

NON-MEMBER LEASE AGREEMENT

LANDLORD: The Masonic Fund Society for the County of Allegheny

TENANT: **FILL IN NAME**

PREMISES: **As assigned**

TABLE OF CONTENTS

	PAGE
I PARTIES	2
II DEFINED TERMS	2
III PREMISES	3
IV TERM AND POSSESSION	3
V USE	4
VI ASSIGNMENT OR SUBLETTING	5
VII RENT	5
VIII UTILITIES AND SERVICES	5
IX INSURANCE AND INDEMNIFICATION	5
X ALTERATIONS AND REPAIRS	6
X1 MORTGAGES	6
X11 CONDEMNATION	7
XIII DEFAULT	7
XIV SURRENDER	8
XV MISCELLANEOUS	8

LEASE

ARTICLE I

Parties

1.1 This lease (the "Lease") is made on or as of this _____ day of _____, 20__, by and between the Masonic Fund Society for the County of Allegheny (the "Landlord")

AND

FILL IN NAME (the "Tenant").

1.2 The parties, in consideration of the mutual covenants contained in this Lease and intending to be legally bound and to so bind their respective successors and assigns, agree as follows:

ARTICLE II

Defined Terms

2.1 Any word or combination of words in this lease within quotation marks and with the first letter of the term capitalized shall be a defined term. The meaning of each defined term is stated immediately following the defined term.

2.2 "Premises": **as assigned** in the Greater Pittsburgh Masonic Center, 3579 Masonic Way, Pittsburgh, Pennsylvania, as further defined in Article III herein, together with assigned storage area, if any.

2.3 "Term": Annual commencing on January 1, 2024, continuous in one (1) year periods, subject to the provisions of Article IV. Note: Ref, Art IV, Par.4.3

2.4 "Rent": Amount as determined annually by the Rental Committee and approved by the Board of Directors and paid on the first day of each calendar month during the Term. Note: Ref. Art IV, Par 4.3; Art VII, Par 7.2. **Rent for 2024 shall be \$229.00 per meeting or rehearsal.**

2.5 "Landlord's Notice Address": The Greater Pittsburgh Masonic Center, 3579 Masonic Way, Pittsburgh, PA 15237.

2.6 “Tenant’s Notice Address”: The Greater Pittsburgh Masonic Center, 3579 Masonic Way, Pittsburgh, PA 15237.

2.7 “Exhibits”: The following exhibits are attached and made a part of this Lease:

Exhibit “A” – Rules and Regulations

ARTICLE III

Premises

3.1 Landlord leases to Tenant, and Tenant rents from Landlord, the Premises described in Section 2.2, for the Term set forth in Section 2.3.

3.2 With the exception of the storage area, if any. Tenant shall have non-exclusive possession of the Premises, as long as Tenant shall not be in default under this Lease and Tenant has properly reserved its use of the Premises by following Landlord’s room reservation policy. Tenant shall also have the right to use the parking area and other parts of the building in which the Premises is situate upon proper reservation of the same.

3.3 The Premises have been inspected by Tenant. Tenant acknowledges that the Premises are in good and habitable condition. Tenant accepts the Premises in their present “as is” condition.

ARTICLE IV

Term and Possession

4.1 The Term of this Lease shall be for the period set forth in Section 2.3.

4.2 Landlord, its agents, employees and contractors, shall have the right to enter and inspect all parts of the Premises at all times pursuant to its duty to manage and maintain the Premises.

4.3 This Lease shall be for continuous one (1) year periods unless Tenant gives Landlord not less than one hundred and eighty (180) days' written notice prior to the expiration of the Term of any renewal term that it intends not to renew. Such automatic renewal periods shall be at a rental amount determined by Landlord and upon other terms and conditions as are contained in the Lease. In the event that Tenant elects not to renew the Lease, Landlord may terminate it, effective on the ending date of the Term or any renewal term.

4.4 If Tenant does not vacate the Premises by the ending date of the Term, the occupancy shall be deemed to be a tenancy under this Lease from month to month. This tenancy shall be terminable by either party on thirty (30) days prior written notice.

4.5 If Tenant should merge with another Tenant during the annual term of the Lease, the new entity will be responsible for both Leases until the end of the current one (1) year term.

4.6 In the event Landlord sells the building of which the Premises is a part, this Lease shall terminate effective upon ninety (90) days written notice to Tenant.

