

# LEHIGH UNIVERSITY

## LEASE AGREEMENT FRATERNITY AND SORORITY HOUSING

THIS LEASE AGREEMENT (hereinafter "Lease") is made this \_\_1st day of August, 2013, by and between LEHIGH UNIVERSITY, a Pennsylvania nonprofit corporation (hereinafter referred to as "UNIVERSITY" or "LESSOR") and \_\_\_\_\_ (hereinafter referred to as "LESSEE").

1. Leased Premises: LESSOR does hereby lease to LESSEE and LESSEE leases from LESSOR, subject to the terms and conditions hereof, that certain premises (hereinafter "the Leased Premises"), identified as Building No. \_\_\_\_, including all parking lots and sidewalks appurtenant thereto, located in the City of Bethlehem, Northampton County, Pennsylvania.
2. Term: The term of this Lease shall be one (1) year, commencing the 1st day of August, 2013. The Lease shall automatically renew from year to year unless it is terminated by sixty (60) days written notice prior to the end of the current one-year term given by one party to the other. Absent such notice, this Lease shall continue from year to year upon the same terms and conditions as set forth herein. LESSEE, and its Sublessees (as defined below), may not occupy the Leased Premises during periods other than the fall and spring academic semesters of the UNIVERSITY without written permission from the LESSOR's Office of Residential Services. The Office of Residential Services will publish that dates that LESSEE may re-occupy the Leased Premises following summer and winter break periods. Under no circumstances may the LESSEE, or any of its Sublessees, sublease the Leased Premises for any period of time other than the UNIVERSITY's academic year.
3. Rent: LESSEE covenants and agrees to pay to LESSOR One Dollar (\$1.00) and other good and valuable consideration as rent for the Leased Premises. Rent shall be payable prior to the first (1st) day of the fall semester at the LESSOR's Office of the Bursar, or at such other places as LESSOR may from, time to time, direct.
4. Use: The Leased Premises shall be occupied by LESSEE's members (hereinafter "Sublessees"), who are full-time students at LEHIGH UNIVERSITY, and by such other full-time students at LEHIGH UNIVERSITY as LESSEE may determine, and shall be used by such Sublessees for residential purposes only. The term "LESSEE," as used hereinafter, shall include such Sublessees.

LESSEE agrees to use and occupy the Leased Premises in a manner consistent with the rights of other residents and the interests of LESSOR and to maintain the Leased Premises in good condition. In particular, but not by way of limitation, LESSEE and all occupants and guests shall not:

- a) Store or possess firearms of any type;
- b) Explode fireworks in or about the Leased Premises;

- c) Tamper with or in any way misuse fire equipment, including fire extinguishers, fire alarms, fire doors, sprinklers, smoke detectors, etc.;
- d) Light open fires, create and/or use fire pits, leave outdoor grills unattended, use outdoor grills closer than twenty (20) feet to any building, engage in “open burning” (i.e., the ignition and subsequent burning of any combustible material (e.g., garbage, leaves, grass, twigs, litter, paper, vegetative matter involved with land clearing, or any sort of debris) outdoors either in a burn barrel or on the ground) or commit any other act which would increase the risk of fire on the Leased Premises;
- e) Use or store on the Leased Premises, any explosive or highly flammable material of any sort;
- f) Obstruct the halls, corridors, stairs, landings, sidewalks, or parking areas on the Leased Premises with any article or use such areas for any purpose other than ingress to and egress from the building. LESSOR reserves the right to remove and dispose of any such obstruction without liability for doing so;
- g) Carry on any business from the Leased Premises without LESSOR’s prior written authorization with the exception of all chapter related activities;
- h) Inscribe or affix any sign, advertisement, or notice on the Leased Premises, except on authorized bulletin boards, without LESSOR’s prior written authorization;
- i) Solicit or permit solicitation on the Leased Premises, with the exception of all chapter related activities, except by approval of the Dean of Students and the Office of Residential Services;
- j) Make disturbing noises on the Leased Premises or operate or use any mechanical or electrical equipment at such time or at such volume or in such a manner as to constitute a disturbance to others;
- k) Make unlawful, improper, noisy, or offensive use of the Leased Premises;
- l) Allow papers, cans, bottles, or other trash to accumulate in or around the Leased Premises;
- m) Place or allow indoor furniture outdoors overnight;
- n) Commit or permit on the Leased Premises any of the following activities: darts, dart boards; cutting wood inside the building; hanging articles from

window ledges; burning any items in gas fireplaces; vandalism; playing with fire; chemical experimentation; indoor sports (such as hall hockey, soccer, Frisbee throwing, etc.); cooking or preparation of food, except in designated areas; excessive horseplay; water fights; snowball fights; dropping, throwing, or shooting objects from windows; the use, possession, or sale of drugs or other illegal substances (including paraphernalia); and theft of services, such as telephone, television cable service and computer related services;

