

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

SUBJECT: Renegotiate lease agreement

DATE: 11-14-2022

DEPT OF ORIGIN: Mayor Williams

BILL # 166-2022

DATE SUBMITTED: 11-9-2022

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED

AMOUNT  
BUDGETED

APPROPRIATION  
REQUIRED:

Resolution to authorize the Village Manager to renegotiate lease agreement with Citizens Advocate

MOVED BY: Scollin      SECONDED BY: Brunette

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

yes

TRUSTEE CATILLAZ

yes

TRUSTEE SCOLLIN

yes

TRUSTEE SHAPIRO

yes

**RESOLUTION TO AUTHORIZE THE VILLAGE MANAGER TO  
RENEGOTIATE LEASE AGREEMENT WITH CITIZENS ADVOCATES FOR 3  
MAIN STREET**

WHEREAS, a lease agreement currently exists between the Village of Saranac Lake and Citizens Advocates at 3 main street, and,

WHEREAS, the current lease agreement states Citizen Advocates pays rent on a per square foot basis for one office on the 3<sup>rd</sup> floor of 3 Main street, and,

WHEREAS, the amended terms of the agreement include a month-to-month lease with Citizen Advocates and the rent amount per month is \$2500.00 for the entire 3<sup>rd</sup> floor office space, and,

WHEREAS, Citizen Advocacy has reviewed the terms and is interested in renting the entire 3<sup>rd</sup> floor office space.

NOW, THEREFORE BE IT RESOLVED, The Village Board of Saranac Lake authorizes the Village Manager to renegotiate the current rental agreement with Citizen Advocacy for the office space of 3 Main St.

**LEASE AGREEMENT**

**between**

**VILLAGE OF SARANAC LAKE**

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**and**

**CITIZEN ADVOCATES, INC.**

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For lease of certain premises known as:

3<sup>rd</sup> Floor and Common Space  
3 Main Street  
Saranac Lake, New York 12983

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## LEASE

THIS LEASE (the "Lease") is made as of Nov. 15, 2022 (the "Effective Date"), by and between the Village of Saranac Lake, a municipality, organized under the laws of the State of New York ("Landlord"), and Citizen Advocates, Inc., a not-for-profit corporation organized under the laws of the State of New York ("Tenant").

### ARTICLE 1: LEASE OF PREMISES

1.01. For and in consideration of the Rent and the covenants, conditions, and agreements herein reserved, mentioned and contained on the part of Tenant to be paid, kept and performed, Landlord hereby leases to Tenant, and Tenant hereby accepts and hires from Landlord, the Leased Premises (as hereinafter defined), subject to the terms, conditions, and agreements herein expressed, in "AS IS/WHERE IS" condition.

### ARTICLE 2: TERMS AND DEFINITIONS

2.01. The following terms and definitions shall be applied uniformly throughout this Lease:

A. "Building" shall mean the Village of Saranac Lake's office building located at 3 Main Street, located in the Village of Saranac Lake, County of Franklin, State of New York.

B. "Common Area" shall mean the interior and exterior areas and facilities within the Building which are by nature not leasable to a tenant. Common Areas shall include but shall not be limited to all parking areas and facilities, roadways, driveways, entrances and exits, truck service ways and tunnels, utilities, retaining and exterior walls, sidewalks, outside courts, landscaped and planted areas, stairways, service corridors, service areas, loading docks, hallways, public restrooms, community rooms or areas, canopies covering Common Areas, equipment, signs and any special services provided by Landlord for the common or joint use and benefit of all tenants in the Building, their employees, customers and invitees.

C. "Effective Date" shall mean November 15, 2022

D. "Environmental Damages" shall have the meaning set forth in Section 19.01(C).

E. "Environmental Laws" shall have the meaning set forth in Section 19.01(B).

F. "Hazardous Material" shall have the meaning set forth in Section 19.01(A).

G. "Lease Commencement Date" shall mean November 15, 2022

H. "Lease Expiration Date" shall mean the last day of the full calendar month following the Lease Commencement Date.

I. "Lease Year" shall mean the period of twelve (12) months beginning with the Lease Commencement Date or any anniversary thereof, unless such date shall be other than the

I. "Leased Premises" shall mean the space in the 3rd floor of the Building floor plan consisting of 2,457 Square Footage with the right to use in common with the other tenants of the Building, corridors, elevators, stairways, restrooms, lobbies, and all other common and service areas of the Building intended for such use on the date hereof, plus parking as defined in Article 30 herein.

