

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: Lease Agreement

FOR AGENDA: 12/27/2023

DEPT OF ORIGIN: Village Manager

BILL #165-2023

DATE SUBMITTED: 12/12/2023

EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION:
REQUIRED:

Resolution to authorize the Village Manager to renew Hot House Lease Agreement

MOVED BY: Catillaz SECONDED BY: Scollin

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

yes

TRUSTEE CATILLAZ

yes

TRUSTEE SCOLLIN

yes

TRUSTEE SHAPIRO

yes



LEASE AGREEMENT

between

the VILLAGE OF SARANAC LAKE

and

TODD HOFFNAGLE

For Lease of Saranac Lake Hot House

LEASE AGREEMENT

THIS AGREEMENT, made this 1 day of January, 2024,

BY AND BETWEEN:

Todd Hoffnagle of , 6187 St. Rt. 30, Lake Clear, NY 12945 (“Lessee”) and

VILLAGE OF SARANAC LAKE, INC., a New York municipal corporation, 39 Main Street, Saranac Lake, New York 12983 (“Lessor”)

WITNESSETH

1. **Lessor agrees to lease** to Lessee the Hot House nursery facilities located at 33 Petrova Ave., Saranac Lake, NY (referred to herein as the “Premises”). Lessee accepts said Premises in “as is” condition and agrees to the Lease terms set out herein.
2. **Leased Premises:** The Premises shall include access to the Main Nursery Structure, three attached Green Houses, associated Small Storage Sheds, and existing Parking Area. The Lessee shall observe all future Right of Way agreements between the Village of Saranac Lake and any other parties named. There will be no access granted to the former Pius X High School Building or associated garages.
3. **Lease Term:** The term of this lease shall be from the 1st day of January, 2024, through 12/31/24. Lessee may have the option to extend the lease term if authorized by the Village of Saranac Lake. The Lessee expressly acknowledges and agrees that the Premises subject to this lease are currently owned by the Village of Saranac Lake., and that the Lessor (Village of Saranac Lake) intends to execute a contract to purchase the Premises from the Village of Saranac Lake.
4. **Rent:** The base rent under this lease shall be \$1,000.00 per month, and the first day of each month thereafter. Any partial month shall be prorated for the time period covered.
5. **Maintenance:** Lessee shall be responsible for maintenance, snow removal, and overall upkeep of the Premises. Lessee agrees to pay the electrical costs of usage for the Premises (determined by either a metering device or 75% of total property bill). Lessee agrees to pay 75% of total Water/Sewer bill for the Premises. Lessee shall have in their name, and be financially responsible for all other utilities, including but not limited to, Heating Fuel, Internet, and Phone.
8. **Indemnification:** Lessee shall fully indemnify and save harmless Lessor, its agents and employees from and against any and all actions, suits, damages, costs, charges, and expense for personal injury and/or property damage arising from the use and lease of the subject premises by Lessee, including all defense costs and reasonable attorney’s fees.
9. **Insurance:** Lessee shall procure and maintain liability insurance for personal injury or property damage with minimum of \$1 million per occurrence, \$2 million aggregate and naming Lessor as additional insured.
10. **Sub-let:** Lessee may not sublet the entirety of the leased Premises except upon the written permission of Lessor.

11. **Inspection:** Lessor may enter the leased Premises, for the purpose of inspecting the leased Premises, on reasonable advance notice to Lessee.
12. **Notices:** Any notices or communications under this Lease shall be personally delivered or mailed by certified mail return receipt requested to the addresses set forth above.
13. **Assignment:** Neither Party may assign any rights or obligations under this Lease without the written approval of the other party.
14. **Amendments:** This Agreement is the complete agreement of the parties, and may only be amended by a writing signed by both parties.
15. **Governing Law:** This Agreement shall be governed by the laws of the State of New York.

[remainder of page intentionally left blank]

FOR: Todd Hoffnagle

BY: _____
ITS: Business Owner

FOR: VILLAGE OF SARANAC LAKE

BY: _____
ITS: Village manager