4.7 **Tenant acknowledges that the Greater Pittsburgh Masonic Center might be designated as a reunification center by the North Hills School District, in the event of a community crisis. If said School District uses the Center during a community crisis, Tenant agrees that its use of the Center shall be suspended until said crisis is over and the School District no longer occupies the Center.**

ARTICLE V

Use

5.1 Tenant may use the Premises only for conducting of activities specified in its charter.

5.2 At all times, Tenant and its guests shall comply with, and do and perform all things required by all statutes, laws, ordinances and regulations of every governmental authority and regulatory body having jurisdiction. In addition, Tenant shall comply with, and do and perform all things required by the Rules and Regulations of the Landlord.

ARTICLE VI

Assignment or Subletting

6.1 Tenant may not assign this Lease nor sublet the Premises.

ARTICLE VII

Rent

7.1 Tenant shall pay Rent to Landlord as set forth in Section 2.4.

7.2 Rent shall be payable at Landlord's Notice Address set forth in Section 2.5 or such other place as Landlord may designate. Rent shall be paid on the first day of each calendar month during the Term. Tenant shall be assessed a charge of \$50.00, together with any bank charges for any checks returned "NSF". This amount is to compensate Landlord for additional bookkeeping services.

ARTICLE VIII

Utilities and Services

8.1 Landlord shall provide and pay all charges for utilities and services.

8.2 Landlord shall not be liable if any utility or service becomes unavailable from any public utility, company, public authority or any other person, firm or corporation, including Landlord, which supplies the utility or service. Discontinuance of any service shall not constitute an eviction.

ARTICLE IX

Insurance and Indemnification

9.1 Tenant shall maintain and keep in force policies of public liability insurance. These policies shall include a medical payment provision covering claims for personal injury, death and property damage resulting from any accident or occurrence in or about the Premises or arising out of the use or occupancy of the Premises. Coverage shall be in such amounts as Landlord from time to time may require. If Landlord fails to stipulate a greater amount, the separate limits shall be at least \$1,000,000.00

9.2 Tenant shall maintain and keep in force policies of insurance against loss to the contents on the Premises, including but not limited to Tenant's property as a result of fire, theft or other insurance casualty, in adequate amounts.

9.3 All policies of insurance required to be maintained by Tenant shall be obtained from insurance companies authorized to engage in business in the Commonwealth of Pennsylvania and shall name Landlord as additional insured. Copies of the policies and certificates evidencing the effective dates and that they will not be canceled without at least ten (10) days' notice in writing shall be delivered to Landlord when requested. Landlord's failure to request certificates of insurance shall not relieve Tenant of its obligation to maintain insurance.

9.4 Tenant shall indemnify Landlord from any penalty, claim, demand, loss, damage, charge, expense or attorney's fees (a) imposed for a violation by Tenant of any law or ordinance or (b) which arises out of Tenant's use of the Premises from any accident-causing injury to any person or property.

ARTICLE X

Alterations and Repairs

10.1 Tenant shall not make any alteration or improvement to the Premises unless Landlord's prior written approval is obtained.

10.2 Landlord shall be responsible for keeping and maintaining the Premises in clean, orderly and good condition. Tenant shall be responsible for any and all damages which result from Tenant's negligence or carelessness.

ARTICLE XI

Mortgages

11.1 Tenant's rights under this Lease shall be subordinate to (a) any mortgage or security interest on the Premises or on the property of which the Premises is a part; and (b) to any mortgage or security interest granted by Landlord after the date of this Lease. Tenant's possession of the Premises shall not be disturbed by legal action by the holder of any mortgage or security interest granted after the date of this Lease as long as Tenant is not in default.

ARTICLE XII

Condemnation

12.1 In the event of condemnation of the Premises by a public body, either party may, at its option, by giving the other party sixty (60) days' notice in writing, declare this Lease terminated, thereby ending all rights and responsibilities under the Lease. For the purposes of this section, condemnation of the Premises shall include a substantial taking of all or any part of the building or so much of the parking area that continued use of the Premises would be economically infeasible. Should the taking be less than a substantial part of the Premises, then this Lease shall remain in force and neither party shall have the right to terminate. Where there is a taking of any part of the Premises, the respective parties shall be entitled to recover damages and benefits as permitted by law and consistent with this Lease. However, the Landlord's portion of any award shall not be diminished by any claim of Tenant to a bonus value as a result of Rent payable being less than the fair market rental value of the Premises.