J. "Permitted Use" shall mean professional office use.

K. "Rent" shall have the meaning set forth in Section 3.01

L. "Term" shall mean the period of one year commencing on the Lease

M. "Termination" shall mean the ending of the lease contract, which can occur at the end of the lease or earlier, providing a 30 day notice by either party.

Commencement Date and ending with the Lease Expiration Date. The Lease Commencement Date, Lease Expiration Date, and the Term may be extended pursuant to Article 21 hereof.

### **ARTICLE 3: RENT**

3.01. During the Term Tenant covenants to pay to Landlord Rent in the amount of \$2,500.00 per month of Leased Premises. For Renewal Terms pursuant to Article 21 of this Lease, Tenant covenants to pay to Landlord Rent on a Month to Month basis. Tenant shall pay each monthly installment of Rent in advance on or before the first calendar day of each month. Tenant shall pay all Rent to Landlord at the place specified in Article 22 hereof for the giving of notice, or at such other place as to which Landlord may hereafter give notice to Tenant. If Tenant fails to make any payment of Rent within five (5) business days after receipt of written notice from Landlord that payment is due, then Tenant shall pay a late charge of ten (10) percent of the amount of the payment per month from the date when due. Such late charge shall be paid with the next monthly installment of Rent. Such late charge shall be in addition to, and not in lieu of, all other rights and remedies provided to Landlord in this Lease. All Rent shall be paid to Landlord without notice, demand, counterclaim, set-off, deduction or defense, and nothing shall suspend, deter, diminish, abate or reduce any Rent except as otherwise specifically provided in this Lease.

#### **ARTICLE 4: POSSESSION**

4.01. Subject to the terms and conditions herein, Tenant shall be given possession of the Leased Premises on the Lease Commencement Date.

4.02 Landlord reserves the area beneath and above the Leased Premises, as well as the exterior thereof, together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Leased Premises. Such reservation in no way affects the maintenance obligations imposed herein. Landlord further reserves the right to change the name and/or address of the Building.

4.03 At least three (3) months prior to expiration of the Term of the Lease Tenant shall provide Landlord written notice of whether or not it intends to renew the Lease pursuant to Article 21 hereof. If Tenant fails to provide such notice, Tenant's Renewal Options shall automatically terminate.

#### **ARTICLE 5: SERVICES AND UTILITIES**

5.01. Landlord shall pay for all utilities used by Tenant at the Leased Premises, including, but not limited to, all heating, ventilating, water and electricity.

5.02. Tenant shall be responsible for all services including telephone, internet, cleaning of the Leased Premises and garbage removal.

#### **ARTICLE 6: USE**

6.01. Tenant agrees to:

(A) Use the Leased Premises for the Permitted Use and for no other purpose, unless expressly authorized in writing by Landlord.

(B) Use the Leased Premises in compliance with all laws, ordinances, regulations or rules applicable to the Leased Premises and all requirements of the carriers of insurance covering the Building.

(C) Not do or permit anything to be done in or about the Leased Premises or bring or keep anything in the Leased Premises that may unreasonably increase Landlord's fire and extended coverage insurance premium, damage the Building, constitute waste, constitute an immoral purpose, or be a nuisance, public or private, or menace or other disturbance to tenants of adjoining premises or anyone else, and

(D) Observe, perform and abide by all reasonable rules and regulations promulgated by Landlord from time-to-time and provided to Tenant in writing.

(E) Tenant covenants and agrees: (i) not to strip or overload, damage or deface the Premises, hallways, stairways, elevators, parking facilities or other public areas of the Building, or

the fixtures therein or used therewith, nor to permit any hole to be made in any of the same; (ii) not to suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, noisy, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Building, or which may render any increased or extra premium payable for such insurance, or which shall be contrary to any law or ordinance, rule or regulation from time to time established by any public authority; (iii) not to move any furniture or equipment into or out of the Premises except at such times and in such manner as Landlord may from time to time designate; (iv) not to place upon the interior or exterior of the Building, or any window or any part thereof or door of the Premises, any placard, sign, lettering, window covering or drapes, except such and in such place and manner as shall have been first approved in writing by Landlord and to use building standard signage on its suite entry door, which shall be installed at Tenant's cost; (v) to park vehicles only in the area from time to time designated by Landlord; (vi) to conform to all rules and regulations from time to time established by the appropriate insurance rating organization and to all rules and regulations from time to time established by Landlord; and (vii) to be responsible for the cost of removal of Tenant's bulk trash during occupancy and move-out.