- o) Shake, clean, or hang any articles from windows, ledges, or roofs of the Leased Premises, or place articles on the window ledges without LESSOR's prior written authorization;
- p) Dispose of trash or garbage anywhere on or about the Leased Premises, except at designated collection points;
- q) Interfere with security measures by, including, but not limited to, propping open exterior doors and opening locked security screens;
- r) Move or permit any motor vehicle to be moved on the Leased Premises elsewhere than on driveways and parking lots, or repair any motor vehicle on or about the Leased Premises;
- s) Park any motor vehicle on or about the Leased Premises without having registered the vehicle with LESSOR and complied with the UNIVERSITY's parking regulations;
- t) Install or place any outdoor equipment or construction of any type (examples include, but are not limited to, recreational equipment, pools, and outdoor grills) on or about the Leased Premises without LESSOR's prior written authorization;
- u) Paint any interior or exterior surfaces without LESSOR's prior written authorization;
- v) Use, install, or store on the Leased Premises any of the following articles, except where such articles have been provided by LESSOR or approval has been granted, in writing, by the Offices of the Dean of Students and Residential Services:
  - 1) Hot plates, toasters, electric coffee makers, hot pots, electric heating coils, halogen lamps, electric fry pans, broilers, griddles, coffee makers, deep fryers, laundry washers and dryers, power tools, microwave ovens, refrigerators exceeding 4.6 cu. ft., fish tanks over 10 gallons, or dart boards in student rooms;
  - 2) Live Christmas trees, candles, nonelectric lanterns, incense;
  - 3) Waterbeds;
  - 4) Outdoor television or radio antennas or satellite dishes;
  - 5) Outdoor fences;
  - 6) Outdoor clothes lines or drying equipment;

- 7) Outdoor play equipment (including but not limited to slides and swimming pools);
  - 8) Boats;
  - 9) Trailers;
  - 10) Heating equipment, portable heating units of any kind, or electric blankets;
  - 11) Additional electric wiring;
  - 12) Fixtures other than those provided by LESSOR, including but not limited to fixtures for lighting, and ceiling fans;
  - 13) Air conditioners, unless approved and installed by LESSOR at LESSEE'S expense.
  - 14) Baby Grand or Grand pianos, except in approved locations.
- w) Keep animals or pets of any kind, except in compliance with UNIVERSITY pet policy for fraternity and sorority Houses;
  - x) Allow house guests to stay on the Leased Premises for more than three (3) consecutive days without written permission of the Dean of Students Office;
  - y) Enter restricted areas of the Leased Premises, such as the roof/porticos and mechanical equipment rooms.

5. Termination of Lease:

- a) LESSEE shall not terminate this Lease prior to the expiration of its stated term or any renewals thereof.
- b) LESSOR, in addition to other termination rights described in Section 7(i), Section 12, and elsewhere herein, may terminate this Lease upon the following conditions:
  - 1) For any reason whatsoever by providing LESSEE with at least ninety (90) days' written notice;
  - 2) Upon LESSEE'S material breach of any provision of this Lease, by providing LESSEE with at least thirty (30) days' written notice, provided that LESSEE shall have a right to cure any such breach within the first thirty (30) days after said notice. If LESSEE successfully cures said breach, the Lease shall continue in full force and effect;
  - 3) In the event that LESSEE uses the Leased Premises for unlawful purpose(s) or in a manner that violates UNIVERSITY policy, by providing the LESSEE with at least thirty (30) days' written notice;
  - 4) At the option of LESSOR, immediately upon written notice to LESSEE if the national fraternity or sorority with which LESSEE and its chapter on the LEHIGH UNIVERSITY campus are affiliated should revoke or withdraw for any reason the recognition or affiliation of the LEHIGH UNIVERSITY chapter.

The rights reserved by LESSOR in this Section shall be in addition to and shall not restrict LESSOR's right to terminate a Sublessee's Housing Contract with LESSOR according to the terms described therein.

