WEST PIKELAND TOWNSHIP
REQUEST FOR BIDS – 1645 ART SCHOOL ROAD

November 2, 2026

1. GENERAL INFORMATION FOR THE PROPOSER

This Request for Bids ("RFB") is being provided by West Pikeland Township, Chester County (the "Township" or the "Seller") to solicit a final, binding proposal (the "Proposal") to enter into an Agreement of Sale (the "Agreement") for the purchase of the property and associated improvements located at 1645 Art School Road, Chester Springs, PA 19425 (the "Property").

2. PROPERTY DESCRIPTION

Subject to the terms and conditions set forth in the Agreement, at Closing, Buyer shall purchase from the Seller and the Seller shall sell, transfer, assign and deliver to Buyer, free and clear of all liens, all of Seller's right, title and interest in and to the Property and rights of the Seller in every kind and description, whether tangible for intangible, real, personal or mixed, wherever stated, in each case used by, held for use by, or acquired or developed for use by the Township, or otherwise related or, or arising out of the Property, not to include personal property maintained in the building.

All Proposers are hereby informed that the Property is a Historic Resource and is subject to all applicable Historic Resource provisions set forth in local, state and federal law. By submitting a Proposal, the Proposer acknowledges its understanding of the Historic Resource status of the Property and has reviewed all applicable provisions set forth in the West Pikeland Township Code, state and federal law.

THE PROPERTY IS BEING SOLD IN AN "AS IS" CONDITION. NEITHER THE TOWNSHIP, NOR ANY REPRESENTATIVE OF THE TOWNSHIP MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT TO THE PROPERTY, EXCEPT AS EXPRESSLY SET FORTH HEREIN.

The Property is currently subject to a license agreement with SALT Performing Arts Company ("SALT") which is reproduced in Proposal Form 5. As part of the subject license agreement, SALT retains a Right of First Refusal upon the sale of the Property.

3. INFORMATION REQUIRED FROM PROPOSERS AND SELECTION CRITERIA

All entities or individuals who submit a response to this RFB ("Proposers") must comply with the requirements set forth in this document for submitting a Proposal. Provided that the Proposal requirements are met and the Proposer is found to be qualified, responsible and responsive, the award of the Agreement will be based on the amount of the Purchase Price included as part of this

RFB. The contents of the Proposals will not be publicly disclosed until the time of opening of the Proposals. The Township may reject any and all bids at its discretion for any reason.

The Proposers will have the opportunity to view the Property on the following two dates and times: November 16, 2026, and November 30, 2026. In the event a Proposer wishes to view the Property at a date and time outside of the two mentioned herein, the Proposer may contact Joan Blatcher, Township Manager (*manager@westpikeland.com*) via email, with the subject line "*Request for Bids – 1645 Art School Road – Request for Tour*" and arrange for a view at the Township's convenience. Proposers may bring consultants on the view. The view is not required, but highly encouraged.

4. SUBMISSION INSTRUCTIONS

One (1) original and two (2) hard copies of the Proposal shall be submitted, with the original copy of the Proposal clearly marked as the "original" and must contain the original signature form and other original documents. All packages shall be sealed and clearly marked with the following: **"RESPONSE TO WEST PIKELAND TOWNSHIP REQUEST FOR BIDS – 1645 ART SCHOOL ROAD."** The contends of the Proposal will not be made public until after the award of the contract. The Proposal shall be submitted in a sealed envelope or package addressed to:

West Pikeland Township
c/o Joan Blatcher, Township Manager
1645 Art School Road
Chester Springs, PA 19425

ALL PROPOSALS MUST BE SUBMITTED TO THE TOWNSHIP NO LATER THAN 1:00 PM EASTERN STANDARD TIME ON December 2, 2026. Failure to timely submit a Proposal may result in rejection of the Proposal. Bids will be opened at a public meeting at 6:00 PM on December 2, 2026.

To the extent there are any questions regarding delivery of the Proposal, please submit all questions via email to Joan Blatcher, Township Manager (*manager@westpikeland.com*), with the subject line "*Request for Bids – 1645 Art School Road – Question*". By submitting a Proposal, Proposers acknowledge and agree to the following conditions:

- All Proposals will be accompanied by a payment of twenty-five thousand dollars ($25,000.00) by check made payable to West Pikeland Township. For the successful bidder, the check will be deposited and applied on account of the Deposit required by the Agreement. All other checks will be returned to the unsuccessful bidders. In the event that the awardee does not enter into the Agreement of Sale submitted with the bid within 3 business days of notification of the Award, the Township shall have the option of retaining the $25,000 payment and reconsidering other bids submitted.
- All Proposals submitted in response to this RFB shall become the property of the Township. As such, after the award of the contract, or after the opening and rejection of all Proposals,

Proposals submitted will become public records subject to public review under applicable law, subject to certain exceptions.

- The selection of a Proposal by the Township shall not waive or limit any assumption of risk, provision of indemnity, or other obligations of Proposer under the Agreement as may be executed between the Proposer and the Township.
- Proposer and their representatives shall comply with the communication protocol as set forth by this document with respect to all communications concerning the RFB.
- Only one Proposal from each Proposer shall be considered.
- Proposals shall comply with the content requirements set forth in this document. Failure to comply with such requirements may result in a Proposer being deemed nonresponsive.

5. QUESTIONS AND REQUESTS FOR CLARIFICATION

All questions and requests for clarification concerning this RFB shall be submitted via email to Joan Blatcher, Township Manager (*manager@westpikeland.com*) NO LATER THAN 1:00 PM EASTERN STANDARD TIME ON November 23, 2026. No questions, written or oral, shall be accepted after this time.

All questions and clarification requests should be submitted via email to Joan Blatcher, Township Manager (*manager@westpikeland.com*). Proposers are encouraged to submit such questions and clarification requests in advance of the above-mentioned deadline. Answers to such questions provided by the Township will be made available to all Proposers.

6. BEST AND FINAL OFFER ("BAFO")

Your Proposal should represent your best offer. However, if the Purchase Price set forth in the Proposal of one or more of the offers received by such deadline (other than the offer setting forth the highest amount of Purchase Price) is within 10% of the amount of the Purchase Price in such highest offer, the Township will allow the Proposer whose offer sets forth the highest amount of Purchase Price and any Proposer(s) whose offer is within 10% of such highest amount of Purchase Price (the "Applicable Proposers") to increase the amount of the proposed Purchase Price by submitting an increased Proposal to be provided by the Township at that time.

If necessary, the Township will provide further instructions to all Applicable Proposers for submitting such increased Proposals; however, the timing for submission of such increased proposal forms will be at the complete discretion of the Township and may be less than a week from the opening of the bids. All other terms of the offer will remain the same. The Proposers should not assume that they will be given the opportunity to increase the amount of their Purchase Price under any other circumstances.

7. APPROVAL AND SIGNING

The Township intends to select the Proposer that offers the highest Purchase Price, provided the Proposer complies will all requirements set forth in this RFB for submitting a final Proposal and is found to remain qualified, responsible and responsive. Execution of the Agreement by the Township will be subject to final approval and authorization by the Township's Board of Supervisors (the "Supervisors"). A recommendation will be submitted to the Supervisors, shortly after the conclusion of the proposal process. After selection of a Proposal and approval by the Supervisors, the selected Proposer and the Township shall execute the Agreement.

A draft Agreement of Sale, inclusive of required conditions proposed by the Township, is attached hereto as Proposal Form 4. Each Proposer shall submit with their Proposal a "redlined" or otherwise edited copy of the draft Agreement of Sale including all required conditions and paragraphs, which shall be subject to the discretion of the Township.

