

LEASE AGREEMENT

THIS LEASE, made by and between the City of Latrobe, a political subdivision of the Commonwealth of Pennsylvania, located in Westmoreland County, PA (hereinafter Lessor),

AND

Mutual Aid Ambulance Service, Inc., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office in Greensburg, Westmoreland County, PA (hereinafter Lessee),

WITNESS THE FOLLOWING TERMS OF AGREEMENT:

1. INITIAL TERM AND RENTAL AMOUNT; ADDITIONAL RENTAL

1.1 Lessor hereby agrees to lease to Lessee the demised premises hereinafter described for the term of 5 (five) years, commencing on April 14, 2025 and ending on April 14, 2030 as follows:

- a. For the first year of the term, the total annual base rental shall be \$24,000.00 payable to Lessor in monthly installments of \$2,000 per month, without demand and in advance; ***The annual base rent of \$24,000 will be waived as the Lessor's annual donation to support emergency, paramedic and ambulance services in the City of Latrobe.***
- b. For the second year of the term, the total annual base rental shall be \$25,200 for the year payable to Lessor in monthly installments of \$2,100 per month, without demand and in advance; ***The annual base rent of \$25,200 will be waived as the Lessor's annual donation to support emergency, paramedic and ambulance services in the City of Latrobe.***
- c. For the third year of the term, the total annual base rental shall be \$26,400 for the year payable to Lessor in monthly installments of \$2,200 per month, without demand and in advance; ***The annual base rent of \$26,400 will be waived as the Lessor's annual donation to support emergency, paramedic and ambulance services in the City of Latrobe.***
- d. For the fourth year of the term, the total annual base rental shall be \$27,600 for the year payable to Lessor in monthly installments of \$2,300 per month, without demand and in advance; ***The annual base rent of \$27,600 will be waived as the Lessor's annual donation to support emergency, paramedic and ambulance services in the City of Latrobe.***
- e. For the fifth year of the term, the total annual base rental shall be \$28,800 for the year payable to Lessor in monthly installments of \$2,400 per month, without demand and in advance; ***The annual base rent of \$28,800 will be waived as the Lessor's annual donation to support emergency, paramedic and ambulance services in the City of Latrobe.***

- 1.2 In addition to the base rental amount specified above, Lessee shall pay to Lessor as additional rental due under this Lease Agreement, **an amount for IT service not to exceed \$_____**. Lessor shall furnish Lessee with an invoice annually notifying Lessee of the total due per month. The cost of electric, natural gas, water and sewage services (referred to as "utility costs") incurred is included in the monthly rental established.

2. LEASEHOLD PREMISES

- 2.1 Lessor agrees to lease to Lessee all that certain space located in the Latrobe Municipal Building located at 901 Jefferson Street, Latrobe, PA 15650, outlined in the floor plan attached to this agreement as Addendum A, and described for purposes of reference as follows:

- A. Lounge and Office area – defined by Addendum A
- B. Ambulance Garage – one (1) bay in central garage area

Lessor and Lessee acknowledge and agree that the above-referenced areas are to be exclusively occupied and used by Lessee for its purposes and that Lessor shall not occupy or use these specific demised premises for any of its purposes during the term of this lease.

- 2.2 In addition to the premise leased by Lessor to Lessee as described and identified in Paragraph 3.2 above, Lessor agrees to lease to Lessee the following space located in the Latrobe Municipal Building outlined in red on the floor plan attached to this agreement as Addendum A, and described for purposes of reference as follows:

- A. Men's Shower Room – located in Fire Department
- B. Women's Shower Room – located in lower level of Police Dept.

Lessor and Lessee acknowledge and agree that the above-referenced areas are to be jointly used and occupied by Lessee and by Lessor (or by other parties associated with Lessor), and that Lessee's use and occupancy of the shower room areas shall be in accordance with rules and regulations established.

- 2.3 In addition to the premises leased by Lessor to Lessee as described and identified in Paragraph 2.1 and 2.2 above, Lessor grants to Lessee the right of access in, to and overall common areas, including, but not limited to hallways, stairs and elevators, connecting the premises and demised to Lessee in Paragraph 2.1 and 2.2 above; and, Lessor grants to Lessee the right of access (for purposes of ingress, egress, and regress) in, to and over all driveways, sidewalks, and pavement areas adjoining the Latrobe Municipal Building, for operation of Lessee's vehicles operated and garaged on the demised premises.