6. Maintenance of the Leased Premises and its Condition Upon Termination: LESSEE agrees to maintain the Leased Premises and its equipment and deliver up the Leased Premises and all keys thereto and its equipment to LESSOR upon termination of this Lease, in clean and good order and condition, reasonable wear and tear excepted, and more particularly, LESSEE agrees not to (and agrees not to allow with LESSEE's permission any third party to):
  - a) Remove or relocate any item which is the property of LESSOR, including furniture and equipment, from the Leased Premises without LESSOR's prior written authorization; and
  - b) Make any repairs, alterations, or changes, including the construction of lofts and decorations, to the Leased Premises without LESSOR'S prior written authorization.
  
7. Other Regulations: LESSEE and all of its Sublessees and guests shall:
  - a) Cooperate with snow removal efforts in parking areas by removing vehicles from, on, or about the Leased Premises for a reasonable period of time when requested by LESSOR;
  - b) Use every reasonable precaution against fire;
  - c) Give LESSOR prompt, oral and, if requested, written notice of any accident, fire, safety hazard, or damage occurring on or to the Leased Premises, including, but not limited to the need for removal of snow or ice;
  - d) Cooperate with UNIVERSITY officials in the conducting of fire drills, which will be held at regular intervals;
  - e) Comply with and be bound by such conditions and regulations as are now or may from time to time hereafter be issued by LESSOR for the general welfare and convenience of the UNIVERSITY community, in particular, those regulations which are set forth and annually revised in the Lehigh Student Handbook;
  - f) Comply with all Lehigh University, federal, state, and municipal laws, ordinances, and regulations, including, but not limited to, the Lehigh University Code of Conduct and Social Policy, as amended from time to time, and Pennsylvania state law, including, but not limited to, those laws that prohibits the possession, consumption, or furnishing of alcoholic beverages by or to persons less than twenty-one (21) years of age;

- g) Comply with all recycling requirements that may be established;
- h) Comply and cooperate with Lehigh University smoking policy which states; *no person shall smoke or burn tobacco products, incense or any other materials inside any residence hall, sorority, fraternity, suite/apartment complex, etc. on campus. Smoking is permitted on residential grounds provided it occurs 15 feet from any building entrance and away from windows of residential facilities;* and
- i) Comply with UNIVERSITY occupancy requirement (90%) for fraternity and sorority houses. Failure to meet this requirement for three (3) semesters in a row will result in termination of this Lease and loss of housing privileges.

8. Other Conditions: LESSEE and all of its Sublessees and guests shall:

- a) Work cooperatively with the LESSOR's Custodial Vendor to maintain and clean the commercial kitchen and associated equipment on the Leased Premises and the kitchen's contents and to meet all health, fire, and occupancy code requirements. LESSEE shall properly dispose of kitchen grease with a grease removal company. Grease should never be poured down drains or on exterior grounds;
- b) Furnish and maintain the common area of the Leased Premises. All furnishing and window covers must be fire retardant and meet all fire and building codes;
- c) Maintain the security of the Leased Premises by securing the doors, windows, etc., of the building;
- d) Assist Residential Services in maintaining any necessary inventory system(s) for the Leased Premises including but not limited to keys, room condition, furniture, equipment; and
- e) Remove all personal property from the Leased Premises, including student rooms, during the summer vacation period. LESSOR may at its sole discretion designate a storage area on the Leased Premises where personal property may be stored over the summer vacation period. LESSOR reserves the right, without further notice to LESSEE or its Sublessees, to remove and dispose of any personal property which remains on the Leased Premises (other than that stored in the designated storage area) during the summer vacation period. LESSEE shall pay any charges or expenses incurred by LESSOR in the disposal of such property;

9. Asbestos Containing Material (ACM): LESSEE acknowledges that there may be asbestos containing material in some areas occupied by LESSEE and/or Sublessees and under LESSEE'S control. LESSOR will make available to LESSEE its survey showing the location and condition

of ACM in such areas. LESSEE agrees to notify LESSOR immediately if any ACM is damaged or disturbed or if any damage is discovered. LESSEE will immediately cease any activity that might result in further damage to or disturbing of ACM. LESSOR will arrange for any necessary remediation.