8. TOWNSHIP'S PURCHASE OF NEW MUNICIPAL BUILDING

The Township discloses to the Proposers that the Property, as defined herein, is currently used for the municipal offices of the Township and Township police building. Being so, the Township intends to close on its new municipal campus by November 15, 2026. By submitting a Proposal, Proposers acknowledge and agree that the Township staff intends to move out of the Property sometime after the date of its closing on the new municipal campus, at the Township's discretion.

Proposers also acknowledge and agree that the West Pikeland Police Department intends to leaseback the Police Building on the Property for a period of 12 months while the new police building is being refurbished. Proposers may not utilize, reconstruct, demolish or otherwise alter the existing Police Building during the lease period, whether for 12 months or an extended period of time. West Pikeland Township may terminate or extend the lease agreement at its discretion due to the status of the new police building.

9. CONFIDENTIALITY AND DISCLOSURE TO THIRD PARTIES

Proposers should be aware that records of the Township are subject to the provisions of the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq. ("RTK Law"), and that with certain exceptions, such records are subject to public disclosure. The Township understands that in responding to this RFB, Proposers will be submitting information, including financial data, that the parties desire to be kept confidential. It is the Township's position that this RFB is part of a competitive proposal transaction process, and that prior to the award of a contract or prior to the opening and rejection of all proposals, all such submissions are confidential and exempt from disclosure under the Section 708(b)(26) of the RTK Law, 65 P.S. §67.708(b)(26).

Proposers are advised, however, that following award of a contract or the opening and rejection of all Proposals, such submissions may be subject to public disclosure unless they are otherwise exempt from disclosure under another provision of the RTK Law. Records and information submitted by Prospective Proposers that constitute "trade secrets" or "confidential proprietary information" as defined in the RTK Law are exempt from disclosure under Section 708(b)(11), 65

P.S. §67.708(b)(11). "Confidential proprietary information" includes commercial and financial information which is privileged or confidential to the submitting party and the disclosure of which would cause substantial harm to the competitive position of the person who submitted the information. Proposers are advised that if they believe any information being submitted in response to this RFB constitutes or references trade secret or confidential propriety information, they should clearly so label any such information with a prominent label of either: "TRADE SECRET" or "CONFIDENTIAL PROPRIETARY INFORMATION." Any such claims may be subject to review pursuant to the procedures set forth in the RTK Law. If the Township, the Pennsylvania Office of Open Records or a court determines that such information does not qualify as a trade secret or confidential proprietary information, such information may be subject to public disclosure.

PROPOSAL FORMS

PROPOSAL FORM 1
Cover Letter for Proposal
To be Prepared on Proposer's Letterhead

[DATE]

Via First Class Mail
West Pikeland Township
1645 Art School Road
Chester Springs, PA 19425

RE: West Pikeland Township Municipal Building Request for Bids

Dear West Pikeland Township:

_____ (the "Proposer") hereby submits the attached Proposal in response to the West Pikeland Township Municipal Building Request for Bids (the "RFB") issued by West Pikeland Township (the "Township") on November 4, 2026, as amended.

The undersigned Proposer hereby unconditionally and irrevocably offers to enter into an Agreement of Sale (the "Agreement") for the identified property owned by West Pikeland Township. Capitalized terms not otherwise defined in this Proposal have the meanings set forth in the Agreement.

The Proposer, by its undersigned duly authorized representative, hereby covenants, certifies, represents and warrants as follows in connection with the Proposal:

1. ***RFB and Addendum Acknowledgement***. The Proposer acknowledges receipt of the RFB and the following addenda to the RFB:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

2. ***Due Authorization***. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Proposer.
3. ***Completeness; Warranty as to Proposal Information***. The Proposer has submitted all Proposal Forms and such Proposal Forms are a part of this Proposal. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the Township will rely on such information and statements in

determining which Proposals are responsive and responsible, and in ultimately selecting the Proposal deemed most advantageous to the Township and executing the Agreement.

4. ***Identity of the Buyer***. The Buyer shall be the Proposer.
5. ***Final Agreements***. The Proposer agrees to enter into the Agreement.
6. ***Purchase Price***. The amount of the Purchase Price that Proposer will pay pursuant to the Agreement will be _____, with an earnest deposit of _____.
7. ***Proposal Effective Period***. This Proposal and offer shall remain in effect and irrevocable until 1:00 PM Eastern Standard Time on December 15, 2026 unless extended otherwise by the Township's sole discretion (the "Termination Time"). In the event that the Proposal submission date is delayed beyond December 2, 2026, the Termination Time will be extended for the same such period. If the Township does not give written notice to the Proposer that the Township is prepared to enter into the Agreement on or prior to the Termination Time, this offer and the terms of this Proposal shall terminate at the Termination Time.
8. ***Agreement Execution***. If at any time prior to the Termination Time, the Township gives written notice to the Proposer, at the address specified below, that they are prepared to enter into the Agreement with the Proposer, the Proposer will, within two Business Days of its receipt of such notice, execute and deliver the Agreement to the Township.
9. ***Debarment***. Neither the Proposer, nor any other member of Proposer's team is currently suspended or debarred from doing business with any governmental entity.
10. ***No Litigation***. There is no action, suit or proceeding, at law or in equity, before any court of similar governmental body, against the Proposer, wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the ability of the Proposer to perform its obligations under the Agreement contemplated hereby, or which, in any way, would have a materially adverse effect on the validity or enforceability of the obligations proposed to be undertaken by the Proposer, or any agreement or instrument entered into by the Proposer in connection with the Transaction contemplated hereby.
11. ***Certain Representations***. The Proposer represents and warrants that (1) Proposer has full power and authority to make this offer and submit this Proposal; (2) Proposer will have full power and authority to execute and deliver the Agreement pursuant to the terms hereof; (3) such actions do not and will not violate the terms of any of the Proposer's organizational documents or any agreement binding upon it or the terms of any Applicable Law; (4) no further consent to this offer or Proposal or to the execution of the Agreement pursuant to the terms hereof is required to be obtained from any other Person or Governmental Authority; (5) this offer and Proposal constitute, and the Agreement, if executed pursuant to the terms hereof, will constitute duly authorized, valid and legally binding obligations of the Proposer, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or transfers, or other laws affecting creditor's rights generally, and subject to general principles of equity (regardless of whether in law or in equity); and (6) Proposer

acknowledges and understands that the Property shall be sold "AS IS" and the Township or any Township representative have not made any representations or warranties, express or implied, in fact or by law, with respect to the Property, and that the execution of the Agreement and the taking of possession of the Property by the Buyer shall be conclusive evidence that the Buyer has accepted the Property "AS IS."

12. ***Material Changes***. The Proposer has incorporated all material changes from the information provided in the Proposer's RFB Response.
13. ***Principal Contact***. The principal contact person who will serve as the interface between the Township and the Proposer for all communications is:

Name: _____

Address: _____

Phone/Fax: _____

Email: _____

Submitted By:

_____
Name of Proposer

_____
Name of Designated Signatory

_____
Signature

_____
Title

_____
Date

PROPOSAL FORM 2

Non-Collusion Affidavit

STATE OF _____)

COUNTY OF _____)

I, [INSERT DESIGNATED SIGNATORY NAME], a resident of [MUNICIPALITY OR OTHER JURISDICTION], in the State of [INSERT STATE], of full age, being duly sworn according to law, on my oath depose and say that:

(1) I am the [INSERT TITLE] of [INSERT PROPOSER NAME], organized under the laws of the state of [INSERT STATE NAME], the Proposer making the Proposal in response to West Pikeland Township Municipal Building Request for Bids issued by West Pikeland Township on November 4, 2026, as amended, and that I executed said Proposal with full authority to do so;

(2) The pricing information set forth in this Proposal has been arrived at independently without collusion, fraud, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such pricing information with any other Proposer or with any competitor;

(3) Unless otherwise required by law, the pricing information which has been quoted in this Proposal has not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer, directly or indirectly, to any other Proposer or to any competitor prior to execution of the Agreement; and

(4) No attempt has been made or will be made by the Proposer to induce any other person or entity to submit or not to submit a Proposal for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statements are true.