- 2.4 Lessor shall grant to Lessee free use of four (4) parking spaces in the parking lot area adjacent to the Latrobe Municipal Building, said parking spaces to be used for private vehicles of Lessee's employees or agents who are on duty or engaged in Lessee's business at the leasehold premises. Lessor shall specify to Lessee the parking areas available to Lessee's employees or agents, and Lessee agrees to

assure that only those designated parking areas are used by Lessee's employees or agents.

- 2.5 Lessor and Lessee acknowledge and understand (which understanding is deemed to be an essential term to this agreement) that one of Lessor's major concerns is to maintain maximum and adequate security for the entire Municipal Building; and, therefore, Lessee agrees to cooperate with Lessor in implementing and following reasonable measures and methods of operation and usage to assure the total security of the demised premises and of all common areas used and occupied by Lessee.

3. PROPOSED CAPITAL IMPROVEMENTS

- 3.1 Lessor and Lessee agree and acknowledge that this agreement to lease the above-described premises is conditioned and predicated upon Lessee undertaking and completing certain capital improvements and remodeling work of certain areas of the Latrobe Municipal Building, said improvements and remodeling work to be undertaken and completed for the purposes of making the demised premises suitable for Lessee's operations.
- 3.2 Concerning the proposed capital improvements and remodeling work to be done by Lessee, the parties agree as follows:
- a. Any proposed work to be done will be in written format and attached as an addendum to this agreement.
 - b. Lessee agrees to undertake and complete all such improvement and remodeling work at its own expense and to hold Lessor harmless absolutely for any and all costs of material and labor associated with said improvements.
 - c. All such improvements (and any subsequent improvements made by Lessee with the express consent of Lessor) and remodeling work to the demised premises which are permanent in nature (i.e. not removable from the premises without incurring damage to the premises or any structural part thereof) shall be deemed as fixtures to the premises and shall remain as part of the premises after the term of this lease (or any renewals thereof) shall expire.
 - d. Lessee shall undertake to complete said improvements and remodeling work in a good and workmanlike manner, and with materials of no less quality than used in the original construction of the Latrobe Municipal Building. Final plans and specifications for any and all work to be done by Lessee shall be first submitted to Lessor for approval by Lessor and/or its designated agents.
 - e. Any improvements made by Lessee to the Municipal Building which are not permanent in nature (i.e. removable from the premises without incurring damage to the premises) shall be deemed to be Lessee's personal property,

and Lessee retains the right to remove or replace all such improvements at its own option at any time during the term of this lease, or at the expiration of the term (or any renewals) thereof.

- f. During the period of construction of the improvements referred to above, Lessor and Lessee agree to cooperate in such a manner with scheduling and performing any work to be done upon or to the demised premises so as to assure the smooth, effective, and uninterrupted operation and use of the Municipal Building by the Latrobe Police Department, Central Fire Department, and Administrative Personnel and by any other person using or occupying the demised premises.

4. USE OF DEMISED PREMISES

- 4.1 Lessee agrees with Lessor to use the demised premises only for purposes of carrying out its operation relating to providing ambulance and emergency medical services; and, Lessee shall not use the demised premises for any other purpose without first obtaining the written consent of Lessor, signed by its Mayor and City Manager. Any violation of this covenant by Lessee shall cause Lessee to be in immediate default of this Lease Agreement and entitle Lessor to all remedies under this agreement, including Lessor's immediate right of entry.
- 4.2 During the term of this lease, or any renewal thereof, Lessee agrees to make no improvements to the interior or exterior of the Latrobe Municipal Building and to make no changes or alterations to the Latrobe Municipal Building which would affect the structure of the premises, without first obtaining the written consent of Lessor, signed by its Mayor and City Manager.

5. COVENANTS BY LESSEE

5.1 The Lessee herein covenants and agrees as follows:

- a. Lessee shall not abandon and/or vacate the demised premises except in accordance with the provisions of this lease.
- f. Lessee shall not display any merchandise outside the demised premises nor in any way obstruct the sidewalks or driveways, adjacent thereto, and shall not burn or place garbage, rubbish, trash, containers, or other incidentals to its operation outside the demised premises, except in areas specified by Lessor.
- g. The Lessee shall keep the demised premises in a clean and tenantable condition and in a careful, safe, and proper manner; Lessee agrees to be exclusively and solely responsible for maintenance and general upkeep of the Ambulance Garage area.
- h. The Lessee shall keep the demised premises and the fixtures and appurtenances therein in good order and condition, and at its sole cost and

expense make all repairs thereto caused by its negligence, misfeasance or malfeasance, or by its use of the demised premises, or any part thereof, in a manner not customary for its operational purposes, or which are not the Lessor's obligation pursuant to any provisions of this Lease and commit no waste in the demised premises or the building.