#### ARTICLE 7: ALTERATIONS AND INSTALLATIONS

7.01. Tenant shall make no alterations, installations, additions or improvements in or to the Leased Premises without Landlord's prior written consent. All such work, alterations, installations, additions and improvements shall be done at Tenant's sole expense during normal business hours or otherwise and in such manner as Landlord may from time-to-time reasonably designate.

7.02. Tenant's extra work and any future work in the Leased Premises shall be done solely in accordance with plans and specifications first approved in writing by Landlord. Landlord will not unreasonably withhold or delay its consent to requests for nonstructural alterations, additions and improvements (provided they will not unreasonably interfere with Landlord's work or the operation of the Building or affect the outside of the Building or adversely affect its structure, electrical, HVAC, plumbing or mechanical systems). Landlord's consent to an alteration or improvement shall not constitute a representation or warranty as to the efficiency or legal compliance of same.

Any such approved alterations and improvements shall be performed in accordance with the foregoing and the following provisions of this Article 7.

1. All work shall be done in a good and workmanlike manner.

2. (a) Any contractor employed by Tenant to perform any work permitted by this Lease, and all of its subcontractors shall be approved of in writing by the Landlord and shall agree to employ only such labor as will not result in jurisdictional disputes or strikes or cause disharmony with other workers employed at the Building. Tenant will inform Landlord in writing of the names of any contractor or subcontractors Tenant proposes to use in the Leased Premises at least thirty (30) days prior to the beginning of work by such contractor or subcontractors, (b) Tenant covenants and agrees to pay to the contractor, as the work progresses and in accordance with any



agreement entered into by Tenant and such contractor, the entire cost of supplying the materials and performing the work shown on Tenant's approved plans and specifications.

3. All such alterations shall be performed in compliance with all Legal Requirements (as defined in Article 9 hereof) including, without limitation, those imposed by the Occupational Safety and Health Administration.

4. Tenant shall keep the Building and the Leased Premises free and clear of all liens for any work or material claimed to have been furnished to Tenant or to the Leased Premises on Tenant's behalf, and all work to be performed by Tenant shall be done in a manner which will not unreasonably interfere with or disturb other tenants or occupants of the Building.

5. During the progress of the work to be done by Tenant, the work shall be subject to inspection by representatives of Landlord who, upon reasonable notice to Tenant, shall be permitted access and the opportunity to inspect, at all reasonable times, but this provision shall not in any way whatsoever create any obligation on Landlord to conduct such an inspection.

6. With respect to alteration or improvement work, performed by Landlord at the written request of Tenant, Tenant agrees to pay to Landlord, as Additional Rent, promptly upon being billed therefor, time and materials expenses in connection with such work.

7. Prior to commencement of any work, Tenant or Tenant's contractor shall furnish to Landlord certificates evidencing the existence of:

(a) Workman's compensation insurance covering all persons employed for such work;  
and

(b) Comprehensive general liability and property damage insurance naming Landlord, its designees and Tenant as additional insureds, with coverage of at least two million (\$2,000,000) dollars single limit. Such insurance shall be placed with solvent and responsible insurance companies reasonably satisfactory to Landlord and licensed to do business in the State of New York, and the policies thereof shall provide that they may not be cancelled without thirty (30) days prior written notice to Landlord, and its designees.

8. Movement of all men and materials shall only be done at the direction and at the times, and in the manner designated by Landlord.

9. As a condition to approval of any alterations or improvements by Tenant, Landlord may require performance and labor and materialmen's bonds issued by a surety approved of by Landlord, in a sum equal to the cost of the alterations and improvements; guarantying the completion of the work free and clear of all liens and other charges. The cost of such bonds shall be the responsibility of the Tenant and such bonds shall name the Landlord as beneficiary.

10. All alterations and improvements must be performed in a manner such that there will be no interference with the quiet enjoyment of other premises by the Landlord or other tenants in the Building.