_____

Name of Proposer

_____

Name of Designated Signatory

_____

Signature

_____

Title

_____

Date

(Notary Public)

State/Commonwealth of _____

County of _____

On this day of , _____, before me appeared [DESIGNATED SIGNATORY], who is [INSERT TITLE] of [INSERT PROPOSER], a [INSERT STATE AND ENTITY TYPE], personally known to me to be the person described in and who executed this Non-Collusion Statement and acknowledged that she/he signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public in and for the State/Commonwealth of

_____

(seal)

_____

(Name printed)

Residing at _____

Commission Number_____

PROPOSAL FORM 3

Purchase Price

The amount of the Purchase Price that Proposer offers to pay pursuant to the Agreement is:

US$ _____[*in numbers*],

_____[*in words*] United States Dollars.

Proposers should ensure that the written and numerical Purchase Price in this Business Proposal exactly match. Should this not be the case, the binding Purchase Price will be assumed to be the lower of the two Purchase Price numbers.

_____

Name of Proposer

_____

Name of Designated Signatory

_____

Signature

_____

Title

_____

Date

PROPOSAL FORM 4

Agreement of Sale

To be Completed Upon Public Opening and Acceptance of Bids by the Buyer

---

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement") is made this ____ day of [month] 2026 between WEST PIKELAND TOWNSHIP, a Pennsylvania second class township ("Seller"), and [BUYER] ("Effective Date").

RECITALS

Seller owns that certain parcel of ground known as 1645 Art School Road, Chester Springs, PA 19425, on which there are two separate buildings, a parking lot and other improvements, defined in Section 1 below as the Property.

Seller currently maintains its administrative offices in the larger of the two buildings (identified on Exhibit B attached hereto as "Administrative Offices").

Seller is a party to a Facility License Agreement dated January 1, 2024, amended February 5, 2024 (the "Existing License Agreement") and pursuant to which SALT Performing Arts Company ("SALT") has certain terminable rights to access and enjoy a portion of the Administrative Offices and maintains the Township's Police Department's headquarters on the Property in the building designated as "Police Department HQ" on Exhibit B.

Seller has entered into an Agreement of Sale to purchase 1001 Kimberton Road, Chester Springs, PA 19425 (the "Acquisition Transaction") and, upon closing of the Acquisition Transaction, Seller intends to relocate its administrative offices to 1001 Kimberton Road immediately, but the relocation of the Police Department will require additional time post-Closing.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties hereby agree as follows:

1. AGREEMENT TO PURCHASE AND SELL PROPERTY. Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase, for the consideration and subject to the terms and conditions hereof, all that certain parcel containing approximately 5.67 acres, located at 1645 Art School Road, Chester Springs, PA 19425, bearing Chester County tax parcel number 34-1-10.2, including all improvements located thereon, and being more particularly described on **Exhibit A** attached hereto, including any right, title and interest of Seller in and to any land lying in the bed of any street, and in all strips, gores or rights-of-way, riparian rights, licenses and easements benefiting the property and any rights (including sewage capacity and water rights), powers, privileges and appurtenances in any way pertaining thereto, being all of the real property owned by Seller at this location (collectively, the "Property").

2. PURCHASE PRICE. The price or consideration for the Property ("Purchase Price") shall be [insert purchase price], which shall be paid to Seller by Buyer in the way and manner following:

(a) Five percent (5%) of Purchase Price ("Deposit") shall be paid in cash or by Buyer's check not later than three (3) business days after the Effective Date, and shall be held, until Closing, in a federally insured bank account by a title insurance company of Buyer's choosing ("Title Company"), pursuant to the terms contained in the Title Company's standard form of escrow agreement.

(b) The balance of the Purchase Price, subject to the apportionments herein provided for, shall be paid to Seller at Closing (defined below) by wire transfer or Title Company check.

3. CLOSING. Closing of title ("Closing") shall be made at the Property on or before December 30, 2026 the ("Closing Date"), unless such day is a weekend or holiday, in which event Closing shall occur on the next succeeding business day. Formal tender of a deed to the Property by Seller and of the Purchase Price by Buyer are hereby waived.

4. POSSESSION; MAINTENANCE.

(a) Subject to Seller's rights under the Lease Back, Seller shall deliver to Buyer possession of the Property at Closing, free of all leases, occupancies, tenancies and claims to or rights of possession, except as otherwise expressly provided in Section 8 below.

(b) Until the date of Closing, Seller shall maintain the Property, including the grounds and any buildings, improvements and fixtures, in good condition, normal wear and tear excepted.

(c) Seller shall not amend any existing contract or enter into any new contract with respect to the ownership and operation of the Property that will survive the Closing, or that would otherwise affect the use, operation or enjoyment of the Property after Closing, without Buyer's prior written approval.

5. TITLE.

(a) Fee Simple title shall be conveyed at Closing by delivery of a Special Warranty Deed (the "Deed"). Title to the Property shall be good and marketable and such as will be insured by the Title Company at standard rates, free and clear of all liens, encumbrances and easements, except for the Permitted Exceptions (defined below).

(b) No later than ten (10) days after the Effective Date, Buyer may, at its own cost, order a survey plan and metes and bounds description of the Property, and Buyer shall order a commitment for an owner's title insurance policy from the Title Company in the amount of the consideration to be paid for the Property ("Title Commitment").

(c) Mandatory Cure Items. On or prior to Closing, Seller shall be unconditionally obligated to cure or remove the following defects (the "Monetary Defects"), whether described in the Title Commitment, or first arising or first disclosed by the Title Company (or otherwise) to Buyer after the date of the Title Commitment, and whether or not raised in a Title Objection Notice (defined below): (i) liens securing a mortgage evidencing an indebtedness of Seller; (ii) judgment

liens against any or all of Seller or its partners or tenants in common (collectively "Seller Parties"); (iii) tax liens; (iv) broker's liens based on the written agreement of Seller or any Seller Parties; and (v) any mechanics liens. Notwithstanding anything to the contrary set forth herein, if, prior to Closing, Seller fails to so cure or remove (or insure over, in a form and substance reasonably acceptable to Buyer) all Monetary Defects, then Buyer may either (1) terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Buyer, and there shall be no further liability hereunder between the parties (except for any indemnities or other obligations that are specifically intended to survive the termination of this Agreement); or (2) proceed to settle with title to the Property as it then is, with the right to deduct from the Purchase Price a sum equal to the aggregate amount necessary to cure or remove (by endorsement or otherwise, as reasonably determined by Buyer, acting in good faith) the Monetary Defects.