10. Emergency Protocol: The University has in place an emergency evacuation protocol designed to provide for resident safety and security in a time of crisis. In the event of an emergency, Occupants and other guests residing in the Leased Premises must comply with the University's emergency evacuation protocol and any other directions from the University (including, but not limited to, mandatory evacuation from the residence). If evacuation or other protective action becomes necessary, the University will advise Occupants of such action and, where practicable, will make reasonable efforts to accommodate Occupants in its response to the emergency.

11. Additional Charges; Adjustment in Payments:

- a) In the event that LESSOR is unable for any reason to permit LESSEE or its Sublessees to occupy the Leased Premises on the dates specified herein, LESSOR shall not be liable for damages caused thereby, nor shall this Lease be voidable for that reason, but in such event the rental hereunder shall abate proportionately until the Leased Premises is available for occupancy; and
- b) No adjustment of payments or other charges shall be allowed to LESSEE for inconvenience or discomfort arising from the making of repairs or improvements to the Leased Premises or to any appliance in the Leased Premises, provided such repairs are accomplished with reasonable dispatch and with as little inconvenience to LESSEE or its Sublessees as reasonably possible.

12. Damage to or Destruction of Leased Premises: If the Leased Premises or any part thereof is destroyed or damaged by fire or other casualty, or taken by eminent domain, this Lease may be terminated by LESSOR if it is of the opinion that the Leased Premises has been rendered unusable. If this Lease is not so terminated, a proportionate reduction in rent, determined by LESSOR, shall be allowed until the Leased Premises is restored by LESSOR to usable condition. Such reduction in rent shall only be allowed if the damage occurred through no fault of LESSEE or its Sublessees.

13. Utilities and Services: All steam, gas, oil, electricity, water and sewer, service used or consumed on or in the Leased Premises shall be paid by LESSOR as and when the same become due and payable. LESSOR shall furnish trash collection from a central point on or about the Leased Premises. LESSOR shall provide basic cable television and UNIVERSITY telephone service to student rooms in the Leased Premises. LESSOR shall provide monthly pest control services and at other times as needed to the Leased Premises. LESSOR shall provide snow removal of parking lots, driveways, walkways, and stairs surrounding the Leased Premises in accordance with the Facilities Services & Campus Planning guidelines. LESSOR shall maintain exterior grounds throughout the academic year. The failure of LESSOR to provide any of the foregoing

items in any specified amount or to any specified standard shall not form a basis of any claim for damages against LESSOR.

14. Repairs: LESSOR or its agents shall make all repairs to the building or equipment on the Leased Premises which it determines are necessary at such time or times as it may determine. If repairs to the building or equipment on the Leased Premises are required, LESSEE shall be responsible for reporting the need therefore to the Facilities Services & Campus Planning Office or an office designated thereby. LESSEE shall also be responsible for reporting any need for snow or ice removal to the Facilities Services & Campus Planning Office or its designee. If kitchen equipment becomes inoperable for any reason, LESSOR shall not be responsible to LESSEE for the cost of meals during the repair period. If repairs, renovations, painting, or other work is required because of the carelessness, negligence, or fault of LESSEE or its Sublessees or guests, or because of any breach by LESSEE or any of its Sublessees of any of the conditions of this Lease, LESSEE shall pay all costs and expenses of such work and also the cost of repairing or replacing any personal property of any other resident or guest on the Leased Premises which may be damaged by reason of the carelessness, negligence, or fault of LESSEE or its Sublessees or guests, or by reason of any breach by LESSEE or any of its Sublessees of any of the conditions of this Lease. All costs and expenses may, at the option of LESSOR, be paid by LESSOR and recovered as additional rent due from LESSEE in the same manner as rent due and in arrears.
  
15. Custodial Services: LESSOR or its agents shall perform custodial services that it determines are necessary at such time as it may determine and that meet all health and occupancy code requirements. Services provided are limited to the following areas: all common areas such as hallways, stairwells, libraries, bathrooms, lobbies, computer rooms, living rooms, dining rooms and kitchens (except that LESSEE will be responsible for kitchen equipment). LESSEE will also be responsible for all dishes, pots, pans, dining tables and countertops in addition to party/bar rooms and ritual rooms. LESSEE will also be responsible for all cleaning and trash removal following social events. LESSOR shall not provide custodial services in dining rooms and kitchens if dishes, pots, pans, etc. are not properly put away by LESSEE or in any other area if LESSEE has created a hazardous condition for LESSOR's employees or agents. LESSEE and Sublessee are responsible for individual bedrooms during the term of Lease/Sublease. The UNIVERSITY shall perform custodial services in bedrooms over the summer. If LESSOR is required to perform custodial services because of the carelessness, negligence, or fault of LESSEE, Sublessees, or guests, or because of any breach by LESSEE or any of its Sublessees of any of the conditions of this Lease, LESSEE agrees to pay all costs and expenses of such work and also the cost of repairing or replacing any personal property of any other resident or guest on the Leased Premises which may be damaged by reason of the carelessness, negligence, or fault of LESSEE or its Sublessees or guests, or by reason of any breach by LESSEE or any of its Sublessees of any of the conditions of this Lease. All costs and expenses may, at the option of LESSOR, be paid by LESSOR and recovered as additional rent due from LESSEE in the same manner as rent due and in arrears.