- i. The Lessee shall prevent the demised premises from being used in any way which will injure the reputation of said building or would constitute a nuisance, annoyance, inconvenience or damage to any other occupants of said building or of the neighborhood, including without limiting the generality of the foregoing, excessive noise or by the playing of any musical instrument, radio or television, or the use of a microphone, loud speaker, electrical equipment or other equipment inside or outside the demised premises.
- j. Lessee shall not install any fixtures or equipment which shall overload the supports and floors of the demised premises or the building in which it is located.
- k. Lessee shall abide by all rules and regulations established by the Lessor, from time to time, with respect to the common areas, facilities, improvements and sidewalks.
- l. The Lessee covenants and agrees not to use or occupy, or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules and regulations of any public authority or in any manner as to increase the cost of fire and extended coverage and/or liability insurance to Lessor over and above the normal cost of such insurance for the type and location of the building of which the demised premises are a part. In connection herewith the Lessee will, upon demand, reimburse Lessor for the cost of all extra premiums caused by the Lessee's use of such demised premises and discontinue any use which resulted in the increase of the cost of said insurance to the Lessor whether or not Lessor has consented to such use.
- m. Lessee covenants and agrees that it will protect and save and keep Lessor forever free and harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance whether occasioned by the neglect of Lessee or those holding under Lessee; and that Lessee will at all times protect, indemnify and save and keep Lessor free and harmless and indemnified against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence occasioned by the negligent act of the Lessee, its agents or employees, on or about the demised premises causing injury to any person or property whomsoever or whatsoever and will procure and continue in force insurance for said purpose, as specified below; and will protect, indemnify, save and keep Lessor free and harmless and indemnified against and from any and all claims and against and from any and all lost, cost,

damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the terms, conditions, covenants and provisions within the Lease to be performed by Lessee.

- n. Lessee shall not erect any sign in, on, or about the demised premises without first obtaining the written consent of Lessor, signed by its Mayor and City Manager; and where such written consent has been obtained by the Lessee, Lessee covenants and agrees that all such signs shall be in accordance with an applicable statute, ordinances, codes, rules and/or regulations of any governmental authority and that the Lessee shall maintain any and all such signs and keep the same in a good state of repair.
- o. Lessee shall, at the expiration of this lease, return the demised premises to Lessor in good condition, ordinary wear and tear and Acts of God expected.
- p. Lessee shall not assign this Lease nor sub-lease the demised premises without first obtaining Lessor's written consent, signed by its Mayor and City Manager.

6. INSURANCE

- 6.1 Insurance. Lessee agrees to and shall, within (10) days from the effective date hereof, secure from good and responsible company or companies doing insurance business in the Commonwealth of Pennsylvania and acceptable to the Lessor, and maintain thereafter during the entire term of this lease, the following insurance coverage, and delivery certificates to Lessor;
- a. Public Liability Insurance in the minimum amount of \$1,000,000.00 for personal bodily injury and property damage resulting from accident or other causes. Provided further, that if at any time after five (5) years from the date of the Lease and continuing throughout the term of this lease or any renewal thereof, Lessor requires public liability insurance in additional amount, then Lessee covenants to provide the additional coverage is required, in that event, Lessor and Lessee shall agree upon a professional insurance appraiser whose recommendation of the increased coverage over \$1,000,000.00 shall be binding upon Lessor and Lessee.
 - b. That all coverages required above shall name the Lessor as an additional insured.
 - c. All policies required shall be kept in force continuously throughout the term of this Lease and shall specifically provide in the policy that the policy shall not be cancelled or altered for any reason without ten (10) days prior written notice being given by the insurance company or companies to both the Lessee and Lessor. Lessee shall provide Lessor with a copy of the current insurance policy on an annual basis.