(d) Title Objections. Within twenty (20) days after the Effective Date (the "Title Objection Period"), Buyer shall deliver notice (the "Title Objection Notice") to Seller specifying any lien, claim, encumbrance, restriction, covenant, condition, exception to title or other matter disclosed by the Title Commitment to be an exception to title insurance which is unacceptable to Buyer (the "Title Objections"). In the event that Buyer shall fail to deliver the Title Objection Notice to Seller within the Title Objection Period, time being of the essence, Buyer shall be deemed to have waived its right to raise any title objections that existed as of such date (other than with respect to Monetary Defects). Seller shall be obligated to advise Buyer in writing ("Seller's Cure Notice") within ten (10) business days after Buyer's delivery of the Title Objection Notice to Seller, which (if any) of the Title Objections specified in the applicable of Title Objection Notice Seller is willing to cure (the "Seller's Cure Items"). If Seller delivers a Seller's Cure Notice, and identifies any Seller's Cure Items, Seller shall be unconditionally obligated to cure or remove the Seller's Cure Items prior to the Closing. In the event that Seller fails to timely deliver a Seller's Cure Notice, or in the event that Seller's Cure Notice (specifying Seller's Cure Items) does not address each and every Title Objection specified in each Title Objection Notice, then Buyer may either (i) elect to terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Buyer, and there shall be no further liability hereunder between the parties (except for any indemnities or other obligations that are specifically intended to survive the termination of this Agreement), or (ii) proceed to settle, accepting title to the Property subject to those Title Objections not addressed in Seller's Cure Notice.

(e) For purposes of this Agreement, the term, "Permitted Exceptions," shall mean (i) all liens, claims, encumbrances, restrictions, covenants, conditions, matters or exceptions to title (other than Monetary Defects) that are set forth in the Title Commitment, but not objected to by Buyer in a Title Objection Notice; (ii) any Title Objections that Seller elects, or is deemed to have elected, not to cure, but despite which, pursuant to subsection (d), above, Buyer nevertheless elects to settle; (iii) all matters that arise solely out of the actions of Buyer or its agents, representatives or contractors, and (iv) the pre-printed standard title company exclusions in the Title Commitment.

6. CONDITIONS PRECEDENT.

(a) In addition to the conditions precedent set forth elsewhere in this Agreement, the obligation of Buyer under this Agreement to purchase the Property from Seller is subject to the

satisfaction at the time specified in each subsection of the following conditions, any or all of which may be waived in whole or in part by Buyer at or prior to Closing:

(i) The representations and warranties of Seller shall be true and correct in all material respects when made and shall remain true and correct in all material respects as of the date of Closing.

(ii) There shall have been no material adverse change in the condition of the Property between the Effective Date and Closing.

(iii) The condition of title to the Property shall be as required by Section 5.

(iv) SALT shall have waived its right of first refusal set forth in Appendix A of the Existing License Agreement.

(b) In addition to the conditions precedent set forth elsewhere in this Agreement, the obligation of Seller under this Agreement to sell the Property to Buyer is subject to the satisfaction at the time specified in each subsection of the following conditions, any or all of which may be waived in whole or in part by Seller at or prior to Closing (the conditions set forth in subsection (a) above and this subsection (b) are collectively referred to in this Agreement as the "Conditions Precedent"):

(i) The representations and warranties of Buyer shall be true and correct in all material respects when made and shall remain true and correct in all material respects as of the date of Closing.

(ii) There shall have been no material adverse change in the condition of the Property between the Effective Date and Closing.

(iii) The condition of title to the Property shall be as required by Section 5.

(iv) SALT shall have waived its right of first refusal set forth in Appendix A of the Existing License Agreement.

(c) If any of the Conditions Precedent has not been satisfied as of Closing, then Buyer shall have the option to terminate this Agreement by delivery of written notice to Seller. In the event Buyer terminates this Agreement, the Deposit shall be returned to Buyer, and there shall be no further liability hereunder between the parties (except for any indemnities or other obligations that are specifically intended to survive the termination of this Agreement).

7. PROPERTY INSPECTION.

(a) Buyer acknowledges and agrees that, prior to the execution of this Agreement, Buyer has had a full and adequate opportunity to inspect and investigate the Property and all improvements, systems, components and conditions thereof, and to conduct such physical, structural, environmental, engineering, zoning, land use, title, survey, utility and other inspections,

investigations, tests and studies as Buyer has deemed necessary or appropriate. Buyer acknowledges that Buyer has either completed all such inspections and investigations to Buyer's satisfaction or has voluntarily elected to waive or forego the same. Accordingly, Buyer agrees to purchase and accept the Property at Closing in its **"AS IS, WHERE IS, WITH ALL FAULTS"** condition as of the date of this Agreement, subject only to Seller's express representations, warranties and covenants specifically set forth in this Agreement. Except as expressly provided in this Agreement, Seller makes no representation or warranty, express or implied, concerning the Property or its condition, including, without limitation, any representation or warranty regarding the physical or structural condition of the Property; the condition or operation of any building systems, equipment or improvements; environmental conditions; compliance with applicable laws, ordinances, codes or regulations; zoning or permitted uses; the availability or adequacy of utilities; or the suitability of the Property for Buyer's intended use.

8. RIGHTS OF THIRD PARTIES.

(a) Except for the Existing License Agreement, there are no other leases, occupancy agreements, licenses or similar agreements of any kind affecting the Property.

(b) A true and complete copy of the Existing License Agreement has been furnished by Seller to Buyer. Buyer acknowledges that it has reviewed the Existing License Agreement and the terms contained therein, specifically including, without limitation, a right of first refusal granted to SALT thereunder. The Existing License Agreement has not been amended, modified or terminated (except for any amendments delivered to Buyer pursuant to the preceding sentence). To Seller's knowledge, (i) the Existing License Agreement is presently in full force and effect without any material default thereunder by SALT; (ii) SALT has not prepaid rent by more than 30 days in advance; and (iii) SALT has not notified Seller, as landlord, in writing, of any default by Seller pursuant to the Existing License Agreement that remains uncured.

(c) **OPTIONS FOR BIDDER (Bidder to choose 1)**:

Option 1: [At or prior to Closing, Seller shall cause the Existing License Agreement to be terminated. Seller shall be responsible to refund any and all security deposits required to be held by Seller pursuant to the Existing License Agreement, and interest due thereon, if any.]

Option 2: [At Closing, Seller shall execute and deliver to Buyer an instrument (an "Assignment & Assumption Agreement"), in form and substance satisfactory to both parties, pursuant to which Seller assigns all of Seller's rights under the Existing License Agreement to Buyer and Buyer assumes all of Seller's obligations under the Existing License Agreement.]

(d) At Closing, there shall be no unpaid leasing or other commissions due or that will become due for the Existing License Agreement.

(e) After the Effective Date, Seller shall not amend the Existing License Agreement or enter into any other lease, occupancy agreement, license or similar agreement of any kind affecting the Property.

9. LEASE-BACK TO TOWNSHIP. Effective as of Closing, Buyer shall enter into a lease agreement (the "Lease Back Agreement") with Seller to permit the West Pikeland Police Department (the "Police Department") to continue to occupy a portion of the Property until the Police Department's new headquarters are ready for occupancy. The Lease Back Agreement shall be on terms and conditions acceptable to both parties, but including the following:

a. Term: the term of the Lease Back shall commence as of Closing and shall terminate upon 30 days' written notice from Seller to Buyer, but in no event shall the term end later than March 31, 2028.

b. Leased Areas: The Township shall have exclusive possession of the Police Building on the Property (as designated on Exhibit B attached hereto) and shall have the non-exclusive use of all parking located on the Property.

c. Rent: Seller shall pay Buyer monthly rent, inclusive of all utility charges, in the amount of $2,000.00 .

10. APPORTIONMENTS. Seller is exempt from real estate taxes and therefore real estate taxes will not be prorated as of Closing. Water and sewer rents, if any, shall be apportioned pro rata between Seller and Buyer as of the date of Closing using the fiscal year (or other applicable period) of the assessing authority as the basis for such apportionment. Realty transfer taxes shall be paid equally by Buyer and Seller. Seller shall pay all recording fees for documents necessary to remove existing liens. Buyer shall pay the premium for its title insurance policy, all recording fees for the Deed and Buyer financing documents, and all other related charges. Buyer and Seller each shall pay their respective attorney's fees and expenses.

