

JUNIATA COLLEGE CENTER FOR ENTREPRENEURIAL LEADERSHIP  
BOB AND EILEEN SILL BUSINESS INCUBATOR  
SPACE OCCUPANCY AGREEMENT

Made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between Juniata College Center for Entrepreneurial Leadership with a mailing address at 419 14<sup>th</sup> Street, Huntingdon, PA, 16652 (JCEL) and \_\_\_\_\_ (Tenant), with a mailing address at \_\_\_\_\_.

Witnesseth, for and in consideration of the covenants contained herein, JCEL and Tenant, intending to be legally bound hereby, covenant and agree as follows:

1. JCEL for and in consideration of the rent and other charges specified in Schedule A to this Agreement, and in consideration of the performance of the covenants and agreements of Tenant herein contained agrees to provide Tenant with occupancy of an office in the Bob and Eileen Sill Business Incubator located at 419 14<sup>th</sup> Street, Huntingdon, Pennsylvania.
2. The particular office to be provided to Tenant on each day of Tenant's occupancy shall be within the sole discretion of JCEL. An occupancy day shall be the period from 8:00 a.m. until 8:00 a.m. on the following calendar day.
3. In addition JCEL will provide Tenant the services and facilities set forth on Schedule A to this Agreement and for an additional rental as set forth on Schedule A will provide light assembly space, locked storage cabinets and conference room space, subject to availability.
4. Tenant acknowledges receipt of and agrees to be bound by the Incubator/Tenant policies which are attached to this Agreement as Schedule B and made a part hereof, which policies may be amended from time to time in the sole discretion of JCEL.
5. The office space, storage cabinets and conference rooms (hereinafter collectively "Facilities") shall be used for \_\_\_\_\_. Tenant shall comply with all governmental laws, ordinances and regulations applicable to such use of the Facilities. Tenant shall not perform any acts or carry on or permit to exist any practice that may injure the building or its contents or be an unlawful nuisance or menace to the occupants of adjacent areas.
6. Tenant shall pay the applicable charges as specified on Schedule A. The charges and other terms and conditions of Schedule A are subject to change by JCEL on thirty (30) days' written notice to Tenant, but no change shall be made in charges for space which has previously been reserved as of the date of the notice. Tenant's reservation of space after the date of notice of changes to Schedule A shall constitute acceptance of the changes.
7. At the time of signing the Agreement Tenant shall pay the start up fee, the security deposit and all charges for Facilities reserved by Tenant through Tenant's first full calendar month of occupancy. JCEL will invoice Tenant on the 15th of each month for the charges for the Facilities Tenant has reserved for the following month plus any service charges accrued as of the time of the invoice such as for printing, faxing or copying. Payment is due by the first

day of the calendar month following the date of the invoice. In the event payment is not made by the fifth of the month, Tenant shall pay a late charge equal to ten (10)% of the invoice.

8. The office space, storage cabinets and conference rooms (hereinafter collectively "Facilities") shall be used for \_\_\_\_\_. Tenant shall comply with all governmental laws, ordinances and regulations applicable to such use of the Facilities. Tenant shall not perform any acts or carry on or permit to exist any practice that may injure the building or its contents or be an unlawful nuisance or menace to the occupants of adjacent areas.
9. Tenant shall not sublease or assign its rights under this Agreement.
10. Tenant shall obtain and keep in force comprehensive general liability insurance for personal injuries, including death, and property damage, in the amount of at least one million dollars (\$1,000,000) with insurers satisfactory to JCEL and prior to occupying the Facilities shall provide JCEL with a certificate of insurance evidencing such coverage naming Juniata College as additional insured containing a provision by which the insurer agrees that such policy shall not be cancelled except after thirty (30) days written notice to JCEL. Tenant shall provide proof of the continuation of such coverage upon JCEL's request.
11. Tenant shall indemnify and hold harmless Juniata College and JCEL and their respective trustees, officers, agents, servants, employees, indemnitors, insurers and guarantors from and against any and all claims, actions, damages, liabilities and expense, including but not limited to attorneys' and other professional fees in connection with the loss of life, personal injuries and/or property damage arising from or out of Tenant's use of the Facilities.
12. Tenant shall insure any personal property it brings to the Facilities against loss or destruction. No claim shall be made against Juniata College or JCEL for loss or damage to or destruction of Tenant's personal property in the Facilities.
13. Tenant will be provided limited use of JCEL's computing, printing and network services. Tenant shall hold Juniata College and JCEL harmless from and against any damage Tenant may suffer from Tenant's use of JCEL's computing, printing and network services.
14. Tenant agrees to permit JCEL to inspect or examine the Facilities at any reasonable time and to permit JCEL to make such repairs to the building of which the Facilities are a part as JCEL may determine are desirable or necessary. Tenant agrees that JCEL shall have continuing access to the Facilities and may make or authorize emergency entrance to the Facilities in the event of fire, mechanical or electrical breakdown or similar event. Tenant shall not alter locks on any of the Facilities.
15. Tenant may terminate this Agreement at any time with or without cause by written notice to JCEL effective immediately. No refund shall be made to Tenant for Facilities previously reserved.
16. In the event Tenant fails to pay when due any applicable charges under this Agreement or breaches any covenant of this Agreement, JCEL may terminate this Agreement on ten (10) calendar days' written notice to Tenant. By the end of such ten day period Tenant shall

remove all of its personal property located in the Facilities.

17. In the event Tenant fails to reserve at least five (5) days of office space in any calendar month, JCEL may terminate this Agreement on thirty (30) days' written notice to Tenant. By the end of such thirty day period Tenant shall remove all of its personal property located in the Facilities.
18. In addition to the rights granted under paragraphs 15 and 16 of this Agreement, JCEL may terminate this Agreement without cause upon one hundred and twenty (120) days' written notice to Tenant. By the end of such one hundred and twenty day period Tenant shall remove all of its personal property located in the Facilities.
19. Tenant's obligations to JCEL for activities of Tenant relating to this Agreement shall survive termination of this Agreement.
20. At the termination of this Agreement for any reason, Tenant shall remove its personal property from the Facilities. Tenant shall be required to repair any damage caused by the removal of Tenant's personal property.
21. In the event Tenant has not removed its personal property from the Facilities within the specified periods following termination of this Agreement, JCEL may deliver Tenant's personal property to \_\_\_\_\_ at Tenant's expense. In the event Tenant's personal property cannot be delivered to the foregoing address, JCEL may use or dispose of the personal property as it sees fit.
22. Tenant shall not make any alterations, changes or modifications to the Facilities without the express written consent of JCEL. In the event of any alterations, modifications or changes to the Facilities, Tenant shall be responsible for the cost of restoring the Facilities to their original condition.
23. In the event of damage to the Facilities by fire or other casualty, Juniata College and JCEL shall have no obligation to provide Facilities to Tenant and Tenant shall be refunded any charges for Facilities for which it has an outstanding reservation.
24. Any notice herein provided for shall be considered as having been given if sent by United States, postpaid, certified mail, addressed to the respective parties at their addresses first set forth in this Agreement or by a nationally recognized overnight delivery service. Notice shall be deemed given as of the date of mailing.
25. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
26. This Agreement contains the complete agreement of the parties with regard to its subject matter and supersedes all prior written or oral discussions or agreements between the parties. With the exception of JCEL's right to unilaterally change the terms and conditions of Schedule B, no modification of this Agreement shall be binding unless made in writing and signed by representatives of both parties hereto.

Signatures:

Attest/Witness

JCEL  
BY

Date

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Attest/Witness

TENANT  
BY

Date

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Printed Name of Tenant's Signatory