7.03. No improvements estimated to cost more than Twenty-Five Thousand (\$25,000) Dollars (as estimated by Landlord's architect or engineer or general contractor) shall be undertaken (i) except under the supervision of a licensed architect or licensed professional engineer reasonably satisfactory to Landlord, (ii) except after at least thirty (30) days prior written notice to Landlord and (iii) Landlord may require reasonable security or proof of financial responsibility in the form of an undertaking.

7.04. All alterations, installations, additions and improvements made and installed by Tenant, or at Tenant's expense, upon or in the Leased Premises which are of a permanent nature and which cannot be removed without damage to the Leased Premises or Building shall become and be the property of Landlord, and shall remain upon and be surrendered with the Leased Premises as a part thereof at the Lease Expiration Date, except that Landlord shall have the right at any time up to two (2) months prior to the Lease Expiration Date to serve notice upon Tenant that any of such alterations, installations, additions and improvements shall be removed and, in the event of service of such notice, Tenant will, at Tenant's own cost and expense, remove the same in accordance with such request, and restore the Leased Premises and Building to its original condition, ordinary wear and tear excepted. This obligation shall survive any termination of this Lease.

7.05. Where furnished by or at the expense of Tenant all furniture, furnishings and trade fixtures, including without limitation, murals, business machines and equipment, counters, screens, grille work, partitions, metal railings, free standing lighting fixtures and equipment, and any other movable property shall be the property of Tenant, which shall be responsible for their removal by no later than the Lease Expiration Date. Any such property which Tenant does not remove shall be deemed abandoned by Tenant and thereupon the same shall become the property of Landlord or removed as provided in Section 7.06, at Landlord's sole option.

7.06. If any alterations, installations, additions, improvements or other property which Tenant has the responsibility to remove as provided in Sections 7.04 and 7.05 hereof (herein in this Section 7.06 called the "property") are not removed on or prior to the Lease Expiration Date, Landlord shall have the right to remove the property and to dispose of the same and at the sole cost and expense of Tenant. In case of any damage to the Leased Premises or the Building resulting from the removal of the property, Tenant shall repair such damage or, in default thereof, shall reimburse Landlord for Landlord's reasonable cost in repairing such damage. This obligation shall survive any termination of this Lease.

#### **ARTICLE 8: REPAIRS AND MAINTENANCE**

8.01. Tenant shall, at its sole cost and expense, make such repairs to the Leased Premises and the fixtures and appurtenances therein as are necessitated by the negligence of Tenant or by the use of the Leased Premises in a manner contrary to the Permitted Use. Except as otherwise provided herein, all damage or injury to the Leased Premises and to its fixtures, appurtenances and equipment caused by Tenant moving property in or out of the Building or by installation or removal of furniture, fixtures or other property, shall be repaired, restored or replaced promptly by Tenant at its sole cost and expense, which repairs, restorations and replacements shall be in

quality and class equal to the original work or installations. If Tenant fails to make such repairs, restoration or replacements, same may be made by Landlord at the expense of Tenant and such expense shall be collectible and shall be paid by Tenant within thirty (30) days after rendition of the bill therefor by the Landlord. In no event, however, shall Tenant be responsible for repairs or maintenance necessary due to the Landlord's, its agents', contractors' or employees' negligence.

The exterior walls and roof of the Building, the HVAC system, heating system, electric system, plumbing system and the portions of any windowsills outside the windows and the windows are not part of the Leased Premises and Landlord reserves all rights to such parts of the Building, and Tenant shall have no responsibility for the repair or maintenance of same, unless due solely to Tenants, its agents; or employees' negligence, or willful misconduct.

8.02. Business machines and mechanical equipment used by Tenant which cause vibration, noise, cold or heat that may be transmitted to the Building structure or to any leased space to such a degree as to be objectionable to Landlord or to any other tenant in the Building, shall be placed and maintained by Tenant at its expense in settings of cork, rubber or spring type vibration eliminators sufficient to absorb and prevent such vibration or noise, or prevent transmission of such cold or heat. The parties hereto recognize that the operation of elevators and heating equipment will cause some vibration, noise or heat which may be transmitted to other parts of the Building and Leased Premises. Landlord shall be under no obligation to endeavor to reduce such vibration, noise or heat beyond what is customary in current good building practice for buildings of the same type as the Building.