11. CLOSING DELIVERIES.

(a) At Closing, Seller shall deliver or cause to be delivered to Buyer the following, in form and substance acceptable to Buyer:

(1) Deed. The Deed for the Property in recordable form conveying the Property to Buyer free and clear of all liens, claims and encumbrances except for the Permitted Exceptions.

(2) Keys. Keys to all locks located in the Property, to the extent in Seller's possession or control.

(3) Closing Statement. A duly executed Closing statement showing all prorations and closing costs.

(4) Certificate of Occupancy. A certification from the Township stating that there are no existing violations of Township building, curb and sidewalk, or fire ordinances with respect to the building within the Property, if required by the Township.

(5) Lease Back Agreement. A duly executed counterpart of the Lease Back Agreement.

(6) **[DELETE IF BIDDER ELECTS OPTION 1 IN SECTION 8(C)]** Assignment & Assumption Agreement. A duly executed counterpart of the Assignment & Assumption Agreement.

(b) At Closing, Buyer shall cause the following to be delivered to Seller:

(1) Purchase Price. The Purchase Price, plus or minus prorations, shall be delivered to the Title Company in escrow for disbursement to Seller.

(2) Closing Statement. A duly executed Closing statement showing all prorations and closing costs.

(3) Lease Back Agreement. A duly executed counterpart of the Lease Back Agreement.

(4) **[DELETE IF BIDDER ELECTS OPTION 1 IN SECTION 8(C)]** Assignment & Assumption Agreement. A duly executed counterpart of the Assignment & Assumption Agreement.

12. CASUALTY LOSS; CONDEMNATION. All risk of loss or damage to the Property by casualty of any nature prior to Closing shall be borne by Seller. If, prior to Closing, any material portion of the Property is condemned or destroyed, Buyer shall have the option of: (i) terminating this Agreement, in which event the Deposit shall be returned to Buyer and this Agreement shall be null and void and there shall be no further liability hereunder between the parties (except for any indemnities or other obligations that are specifically intended to survive the termination of this Agreement), or (ii) proceeding with Closing, in which event the entire condemnation or insurance proceeds shall be delivered to Buyer at Closing hereunder, or, if they have not yet been paid, the right to receive such proceeds shall be assigned to Buyer at Closing hereunder (and with respect to an insurance claim, Buyer shall receive a credit against the purchase price equal to Seller's deductible under the applicable insurance policy). Buyer shall exercise its option within ten (10) days after it receives written notice from Seller of any such condemnation or casualty.

13. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer that, as of the date of this Agreement:

(a) Seller holds fee simple title to the Property;

(b) Seller has the full right, power, and authority to enter into this Agreement and to perform Seller's covenants, and all necessary action to authorize the execution and delivery of this Agreement has been properly taken;

(c) Seller has received no notices relating to the Property or abutting streets from any municipal or public authority for improvements that have not been completed and paid for, and Seller has no knowledge of any condition for which such a notice could be given;

(d) Seller has not received notices asserting any violations of any federal, state, county or municipal law, code, ordinance, order, regulation or requirement affecting the Property, including, but not limited to, those relating to zoning, subdivision, environmental, building, fire and health, which remain uncorrected;

(e) Except as expressly provided in Section 8, above, there are no leases, tenancies, licenses or other rights to occupancy or use for any portion of the Property; and

(f) Except for SALT's right of first refusal, there are no existing or pending agreements of sale, options to purchase or rights of first refusal with respect to all or any portion of the Property.

14. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller that, as of the date of this Agreement:

(a) Buyer has the full right, power, and authority to enter into this Agreement and to perform Buyer's covenants; and

(b) Buyer is duly organized or formed and in good standing under the laws of the state of its incorporation, organization or formation. The undersigned is duly authorized to execute and deliver this Agreement, and all necessary action to authorize the execution and delivery of this Agreement has been properly taken.

15. DEFAULT OF SELLER. In the event that Seller's title at Closing is not as required in this Agreement, or if there has been a material breach of Seller's covenants, representations or warranties herein, Buyer, at Buyer's election, may, as its exclusive remedies: (i) terminate this Agreement, in which event the Title Company shall return the Deposit to Buyer, and the parties shall have no further rights or obligations under this Agreement; (ii) enforce this Agreement by suit for specific performance (provided that any such action for specific performance shall be brought, if at all, within thirty (30) days after the date scheduled for Closing); (iii) waive such default and accept said title and the Property in such condition as Seller can convey without abatement of price.

16. DEFAULT OF BUYER. Should Buyer violate or fail to perform any of the terms or conditions of this Agreement and as a result thereof Closing does not occur, the Deposit shall be paid to Seller as liquidated damages for such breach as Seller's exclusive remedy, this Agreement shall terminate, and there shall be no further liability hereunder between the parties (except for any liabilities or obligations which expressly survive the termination of this Agreement). Buyer and Seller agree that the damages that would be suffered by Seller in the event of a default by Buyer hereunder would be extremely difficult and impracticable to ascertain, and that the Deposit represents the reasonable estimate by the parties of the amount of the damages that Seller would suffer by reason of Buyer's default.

17. BROKERAGE. Buyer and Seller each represent and warrant to the other that it has had no dealings with any real estate brokers, agents, finders or other intermediaries in connection with the negotiation of the transaction contemplated by this Agreement except that Buyer has engaged

[insert broker name, if applicable] ("Buyer's Broker"). Neither knows of any other real estate broker, agent, finder or other intermediary who is entitled to a commission in connection with such transaction. Buyer shall pay its Broker a commission or other compensation based upon an agreement between Buyer and Broker. Seller shall reimburse Buyer for the actual payment of commissions related to this transaction to Buyer's Broker, subject to a maximum reimbursement equal to 2% of the Purchase Price. Buyer shall provide Seller with reasonable substantiation of the payment of such commissions. Except for the reimbursement obligation set forth in this Section, Seller shall have no obligation to pay commissions related to this transaction. Seller and Buyer agree to indemnify, defend and hold the other harmless of, from and against any damages, costs, claims, losses or liabilities whatsoever (including attorney's fees, expenses and court costs) arising from any breach or inaccuracy of the foregoing warranties, representations and agreements.

18. NOTICES. All notices required or desired to be given with respect to this Agreement shall be in writing and shall be deemed to have been "received" by the receiving party when (a) hand delivered to the address below, (b) one (1) business day when delivered by an overnight carrier service to the address below, or (c) if transmitted by electronic transmission, immediately upon transmission via email to the address below and shall be addressed as follows:

If intended for Buyer:

[BUYER]
[contact]
[street address]
[City, State, Zip]
[Email address]

If intended for Seller:

West Pikeland Township
Attn.: Township Manager
1645 Art School Road
Chester Springs, PA 19425
Email: manager@westpikeland.com

With a copy to:

Vincent T. Donohue
Lamb McErlane PC
24 E. Market Street
West Chester, PA 19381-0565
vdonohue@lambmcerlane.com

Notices may be given by an attorney representing the party giving such notice.

19. MISCELLANEOUS.

(a) This Agreement may not be assigned by either party without the other party's consent.

(b) This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of such provision shall not be affected thereby.

(c) This Agreement shall extend to and bind the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto.

(d) Section captions and headings are for convenience of reference only and shall not be used to construe or modify the provisions set forth in this Agreement.

(e) This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to the choice of laws or conflicts of law provisions thereof.

(f) The parties agree that this Agreement may be transmitted between them by email. The parties intend that electronically mailed signatures constitute original signatures and that an electronically mailed agreement containing the signatures (original, faxed, or electronically mailed) of all the parties is binding on the parties.