7. COVENANTS BE LESSOR

7.1 The Lessor herein covenants and agrees as follows:

- a. The Lessor shall, at all times during the term of this lease, provide heat and/or air conditioning as may be required for the demised premises (except for the Ambulance Garage area) in order to enable the Lessee to heat the demised premises to a temperature of 68 degrees and to cool said premises to a temperature of 75 degrees. Lessor shall not be liable for any failure, not due to Lessor's negligence, to provide such heat or air conditioning.
- b. Lessor shall, at all times during the term of this Lease and renewal thereof, provide utility services (i.e. electrical service, natural gas service, and water and sewage service) for the entire leasehold premises. However, Lessor shall not be responsible to Lessee for any interruption in any utility services not caused by Lessor's acts, especially any interruption in service caused by the utility service company.
- c. Lessor shall, at its expense, make all repairs and replacements to all parts of the structure necessary or desirable in order to keep in good order and repair the interior and exterior of the demised premises and all common areas and the interior and exterior of the building (including the hallways and stairways, the plumbing and other fixtures and the fixtures in the demised premises excepting Lessee's trade fixtures, and all plumbing, hardware, wiring and other equipment for the general supply of water, heat, air-conditioning and electricity) except repairs hereinabove provided to be made by Lessee and repairs to, or made necessary by reason of Lessee's work or other alterations, additions, substitutions or improvements made by Lessee; Lessor agrees to be exclusively and solely responsible for maintenance and general upkeep of all areas leased to Lessee, except for the Ambulance Garage area, which shall be maintained and generally kept by Lessee.
- d. The Lessor covenants and agrees that the leased premises shall be available to the Lessee for the conducting of the Lessee's operations at all hours and including Saturdays, Sundays, and holidays.
- e. Lessor agrees to permit Lessee to have access to the existing emergency power generator for the purpose of permitting Lessee to connect to said generator sufficient electrical equipment to enable the Ambulance Garage doors (to be installed) to be operated in the event of power failure, and to provide emergency lighting sources for said Ambulance Garage area, as needed.

8. MISCELLANEOUS PROVISIONS

- 8.1 Lessee shall hold Lessor harmless for any loss or damage which Lessee, its agents or employees may sustain by reason of any strike, lockout or any other labor disturbance, civil commotion or Act of God affecting the Lessor or the demised premises.
- 8.2 If during the term of this Lease the building is so damaged by fire or other casualty, not occurring through Lessee's negligence, that the demised premises are rendered wholly unfit for occupancy, and said demised premises cannot be repaired within one hundred twenty (120) days from the happening of such damage, then this Lease shall cease and terminate from the date of such damage. Lessee shall be entitled to a proportionate rent rebate for any time Lessee cannot occupy the leasehold premises during any period of construction to repair any damage to the leasehold premises; and/or Lessor shall be entitled to an abatement of rent during any period of construction to repair any damage to the leasehold premises, for any time Lessee cannot occupy the leasehold premises.
- 8.3 Lessor reserves the right to inspect the leased area at any reasonable time and, in case of emergency, to enter the premises at any time.
- 8.4 Lessee shall, upon termination or cancellation of the Lease, deliver to the Lessor all keys to the building and demised premises.
- 8.5 Lessor shall have the right to make such other and further reasonable rules and regulations as, in the judgment of Lessor, may from time to time be needed for the safety, care and cleanliness of the premises and for the preservation of good order therein.
- 8.6 If Lessee should breach any term, condition or covenant of this Lease Agreement and such breach is not remedied by Lessee within thirty (30) days after receipt of written notice of such breach by Lessor, then Lessor shall have all rights and remedies under this Lease Agreement or under applicable law, including the right of immediate re-entry.
- 8.7 In the event that the demised premises shall be taken or condemned for any public or quasi-public use or purpose by any competent authority in expropriation proceedings or by any right of eminent domain or conveyed to such competent authority in lieu of such taking or of condemnation, then this Lease shall terminate as of the date of such taking or conveyance.
- 8.8 It is further agreed that if said Lessee shall default in the payment of any installment of rent or of any other sum provided for under this Lease as the same becomes due and payable; or shall remove, attempt to remove, or express or declare an intention to remove any of the goods and chattels from the said premises for any reason other than in the normal and usual operation of its business within the demised premises; or should an execution be issued against Lessee which is not stayed by

payment (or otherwise) within five (5) days from the date of issue of said execution; or should bankruptcy proceedings be instituted by Lessee, or should bankruptcy proceedings instituted against Lessee which are not withdrawn or dismissed within ten (10) days after the institution of said proceedings; or should an assignment be made by Lessee for the benefit of creditors, or should a receiver be appointed for Lessee by legal proceedings or otherwise; or should a sale be made of Lessee's personal property by legal process; then, and in such events, the entire rent for the balance of the current term shall at once become due and payable as if by the terms of this Lease it were all payable in advance. Any law, usage or custom to the contrary notwithstanding, in case of such execution, bankruptcy proceedings, assignment for the benefit of creditors, appointment of a receiver, or of a sale by legal process of Lessee's personal property, Lessor shall have the right to demand and receive the rent for the balance of the term, which shall be first paid out of any proceeds resulting from such execution, bankruptcy proceeding, assignment for the benefit of creditors; appointment of a receiver or sale by legal process.

