.
13. Lessee will carry any insurance desired on the contents of any mobile trailer. Lessee will also carry and maintain comprehensive general liability insurance, including having the Lessor named as an additional insured, providing minimum limits of \$1,000,000 for personal injury and \$500,000 limits for property damage. Lessor shall, prior to any Lease year, provide Lessee with a Certificate of Insurance with the foregoing coverage.
14. Lessee shall not remove any timber, trees or other plant life from the Leased Property nor shall Lessee cut down or damage any trees on the Leased Property.
15. Lessor shall, at all reasonable times, have the right to inspect the Leased Property without notice to Lessee.
16. LESSEE ACKNOWLEDGES AND AGREES THAT THE LESSOR SHALL HAVE THE ABSOLUTE RIGHT AT ANY TIME DURING A LEASE YEAR TO TERMINATE THIS LEASE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO LESSEE.
17. Lessee acknowledges and agrees that notwithstanding the terms and conditions of this Lease, Lessor shall have the absolute right to enter upon the Leased Property, at any time, and from time to time, to conduct such operations, including timbering and other types of forest management and watershed practices, that the Lessor, in its sole discretion, deems necessary and proper.
18. The waiver by either party of the breach of any provision of this Lease by the other party shall not operate or be construed as a waiver of any subsequent breach.

19. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
20. In the event a suit or action is brought by any party under this Lease to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the trial court, and/or appellate court.
21. This Lease contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Lease.
22. This Lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
23. This Lease may be executed in several counterparts and all so executed shall constitute one Lease, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hands and seals on the day and year first above written.

ATTEST:

BETHLEHEM AUTHORITY

\_\_\_\_\_

\_\_\_\_\_, Executive Director

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_



# Exhibit "A"

Google Maps