(g) This Agreement may be signed in one or more counterparts, each of which will constitute an original and all of which shall comprise the entire Agreement.

(h) Either party may waive any condition to its obligations under this Agreement and may waive any of its rights, powers and privileges under this Agreement. Failure of a party to contest or complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by a party at any time, express or implied, shall be deemed a waiver of any other matter or a consent to any subsequent similar act or omission, breach of the same or any other provision. No acceptance by a party of any partial performance or payment shall constitute an accord or satisfaction but shall only be deemed a part performance or payment on account.

(i) Time is of the essence as to all matters to be performed by the parties under this Agreement. The term "business day" means any day which is not a Saturday, Sunday, federal holiday or legal holiday in the Commonwealth of Pennsylvania. If the last day of any time period stated herein shall fall on a day which is not a business day, then the duration of such time period shall be extended so that the last day shall fall on the next succeeding day which is a business day.

[Signatures Contained on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BUYER:

[BUYER]

By:_____
Name:
Title:

SELLER:

WEST PIKELAND TOWNSHIP

By:_____
Name: _____
Title: _____

Exhibit A

Legal Description

LEGAL DESCRIPTION
LANDS OF THE NOW OR FORMER
HISTORIC YELLOW SPRINGS, INC.
5.681 ACRES
WEST PIKELAND TOWNSHIP, CHESTER COUNTY, PA

ALL THAT CERTAIN parcel of land, situate in the Township of West Pikeland, County of Chester, Commonwealth of Pennsylvania, shown on a "Plan of Property for West Pikeland Township", prepared by Edward B. Walsh & Associates, Inc., Civil Engineers & Land Surveyors, Downingtown, Pennsylvania, dated November 22, 2004, Project No. 1564-124, and being more fully described as follows:

BEGINNING at a point in the bed of Art School Road (50 feet wide) at a corner common to the northeasterly line of lands of the now of former Historic Yellow Springs, Inc. (UPI 34-1-10.2) and the southwesterly line of lands of the now of former Yellow Springs Foundation, Inc. (UPI 34-1-10) (as shown on said Plan), said point being measured South 48 degrees 49 minutes 33 seconds East 24.99 along said common line from a rebar set on the northwesterly right-of-way line of said Art School Road; thence from the point of beginning, through the bed of said Art School Road the following two (2) courses and distances:

(1) South 42 degrees 04 minutes 18 seconds West 205.05 feet to a point;
(2) South 88 degrees 36 minutes 23 seconds West 540.43 feet to a point;

thence along the easterly line of lands of the now or former 1657 Art School Road Associates, LLC and the now or former Yellow Springs Foundation, Inc. passing over a rebar found on the northerly right-of-way line of said Art School Road at a distance of 24.79 feet from the last mentioned point, North 01 degrees 23 minutes 37 seconds West a total distance of 440.00 feet to a rebar set; thence along the lands of said Yellow Springs Foundation, Inc. the following two (2) courses and distances:

(1) North 84 degrees 40 minutes 23 seconds East 339.90 feet to a rebar set;
(2) crossing a 75 foot wide Williams-Transco Gas Pipeline Right-Of-Way, South 48 degrees 49 minutes 33 seconds East passing over the aforementioned rebar set on the said northwesterly right-of-way line of Art School Road, a distance of 464.91 feet to the point and place of beginning.

CONTAINING: 5.681 Acres of land, be the same, more or less.
BEING: UPI 34-1-10.2 at the Chester County Tax Assessment Office.

Exhibit B

Aerial Image of 1645 Art School Road



PROPOSAL FORM 5
SALT Performing Arts Company License Agreement

Attached hereto, please find a copy of the SALT Performing Arts Company License Agreement with Appendix A - Building Expansion and First Amendment to Facility License Agreement and Appendix A - Building Expansion, as referenced in the Request for Bids.



SALT Agreement (2024 thru 2034) - sig



SALT Expansion Ext..pdf

Facility License Agreement

This Facility License Agreement (this "Agreement") is made effective as of January 1, 2024, through December 31, 2034, between West Pikeland Township, 1645 Art School Road, Chester Springs, Pennsylvania 19425, and SALT PA, of West Chester, Pennsylvania.

In the Agreement, the party who is granting the right to use the licensee property will be referred to as "Township," and the party who is receiving the right to use the licensed property will be referred to as "SALT PA."

The parties agree as follows:

GRANT OF LICENSE. Township owns 1645 Art School Road, Chester Springs, Pennsylvania 19425 (the "Property") which contains a Theater, Green Room, two Dressing Rooms, Lobby and Lobby Annex ("Licensed Property"). In accordance with this Agreement, Township grants SALT PA a non-exclusive license to hold and prepare for Theatrical Performances at the Licensed Property. SALT PA may not use the Licensed Property for any other purpose or business without obtaining Licensor's prior written consent. The township will maintain control of the schedule of the Meeting Room and have priority use of Meeting Room at all times. SALT will be allowed to use the Board Meeting Room for the weeks of the SALT Spring and Summer Camps during the hours of 8:00 am to 5:00 pm only so as not to interfere with municipal operations and meetings.

INCIDENTAL RIGHTS. The License includes the following incidental rights to use the Licensed Property:

Performing Arts Classes by sublicensee Stagelight, LLC, Actingantics, & Phoenix Theater

In exercising these rights, SALT PA must use reasonable care and may not unreasonably increase the burden on the Property.

SUBLICENSE. Permission for SALT PA to sublicense will be determined by Township Manager, in advance of use in their sole discretion, on a case-by-case basis. 50% of all proceeds collected by SALT PA on the Sublicense, except from Stagelight, LLC, will be paid to West Pikeland Township within seven (7) days after receipt by SALT PA.

SCHEDULE OF USE. The licensee will timely provide a schedule of all events. Schedule is to include dates, times, and specific room usage for the Licensed Property.

TAXATION. In the event the Township becomes responsible for taxes to the Licensed Property, Licensee agrees to share financial responsibility.

INSURANCE. Licensee and each sublicensee will provide to the Township, certificate of insurance naming the Township as an additional insured for general liability, premise liability, property damage and liquor liability. The insurance must be in the amount adequate to cover all loss, both contents and building structure.

PAYMENT OF LICENSE FEE. SALT PA will pay the Township a license fee of $ 68,080 per year for the term of 10 years. The license fee shall be paid in monthly installments ($5,673.35) no later than the fifth day of the month for which the license fee is applicable.

MAINTENANCE. SALT PA is responsible for hiring adequate services to clean Licensed Property. SALT PA is responsible for supplying paper goods, cleaning supplies, and cleaning equipment for Licensed Property. If SALT PA does not clean adequately and regularly, in the Township's sole discretion, SALT PA will be liable for reasonable cleaning charges. The Township shall be responsible for the public areas of the grounds maintenance, snow, and ice removal from the parking lot, and for maintaining the Property other than the Licensed Property. If maintenance, whether emergency or not, to any part of the licensed property is necessary outside of normal Township business hours the Township shall provide a solution at their convenience. If immediate service is requested, SALT PA shall contact one of the vendors on the attached list with prior permission from the Township. The Township will have a thorough code inspection prior to the agreement start date ensuring all electrical, lighting, and plumbing meets code and are in good working order. SALT will be responsible for maintaining bathrooms, lighting, and electrical in good working conditions and the expenses associated with that maintenance. No plumbing, electrical, or mechanical work will be done without the Township's prior knowledge, and the work must meet compliance standards.