8.9 If at any time prior to the date herein fixed as the commencement of the term of this Lease or at any time thereafter, there shall be filed by or against Lessee in any court, pursuant to any statute of the United States or of any state, a Petition in Bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property; or if Lessee make an assignment for the benefit of creditors or if there is an assignment, by operation of law; or if Lessee makes application to Lessee's creditors to settle or compound or extend the time for payment of Lessee's obligation; or if any execution or attachment shall be levied upon any of the Lessee's property and the same is not cured or stayed within five (5) days; or the demised premises are taken or occupied by someone other than the Lessee; thence this Lease may, at Lessor's option, be cancelled and terminated, in which event neither Lessee nor any person claiming through or under Lessee or by virtue of any statute or of an order of any Court should be entitled to possession of the demised premises.

8.10 The Lessor covenants and agrees that if Lessee pays the monthly rental and any other payments herein provided to be made by Lessee, and shall perform all the terms, conditions, covenants and provisions herein stipulated to be performed by Lessee, Lessee shall, at all times during said term, have the peaceable and quiet enjoyment and possession of the demised premises without any manner of hindrance from Lessor or any persons lawfully claiming through Lessor.

8.11 All terms, conditions, covenants, and provisions herein contained to be performed by Lessee shall be performed at Lessee's sole expense. If Lessor shall pay any sum of money or do any act which requires the payment of money, by reason of the failure, neglect or refusal of Lessee to perform such term, condition, covenant or provision, the sum of money so paid by Lessor shall be payable as additional rent by Lessee to Lessor with the next succeeding installment of rent.

8.12 Any bill, statement, notice, communication or payment which Lessor or Lessee may be required to give to the other shall be in writing and shall be mailed to the other at the following address or to such other address as Lessor or Lessee may designate from time to time.

LESSOR

City of Latrobe
c/o City Secretary
901 Jefferson St.
P. O. Box 829
Latrobe, PA 15650

LESSEE

Mutual Aid Ambulance Service, Inc.
c/o President, Board of Directors
561 W. Otterman St.
Greensburg, PA 15601

- a. Unless provided otherwise in this lease, the time of the rendition of any such bill, statement, notice, communication or payment shall be when deposited with the United States Postal Service, certified mail, return receipt requested.

8.13 Except as herein otherwise expressly provided, the terms, conditions, covenants, and provisions hereof shall be binding upon and shall inure to the benefits of the successors and permitted assigns of Lessor and Lessee respectively. The reference contained to successors and assigns of Lessee is not intended to constitute a consent to assignment to Lessor but has reference only to those instances in which Lessor may have given written consent to a particular assignment.

8.14 This writing, and attached Addendums, contain the entire agreement between the parties hereto, and no agent, representative, or officer of Lessor or Lessee has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms, conditions, covenants and provisions herein set forth. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

8.15 In the event any dispute or controversy which cannot be resolved by the parties arises in connection with the terms, conditions, covenants and provisions of the within Lease, it is agreed by the parties hereto that such dispute or controversy shall be submitted to arbitration. Said arbitration hearings shall be held in Latrobe, PA and shall be governed by the Pennsylvania Arbitration Act of 1927. In connection therewith each of the parties hereto shall have the right to appoint an unrelated arbitrator to said proceedings; a third arbitrator shall be chosen by the two appointed by the parties hereto. Any decision or award of the arbitrators shall be final and conclusive on the parties and shall not be appealable except for any fraud on the part of any arbitrator appointed by said parties. The laws of the Commonwealth of Pennsylvania shall apply.

IN WITNESS WHEREOF, the parties, by and through their respective officers, hereby
affix their hands and seals to this Agreement, intending to be legally bound hereby, this
_____ day of _____ 2025.

ATTEST

CITY OF LATROBE

Secretary

MUTUAL AID AMBULANCE SERVICE, INC.