8.03. Except as otherwise specifically provided in this Lease, there shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from the making of any repairs, alterations, additions or improvements in or to any portion of the Building or the Leased Premises or in or to fixtures, appurtenances or equipment thereof. Landlord shall exercise reasonable diligence so as to minimize any interference with Tenant's business operations, but shall not be required to perform the same on an overtime or premium pay basis.

8.04 Landlord shall be responsible for the routine repairs and maintenance of the Building and Leased Premises, other than those due to Tenant's negligence pursuant to Section 8.01 above. Landlord shall have no obligation to perform any repairs or maintenance at overtime or premium rates.

8.05. If any portion of the Leased Premises or the Building, the repair and maintenance of which would, under the terms and conditions of this Lease, be the obligation of Landlord, shall fall into a state of disrepair or become damaged or destroyed through the negligence, carelessness or misconduct of the Tenant, its agents, employees or anyone permitted by it in the Leased Premises, the cost of the necessary repairs or maintenance shall be borne by the Tenant and collectible by the Landlord and shall be paid by Tenant within thirty (30) days after rendition of the bill therefor by the Landlord.

8.06. It is agreed that the temporary interruption or failure of any of the Landlord's services shall not constitute an eviction or disturbance of Tenant's use and possession of the Premises or a

breach by Landlord of any of its obligations hereunder, that Landlord shall not by reason thereof be liable for damages, and Tenant shall not thereby be relieved of any of its obligations hereunder. Landlord agrees that it shall in all instances exercise best efforts to restore any service which shall be interrupted provided, however, if such interruption or failure is caused solely by Landlord, its agents, employees or contracting parties, and continues for a period of three (3) days, and if Tenant's space is completely untenable, Tenant's rent shall abate from the time of such interruption or failure until such interruption or failure is fixed.

#### **ARTICLE 9: REQUIREMENTS OF LAW**

9.01. Landlord and Tenant shall comply with all applicable Legal Requirements, which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Leased Premises, or the use or occupation thereof. "Legal Requirements" shall mean all laws, rules and regulations of any Governmental Authority having jurisdiction over the Leased Premises or Building. Without limitation, Landlord and Tenant, with respect to any alterations made by Tenant, shall comply with the requirements of (a) the Occupational Safety and Health Act (and all regulations promulgated thereunder), and (b), the Americans with Disabilities Act (and all regulations promulgated thereunder), as the same may be amended from time-to-time (collectively, the "Act"). The Act may require, among other things, that Tenant's alterations to the Leased Premises be designed to remove architectural barriers so that the Leased Premises will be readily accessible to people with disabilities, on the same basis, as the Leased Premises are accessible to those without such disabilities. The foregoing obligation of Tenant shall not, however, permit Tenant to make, without Landlord's prior written approval, any alterations to the Leased Premises which otherwise would require Landlord's approval under this Lease, and Tenant shall comply with all of the requirements of this Lease in making in making any such alterations.

9.02. Tenant shall give prompt written notice to Landlord of any violation of any Legal Requirement.

#### **ARTICLE 10: INSURANCE, LOSS, REIMBURSEMENT, LIABILITY**

10.01. Tenant shall not do or permit to be done any act or thing upon the Leased Premises, which will invalidate or be in conflict with New York standard fire insurance policies covering the Building, and fixtures and property therein, *copies of which shall be provided to Tenant prior to the Lease Commencement Date*, or which would increase the rate of fire insurance applicable to the Building to an amount higher than it otherwise would be; and Tenant shall neither knowingly do nor permit to be done any act or thing upon the Leased Premises which shall or might subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on within the Leased Premises; but nothing in this Section 10.01 shall prevent Tenant's Use of the Leased Premises for the purposes stated in Article 8 hereof.

10.02. If, as a result of any act or omission by Tenant or violation of this Lease, the rate of fire insurance applicable to the Building shall be increased to an amount higher than it otherwise would be, Tenant shall reimburse Landlord for all increases of Landlord's fire insurance

premiums so caused; such reimbursement within thirty (30) days after demand therefore by Landlord.

In any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make-up" of rates for the Building or Leased Premises issued by the body making fire insurance rates for the Leased Premises, shall be presumptive evidence of the facts stated therein including the items and charges taken into consideration in fixing the fire insurance rate then applicable to the Leased Premises.