UTILITIES. Township shall be responsible for providing electricity, heat, air conditioning, water and sewage disposal and trash removal. SALT PA shall be responsible for securing their own trash hauling services if current services provided by the Township are not adequate as deemed by Township. SALT PA shall be provided with a login for the Wi-Fi thermostat system for the licensed property. The temperature of the air conditioner must not be set lower than 72 or higher than 68 degrees. Removal of the login for any reason will be solely at the Township's discretion. SALT PA will be responsible for damages caused by misuse of the thermostat.

MODIFICATIONS. Unless the prior written approval of West Pikeland Township is obtained, SALT PA may not alter, modify, or change the Licensed Property in any manner except those outlined in Appendix A. **DEFAULTS.** If SALT PA fails to abide by the obligations of this Agreement, including the obligation to make a license fee payment when due and the Building requirements as provided in Appendix A, including but not limited the obligation to complete all construction by October 30, 2024, the Township shall have the right to terminate this Agreement by providing 30 days written notice to SALT PA. SALT PA shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period. Except, SALT PA shall not have the right to cure the failure to complete all construction by October 30, 2024.

INDEMNITY REGARDING USE OF LICENSED PROPERTY. To the extent permitted by law, SALT PA and sublicensees as are all groups agree to indemnify, hold harmless, and defend the Township from and against any and all damages, lawsuits, actions, losses, claims, liabilities, and expenses, including reasonable attorney fees , if any, which the Township may suffer or incur in connection with SALT PA's possession, use or misuse of the Property, unless occasioned by the Township's sole gross negligence.

[redacted]

TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party unless the prior written consent of the other party is obtained.

TERMINATION. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party. This Agreement shall terminate automatically on December 31, 2034. On or before the termination date, SALT PA shall remove all of SALT PA's personal property from the Property and shall surrender possession of the Property to Licensor in good order and repair to the satisfaction of the Township, normal wear and tear expected.

ENTIRE AGREEMENT. This Agreement including Appendix A, contains the entire agreement of the parties and there are no other promises or condition in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may only be extended, modified, or amended if the amendment is made in writing and is signed by both parties, after a vote of the Township's Board of Supervisors.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

MISCELLENOUS. SALT PA must report all concerns, issues, damages, accidents, and other pertinent information immediately. Information must be submitted on the shared document between the Township and SALT PA.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

RULES OF CONDUCT. Licensee agrees to Township Facility Rules of Conduct, attached.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Pennsylvania.

SIGNATURES. This Agreement shall be signed by Ms. Vigilante, Chair of the Board on behalf of West Pikeland Township and by Lauren McComas, Director on behalf of SALT PA.

Licensor: [redacted]

5/1/2023

West Pikeland Township
Noreen Vigilante
Supervisor

Licensee:

[redacted]

[redacted]

SALT PA
By Lauren McComas
Director

Facility Rules of Conduct

1. All groups and persons shall assume the risk of damage to the property or injury while West Pikeland Township (the "Township") facilities are in use. Any single event applicant shall provide a Certificate of Insurance for $500,000.00 coverage to the Township prior to the grant of permission for any such use. Any event serving alcoholic beverages requires the Township be provided with a Certificate of Liability Insurance naming West Pikeland Township, its staff, and elected officials as additional insured a with a minimum of $1,000,000 for liquor liability including bodily injury and property damage. Any event serving alcoholic beverages shall also show proof of all compliance with any permitting requirements of the Pennsylvania Liquor Control Board. In the case of multiple events Certificates of Insurance for General Liability Insurance of $1,000,000; Workman's Compensation; and, if appropriate, Automotive Insurance in the amount of $1,000,000.

0. All groups agree to indemnify and hold harmless the Township, its Board of Supervisors, agents, servants, and employees against any and all claims, demands, litigation and reasonable attorney's fees, arising out of the use of the Township property including claims of any participants in events, any spectator or anyone else present.

0. The Township reserves the right to cancel any event permit for violation of any of the rules and regulations governing use of the Township facilities. The Township reserves the right, and authorizes its representatives, to eject anyone who is deemed by its representatives to present him or herself in a disorderly fashion.

0. License holder agrees that a representative of the Township may be on-site during any and all events.

0. Access: Keys and Security codes for alarm system can be furnished by the Township for the event with the understanding the key and code will be retained exclusively by the individual receiving the key. When the event ends the key-holder will ensure that all doors are locked and the intrusion alarm set. Keys will be returned on the business day following the event (or last event of a series). The individual receiving the key shall be identified prior to receipt and may not delegate that responsibility without the written approval of the Township Manager.

[redacted]

0. The Township property and facilities may not be used for the sales of goods or services except food and beverage services.

0. Responsibility: The person signing the application is responsible for the following:
. Any adverse change in the condition of or damage to the facility
b. Payment for the repair of any adverse change and all damage to building, furniture, walls, floors and/or any equipment owned by the Township occurring during the use.
c. Ensuring that the facility is clean and interior lights are turned off. d. The Applicant is responsible for focusing the stage lighting (note: a lighting technician can be hired, production, audience management, and response to any emergency.
e. The Applicant is responsible for the removal of snow and ice on walkways and courtyard areas during hours other than Monday through Friday and when an event occurs on a Township recognized holiday. The Township will remove snow and ice on walkways up to, but not past, normal public entrances during normal business hours Monday through Friday as time permits.
f. Costs for janitorial services required in the event of improper cleanup. The Township staff will perform an after-event review of the facility on the next business day.
g. The building, grounds, and equipment must be left in clean and orderly condition.
h. If there is any breakage, theft or damage during the event, the licensee will be charged for the costs of the repairs or replacement.

0. Occupancy Limits: Maximum occupancy and use shall be restricted to the areas and in the numbers as determined by the Township. No function shall exceed 163 persons in the Theater; 75 in Meeting Room; 82 in Lobby; 23 in Green Room.

0. Safety: Applicant will assure that all exits remain visible and clear of any obstruction and exit signs are visible during occupancy. Should Applicant be made aware of an exit sign not operating properly, it is to be reported promptly.

0. Care of Building:
. No nails, screws, scotch tape, wire, etc., may be used to place decorations, signs, or banners in any part or any wall of the facility without prior permission.
a. No painting or application of wall treatments or changes to the facility are allowed by licensees.
b. Trash/refuse shall be placed in plastic bags provided by the facility user and removed to a Township or licensee dumpster. Food waste is to be removed immediately prior to occupancy.
c. Thermostats are set on Monday and should not be readjusted.

0. Use by Minors. Any function involving use of the facility by minors shall be properly chaperoned by adults as approved by the Township. The chaperons shall file the documents required by Township resolution 2015-09-17 at least 30 days prior to any such event. Should a person not in compliance with Resolution 2015-09-17 be performing a function regulated by that resolution, The Township reserves the right to direct them to leave the facility or close the program.

0. The following activities and actions are prohibited:

. Smoking anywhere on municipal grounds or buildings.

a. Use of alcoholic beverages without prior approval by the Township and the proper permits from the Pennsylvania Liquor Control Board, if necessary and RAMP certifications.

b. The sale or provision of alcoholic beverages without providing the Township copies of the appropriate Pennsylvania Liquor Control Board licenses or permits as required for an event allowing "bring your own alcoholic beverages."

c. Storing food anywhere in the facility.

d. Advocacy or performance of illegal or unlawful acts.

e. Noise or other activity which interferes with the normal conduct of business in the building.

f. Fog machines, bubble machines, confetti and the throwing of rice, real and artificial petals, and glitter.

g. Use candles or open flames.

h. Additional amplification equipment is not permitted without Township consent.

i. Additional signage is not permitted without written Township consent.

j. Flowers and plant containers containing water placed on any wood surface without protective under coverings.

k. No pets and/or animals inside West Pikeland Township without Township consent other than service animals.

l. The Township reserves the right to review all advertisements and marketing programs prior to publication for events within Township-owned facilities. The Township's name, images, and logos may not be used in any marketing material without the written approval by the Township Manager.