ARTICLE XIII

Default

13.1 If after fifteen (15) days' notice in writing from Landlord, Tenant shall fail to make any payment or to perform any act required on its part under this Lease, Landlord, may, without further notice or demand, make such payment or perform such act, and may employ attorneys and pay expenses. All these sums paid by Landlord and all Rent and other charges payable by Tenant shall bear interest at the prime rate of Key Bank, plus two (2%) percent from the date of such payment or the date such payment by Tenant was due.

13.2 If Tenant shall default in the payment of any installment of Rent, or other amount due under this Lease, then the entire Rent for the balance of the Term, at the option of Landlord, shall become due and payable at once.

13.3 If Tenant shall default (a) in the payment of any installment of Rent, or other amount due under this Lease or (b) in the performance of any covenant or condition of this Lease and fail to cure or commence and diligently proceed to cure such default within fifteen (15) days after written demand by Landlord that the default be cured, Landlord, at its option, may file suit against Tenant for all sums due and for possession of the Premises.

13.4 Termination of the Term, or the receipt of Rent after default shall not deprive Landlord of any other action against Tenant for possession or for Rent or for damages. Landlord may use the remedies in this Lease or others prescribed by law, or both, as often as it may deem necessary.

ARTICLE XIV

Surrender

14.1 Tenant waives all rights to any notice of termination which may be required under the Landlord and Tenant Act of 1951 or any law hereafter enacted. Tenant shall give up quiet and peaceful possession and surrender the Premises in clean and good condition, reasonable wear and tear alone excepted, upon expiration of the Term or earlier termination of this Lease without further notice from Landlord.

14.2 Tenant shall repair any damage caused by its removal of property and at its sole cost and expense. Any property not removed from the Premises at the expiration or earlier termination of this Lease may become the property of Landlord and may be removed at the expense of the Tenant.

ARTICLE XV

Miscellaneous

15.1 All notices and demands which are required to be given under this Lease shall be given in writing and sent by United States regular mail or e-mail addressed to Landlord as set forth in Section 2.5 and to Tenant as set forth in Section 2.6. The parties may designate in writing other addresses at which it wishes to receive notices.

15.2 This Lease has been executed and delivered in Allegheny County, Pennsylvania. The laws of the Commonwealth of Pennsylvania shall apply. The division of this Lease into Articles and Sections and the use of headings for said Articles is for the purpose of convenience only and not for the purpose of construing this Lease. If any term or provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected.

15.3 Tenant shall, upon not less than ten (10) days prior written request by Landlord execute, acknowledge and deliver to Landlord a certificate stating if (a) this Lease has been modified and (b) is in full force and effect and (c) the dates to which the rent and other charges have been paid in advance, and (d) such other matters relating to this Lease as may be requested by Landlord.

15.4 Tenant agrees to become a tenant of any successor in interest to Landlord, if so requested. Tenant also agrees, upon demand, to execute agreements in confirmation of such fact.

15.5 All provisions of this Lease shall apply (a) during the Term, (b) during any extensions of the Term and (c) during all periods before and after the Term while Tenant occupies the Premises.

15.6 The submission of this Lease to Tenant for examination does not constitute a reservation of or option for the Premises, and this Lease shall become effective only upon execution and delivery by Landlord.

IN WITNESS WHEREOF, the parties have duly executed and sealed this Lease as of the date first above written.

ATTEST:

_____, Secretary

LANDLORD:
THE MASONIC FUND SOCIETY
FOR THE COUNTY OF ALLEGHENY

By: _____
_____, President

ATTEST:

Print Name:

TENANT

By: **FILL IN NAME**
Print Name:

EXHIBIT "A"
RULES AND REGULATIONS

The Licensee must follow the following Rules and Regulations:

1. Licensee shall not be permitted to:
 1. do, bring, place or store on the Premises anything which will in any way increase or tend to increase the risk of fire or the rate of fire insurance premiums;
 2. keep any animal, bird or pet on the Premises;
 3. place any sign, advertisement or notice on a window or other part of the building, inside or outside, without Licensor's consent;
 4. commit any improper noise or disturbance;
 5. cause any offensive odor;
 6. allow any window to remain open while the heating or air conditioning facilities are in operation;
 7. drop any article or material from a window or hang any article or material from any window;
 8. drill any hole or drive a nail or screw into any part of the Premises or affix signs or decorations on the walls without obtaining Licensor's prior consent;
 9. use the Premises for any disorderly or immoral purpose;
 10. move furniture in the lobby or ballroom areas without Licensor's consent;and
 11. use any other area of the building of which the Premises is a part that is not rented by the Licensee.
2. Licensee is responsible for the supervision and conduct of all individuals attending their function including adult supervision of all children in attendance and all individuals provided access to the facility in connection with the function.
3. No smoking or vaping is permitted inside the building. Smoking is permitted outside and receptacles are available for proper disposal of cigarettes/cigars.
4. Decorations of any type must be approved by the Masonic Fund Society.
5. Any personal belongings as well as decorations and food must be removed at the end of the evening, within one-half hour of the Term's end, unless previous arrangements have been made.
6. No custodian, superintendent or other employee of Licensor is authorized to receive property left by or for Licensee.