16. Right of Entry During Term of Lease: In addition to all rights of entry LESSOR has by law and under other provisions of this Lease, LESSOR or its agents may enter the Leased Premises at any time in case of emergency, and otherwise at reasonable times for any of the following reasons:

- a) To inspect the condition of the building;
- b) To inspect for fire and health hazards;
- c) To make repairs, installations, additions, or alterations to the rooms or to the building, or to paint same, or to perform housekeeping functions;
- d) To remove personal property, equipment, placards, signs, fixtures, alterations, or additions to the Leased Premises that are in violation of the provisions of this Lease;
- e) To verify room occupancy; and
- f) To search by authorized UNIVERSITY personnel when there is cause to believe that a violation of UNIVERSITY regulations is being or has been committed. UNIVERSITY regulations include, but are not limited to, provisions of the Housing Contract and the Lehigh University Code of Conduct. "Cause" means a suspicion that would lead a reasonable person to believe that another person is committing or has committed an act in violation of UNIVERSITY regulations. An example of sufficient cause is the smell of burning marijuana coming from a room. Authorized UNIVERSITY personnel including, but not limited to: full-time members of the Residential Services staff or of the Dean of Students staff (excluding clerical personnel); and Lehigh University Police. This provision is not intended to limit the right of the Lehigh University Police to enter any student's room in the performance of statutory duties and in accordance with legally defined procedures governing search and seizure when there is probable cause to believe that a violation of state or federal law is being or has been committed.

17. Liability for Loss or Damage: LESSOR shall not be liable for injury to persons or damage to or loss of property, personal property, or business contents of LESSEE and/or SUBLESSEE because of electric wiring, plumbing, leakage, water, ice, snow, steam, explosion, fire, smoke, war, nuclear disaster, theft, flood, acts of God, or any other cause whatsoever, except to the extent caused by the negligence of LESSOR. All property, personal property, or business contents of LESSEE and/or SUBLESSEE stored on the Leased Premises shall be stored at the sole risk of LESSEE and/or SUBLESSEE.

18. Waiver of Subrogation: LESSEE and SUBLESSEE shall and hereby do waive any right of subrogation which LESSEE and/or SUBLESSEE or any of LESSEE'S and/or SUBLESSEE's insurers may have against the LESSOR and its representatives, agents or employees due to loss

or damage from any cause whatsoever to LESSEE'S and/or SUBLESSEE's property, personal property, or business contents.

19. Force Majeure: LESSEE's obligations, covenants, and agreements hereunder shall not be affected, impaired, or excused because LESSOR is unable to supply any service or perform any of its obligations hereunder if LESSOR is prevented or delayed from doing so by reason of accident; labor or material shortages; law or government sanction; any order, rule, or regulation of any government agency, or any other cause or circumstance beyond LESSOR's reasonable control; and LESSOR shall not in any way be liable to LESSEE for such delay or failure.
20. Indemnification: LESSEE shall defend, indemnify and hold harmless LESSOR from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, resulting from injury, including death, to persons or damage to property, and against any fines, penalties, or charges levied by any government or government authority, and any expenses, including reasonable attorney's fees, related thereto, as a result of LESSEES's or Sublessee's or guests' use and/or occupancy of the Leased Premises, or from any breach by LESSEE or its Sublessees or guests of any of the covenants and agreements of this Lease, including, without limitation, any violation of the LEHIGH UNIVERSITY Code of Conduct, including its Social Policy or any Pennsylvania state law, including, but not limited to, those laws regarding underage possession or consumption of alcoholic beverages. Nothing contained herein shall be construed to impose upon LESSEE any obligation to indemnify where the liability of LESSOR arises from its negligence.
21. Insurance: LESSOR covenants and agrees that it shall carry and maintain at its expense Commercial Property Insurance with extended endorsements to cover the Leased Premises.