0. Fees: All groups using the Theatre at Yellow Springs will pay a security deposit as pursuant to the West Pikeland Township Schedule of Fees. The Security Deposit shall ensure West Pikeland Township the Theatre at Yellow Springs Theatre and/or Meeting Room will be maintained in a proper manner. In addition, all groups will pay a non-refundable rental fee pursuant to the West Pikeland Township Schedule of Fees duly adopted by Resolution or motion by the Board of Supervisors. In the case of Licensees applying for 25+ or 50+ use agreements at least one third of the rental fee must be provided at the time of application, two thirds of the total fee by the end of the first quarter of the license period of the application, and

[redacted]

the entire fee should be paid by the third quarter of the application or prior to the conclusion of the event (or last event for volume sublicensees). The Security Deposit must be provided prior to 30 days of the event (or first event for volume sublicensees). Fees and Security Deposits are excluded for official activities of West Pikeland Township, including public meetings and Township-sponsored activities, or use by other governmental agencies. Security Deposits for 25+ events shall be the highest deposit required over the term of the license. Said Security deposit shall be held by the Township and funds applied as permitted herein with the licensee replenishing said deposit to the defined amount within two (2) business days.

0. Any person applying for use of the facility must be at least 21 years old.

0. The Township reserves the right to accept or reject any application for use and/ or to require the services of chaperons or off-duty police officers when deemed necessary. Licensee is responsible for any fees incurred.

0. Additional hours are at the discretion of Township representatives and must be arranged prior to the event for pre-event preparation use. No event is to extend past 11:00 p.m. Time extensions for the event after the 11:00 p.m. curfew are prohibited; however, quiet clean-up work may continue after the event.

0. All musicians and or DJs are subject to approval by the Township Manager and are required to adhere to the 11:00 p.m. curfew.

0. Licensee is responsible for the actions of the entertainers, musicians and/ or DJs as well as their guests.

0. The building and grounds must be vacated by all guests within 1/2 hour following the end time listed on contract.

0. No bars or other liquid service stations will be set-up directly on hardwood floors without a waterproof covering under the bar and bartender area. Beer kegs and alcoholic beverage fountains are not permitted nor is self-service or service to minors. Bars will close 30 minutes prior to the contracted end time of the event. Licensee will be responsible for removing all unconsumed liquor at the end of event from the premises.



0. Licensee shall not assign this License or sublicense the premises without first having obtained the written consent of Township Manger. In such case Licensee remains responsible for complying with all terms and conditions within the permit

0. Licensee may utilize lined parking areas at Township facility. Parking on grass or driveways is not permitted.

0. The Township reserves the right to make any such additional rules and regulations, as may be in the public interest.

FACILITY VENDORS

Plumbing

Tim Dean Plumbing

Contact: (O) 610-942-3865 (C)) 610-308-4130

~~Swisher Plumbing~~ Swisher + Sons

Contact: (O) ~~610-269-1046~~ 610.593.5129

Electrician

Chico Electric

Contact: (O) 610-827-7324

Lightning Technologies

Contact: (O) 610-615-7300 (C) 610-952-3997

Appendix A -

BUILDING EXPANSION

Facility License Agreement, 2024-2034

SALT will fund the construction of the back wall-expansion of the theater project, replacing the existing glass wall, in its entirety and will provide, in writing, proof satisfactory to the Township of its financial capability to timely complete to all construction included under this Agreement prior to the effective date of this Agreement. SALT will complete the project's construction by October 30, 2024, utilizing Robert Linn Architects. Time is of the essence. A timeline will be established with milestones by the architects to ensure a timely completion date prior to the effective date of this Agreement.

The project will include the expansion of the theater to incorporate the back patio, as well as the build-out section of the theatre to go towards the right (towards the parking lot; still hidden from the street view) to be used as a scene shop. The extension/build-out will not inhibit the Township's office entryway. An ADA bathroom must be installed for your use in your existing or expanded area. The project must meet all zoning and building code regulations as well as fireproofing and venting of the scene shop.

SALT will have the Right of First Refusal, if and when the Township offers the Township Building, located at 1645 Art School Road for sale after a competitive bid process. The Township will have the right to reject all bids in the event that the Property is subjected to an auction or a bidding procedure.

If this agreement is terminated for whatever cause, SALT has no claim of ownership of the building.



GAD v21-31-24

FIRST AMENDMENT TO FACILITY LICENSE AGREEMENT AND APPENDIX A-BUILDING EXPANSION

WEST PIKELAND TOWNSHIP ("the Township") and SALT PA ("SALT PA" or "SALT") enter this First Amendment to Facility License Agreement and Appendix A-Building Expansion ("First Amendment") as of this 5 day of February, 2024.

WHEREAS, the Township and SALT PA entered into a Facility License Agreement ("Agreement") with an Appendix A-Building Expansion ("Appendix") effective as of January 1, 2024 through December 31, 2034, and;

WHEREAS, the construction anticipated by the Agreement and the Appendix was required to be completed by October 30, 2024, and;

WHEREAS, SALT PA has informed the Township that SALT PA will be unable to complete the construction by October 30, 2024, due to a delay of SALT PA grant funding and SALT PA has requested an amendment to the Agreement and the Appendix extending the construction completion date to June 30, 2025, and;

WHEREAS, the Township has agreed to extend the required completion date to June 30, 2025 in the First Amendment.

NOW THEREFORE, intending to be legally bound, the Township and SALT PA hereby agree to the following amendments of the Agreement and the Appendix:

1. The "**DEFAULTS"** paragraph of the Agreement shall be deleted and replaced with the following language:

   DEFAULTS. If SALT PA fails to abide by the obligations of this Agreement, including the obligation to make a license fee payment when due and the Building requirements as provided in Appendix A, including but not limited the obligation to complete all construction by June 30, 2025, the Township shall have the right to

terminate this Agreement by providing 30 days written notice to SALT PA. SALT PA shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period. Except, SALT PA shall not have the right to cure the failure to complete all construction by June 30, 2025.

2. The first paragraph of the Appendix shall be deleted and replaced with the following language:

   SALT will fund the construction of the back wall-expansion of the theater project, replacing the existing glass wall, in its entirety and will provide, in writing, proof satisfactory to the Township of its financial capability to timely complete to all construction included under this Agreement prior to the effective date of this Agreement. SALT will complete the project's construction by June 30, 2025, utilizing Robert Linn Architects. Time is of the essence. A timeline will be established with milestones by the architects to ensure a timely completion date prior to the effective date of this Agreement.

3. SALT PA shall request no further extensions of the construction completion date and the Township will grant no further extensions of the construction completion date.

4. This First Amendment shall not become effective until SALT PA, at its sole expense, satisfies the following two conditions:

   a. SALT shall have a structural engineer inspect the rear glass wall for safety and stability to determine whether the rear glass wall will remain structurally sound during the period of the extension;

   b. In the event the structural engineer determines that the rear glass wall is at risk of not remaining structurally sound during the period of the extension or is at risk of further deterioration or damage, SALT PA will construct a temporary wall to assure the safety of the wall and the surrounding area.

5. If the rear glass wall actually suffers any damage during the period of the extension, SALT PA will repair the damage and construct a temporary wall to assure the safety of the wall and the surrounding area at its sole expense.
6. All other provisions of the Agreement and Appendix remain unchanged.

Licensor:
[redacted]
West Pikeland Township
Noreen Vigilante
Board Chair
Date: 2/6/2024

Licensee:
[redacted]
SALT PA
Lauren McComas
Director
Date: 2-6-24