7. Licensors will not be responsible to Licensee for non-observance of the Rules and Regulations on the part of other tenants or licensees to the property of which the Premises is a part.

8. Licensors has the right to make other Rules and Regulations or change existing ones as it deems necessary, for the safety, care and cleanliness of the Premises.

9. In the event that the Ballroom and adjacent Patio or the Grotto Room and adjacent Patio are being used, the following Rules and Regulations, in addition to those above, shall apply:

- (a) The bar will close at 11:00 p.m., no exceptions;
- (b) The Licensee is required to comply with ALL applicable laws at events which alcohol will be served. The Licensors will arrange for a uniformed Ross Township Police Officer to be on the Premises during your function. If additional police officers are called to the building for any reason, the licensees will forfeit the security deposit. After the event, all alcohol must be removed from the Premises as provided herein;
- (c) Entertainment shall cease **30 minutes** prior to specified end time and the bar (when applicable) should be closed **30 minutes** prior to the end time and all remaining bottles packaged for removal. If these times are not met, additional charges will be assessed commencing ½ hour after your scheduled ending time;
- (d) You must choose a caterer from our approved list, see **Appendix “B”**;
- (e) No food or beverages are permitted outside Ballroom, the Grotto Room, Kitchen or Patio areas;
- (f) Ice sculptures are permitted, but the office must be notified prior to your event so water run-off can be adequately controlled; and
- (g) Candles must be in containers, no tapers.

10. In the event that the auditorium robing or backstage area are being used, the following Rules and Regulations, in addition to those above, shall apply:

- a. Licensee has access to the robing and backstage area and is permitted to use the racks for hanging costumes;
- b. Licensee can also store props needed for the performance after discussion with the stage crew;
- c. If you choose to sell gifts or other items in connection with your performance, these sales must be reviewed with the Licensors;
- d. All sound and lighting systems will be operated by Licensors’s stage crew, unless otherwise noted, with no custom cues and full stage washes in red, blue, green, yellow and white;
- e. All backdrops and building stage equipment are to be operated by Licensors’s stage crew, unless otherwise noted;
- f. All building furniture and props will be used only with permission of

Licensors stage crew, unless otherwise noted;

g. No food or beverages are permitted in the stage area. If space is needed for performers to eat, arrangements can be made for rental of a portion of the ballroom for an additional fee.

h. Any special effect required for your performance must first be approved by the Licensors and if necessary, insurance certificates provided prior to the performance;

i. An additional hour of use will be charged for opening and closing per day;

j. Contracted light designer:

- will be required at 2 technical rehearsals to assist in setting up the light console

- for use during your performance at an additional charge;

- will be required for all shows that involve custom cues build, use of the moving lights, and physical movement of any lights; and

- will not teach Licensee how to program the lighting console

11. In the event that the Kitchen is used, the following Rules and Regulations, in addition to those above, shall apply:

a. Any approved caterer by Licensors shall sign and follow requirements in a Caterer/Kitchen User Kitchen Usage Agreement, a copy of which is attached to the License as **Appendix B**

12. In the event that Licensee intends to purchase or make available alcoholic beverages, Licensee must obtain the prior approval from Licensors and Licensee must follow these Rules and Regulations and all applicable laws, ordinances, regulations and policies of the Commonwealth of Pennsylvania and Ross Township. The Licensee must provide bartenders that are RAMP or Tips Certified, and a copy of their certificate must be on file with the Licensors prior to the event. No family member or friends can serve as a bartender. Licensors reserves the right to terminate the service of alcoholic beverages at any time before or during the event and to exclude or remove any person who, in our sole discretion, we believe is intoxicated.

APPENDIX "B"
KITCHEN USAGE AGREEMENT AND APPROVED CATERING LIST