LESSEE covenants and agrees that it shall carry and maintain, at its sole cost and expense and in the amounts specified and in the form hereinafter provided, the following types of insurance:

- a) Commercial General Liability Insurance: LESSEE, at LESSEE's sole cost and expense, shall maintain and keep in effect throughout the Term and any renewal thereof with reputable A. M. Best rated A- or better companies licensed to do insurance business in Pennsylvania, insurance against liability for bodily injury (including death), personal injury and property damage in or about the Leased Premises under a policy of Commercial General Liability Insurance, with such limits as to each as may be reasonably required by LESSOR from time to time but not less than a combined single limit of Five Million Dollars (\$5,000,000) for bodily injury (including death) and property damage. Furthermore, LESSEE shall maintain a sublimit for property damage to the Leased Premises in an amount not less than One Million Dollars (\$1,000,000). Policies of Commercial General Liability Insurance shall name Lehigh University and Lehigh University Alumni Association as an Additional Insureds, with LESSEE as the Insured. LESSOR shall be provided with a current certificate of said insurance at all times.

- b) Policy Requirements: LESSEE's policies required by this Lease shall be primary for the vicarious liability of the LESSOR. Each such policy shall provide that it shall not be cancelable or materially modified without at least sixty (60) days prior written notice to LESSOR. At least ten (10) days prior to the Lease Commencement Date and annually thereafter, a current certificate of insurance (standard ACORD form or equivalent) shall be delivered to LESSOR. If LESSEE shall fail, refuse, or neglect to obtain or to maintain any insurance that LESSEE is required to provide, or to furnish LESSOR with satisfactory evidence of coverage on any such policy, LESSOR shall have the right to purchase such insurance. All such payments made by LESSOR shall be recoverable by LESSOR from LESSEE, together with interest thereon, as additional rent promptly upon being billed therefore.
- c) Increase of Premiums: LESSEE shall not do anything or fail to do anything (or permit anything to be done or not done) which will cause the cost of LESSOR's insurance on the Leased Premises to increase or which will prevent LESSOR from procuring policies (including but not limited to Commercial General Liability) from companies and in a form satisfactory to LESSOR. If any breach of this paragraph by LESSEE shall cause the cost of property, general liability or other insurance to be increased, LESSEE shall pay the amount of such increase as additional rent promptly upon being billed therefor.
22. Assignment and Subleasing: This Lease shall not be assigned by LESSEE to any party without the prior written approval of LESSOR. LESSEE may, during the term of this Lease, sublease the Leased Premises only to full-time students at LEHIGH UNIVERSITY and only upon LESSOR's receipt of a signed Housing Contract from each SUBLESSEE. Any such Subleases shall not relieve LESSEE of any of its obligations under the provisions of this Lease. LESSOR may, but shall be under no obligation to, lease the Leased Premises to third parties during the summer vacation period. If LESSOR enters any such Lease Agreement with a third party, LESSEE hereunder shall not be responsible for any damage to the Leased Premises caused by such third party lessee.
23. Extent of Obligation: LESSEE shall be responsible for the conduct of its Sublessees, as well as its and their invitees, visitors, and agents. Any breach of any covenant or provision of this Lease by any such Sublessee, invitee, visitor, or agent shall be deemed a breach by LESSEE.
24. Waiver: The waiver of any breach of any covenant of this Lease shall not be considered a waiver of such covenant or of any other covenant or of any subsequent breach of any covenant, or to constitute a waiver of any breach of any covenant or a waiver of such covenant for any other person.
25. Severability: If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance should be held invalid for any reason, the remainder of the Lease (or the remainder of such provision) and the application thereof to said person, other person, or circumstances shall not be effected thereby.

26. Governing Law and Jurisdiction: This Lease Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of law provisions. The parties hereby submit to the exclusive jurisdiction of any venue in any state or federal courts located within the Eastern District of Pennsylvania with respect to any and all disputes concerning the subject of this Lease Agreement.

27. Complete Agreement: This Lease Agreement sets forth all the promises, conditions, covenants, and understandings between LESSOR and LESSEE, and no subsequent promises, conditions, covenants, or understandings shall be effective unless reduced to writing and signed by the parties.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Lease Agreement to be executed by their duly authorized representatives on the date first above written.

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
For Lessee

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Lehigh University