10.03. Landlord or its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Building, or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, unless any of the foregoing shall be caused by or due in whole or in part to the negligence or willful misconduct of Landlord, its agents, servants or employees.

10.04. Tenant shall reimburse Landlord for all expenses, damages or fines incurred or suffered by Landlord, by reason of any breach, violation or non-performance by Tenant, or its agents, servants or employees, of any covenant or provision of this Lease, or by reason of damage to persons or property caused by moving property of or for Tenant in or out of the Building, or by the installation or removal of furniture or other property of or for Tenant, or by reason of or arising out of the, negligence or willful misconduct of Tenant, or its agents, servants or employees, in the occupancy of the Leased Premises. Landlord shall reimburse Tenant for all expenses, damages or fines incurred or suffered by Tenant, by reason of any breach, violation or non-performance by Landlord, or its agents, servants or employees, of any covenant or provision of this Lease, or by reason of or arising out of the, negligence or willful misconduct of Landlord, or its agents, servants or employees, during Tenant's occupancy of the Leased Premises.

10.05. Tenant shall give Landlord notice in case of fire or accidents in the Leased Premises promptly after Tenant is aware of such event.

10.06. (a) Tenant and Landlord agree that they will, at their respective sole cost and expense, include in their fire insurance policies appropriate clauses pursuant to which the insurance companies (i) waive all right of subrogation against the other party and any tenant of space in the Building with respect to losses payable under such policies and (ii) agree that such policies shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses covered by such policies.

(b) Provided that Landlord's right of full recovery under its fire insurance policies is not adversely affected or prejudiced thereby, Landlord hereby waives any and all right of recovery which it might otherwise have against Tenant, its servants, agents and employees, for loss or damage occurring to the Building and the fixtures, appurtenances and equipment therein, to the extent the same is covered by Landlord's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Tenant, its servants, agents or employees. Tenant hereby waives any and all right of recovery which it might otherwise have against Landlord, its servants, and employees, and against every other tenant in the Building who shall have executed

a similar waiver as set forth in this Section 10.06 for loss or damage to, Tenant's furniture, furnishings, fixtures and other property removable by Tenant under the provisions hereof to the extent that same is covered by Tenant's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Landlord, its servants, agents or employees, or such other tenant and the servants, agents or employees thereof.

10.07. Tenant covenants and agrees to provide at its expense on or before the Lease Commencement Date and to keep in force during the Term naming Landlord as an additional insured party a comprehensive general liability insurance policy including blanket contractual liability coverage protecting Landlord and Tenant against any liability whatsoever, occasioned by any occurrence on or about the Leased Premises or any appurtenances thereto. Such policy is to be written by good and solvent insurance companies licensed to do business in the State of New York satisfactory to Landlord, and shall be in such limits as Landlord may reasonably require. **As of the date of this Lease, Landlord reasonably requires limits of liability thereunder of not less than two million (\$2,000,000.00) dollars per occurrence for bodily or personal injury (including death) and in the amount of one million (\$1,000,000.00) dollars per occurrence in respect of property damage.** Such insurance may be carried under a blanket policy covering the Leased Premises and other locations of Tenant, if any, provided that each such policy shall in all respects, comply with this Article and shall specify that the portion of the total coverage of such policy that is allocated to the Leased Premises is in the amounts required pursuant to this Section 12.08. Prior to the time such insurance is first required to be carried by Tenant and thereafter, Tenant agrees to deliver to Landlord a duplicate original of the aforesaid policy. Said duplicate policy shall contain an endorsement that such insurance may not be cancelled except upon ninety (90) days prior notice to Landlord. Such duplicate policy shall also have the indemnity clause typed on the certificate evidencing that the "hold harmless" clause has been insured. Tenant's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder entitling Landlord to exercise any or all of the remedies provided in this Lease in the event of Tenant's default. Notwithstanding anything to the contrary contained in this Lease, the carrying of insurance by Tenant in compliance with this Section shall not modify, reduce, limit or impair Tenant's obligations and liability hereunder.

10.08 To the fullest extent permitted by law, Tenant will indemnify and hold harmless the Landlord from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Tenant, its officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for Tenant, except these claims, suits, liens, judgments, damages, losses and expenses caused by the negligence of Landlord. Tenant will defend and bear all costs of defending any actions or proceedings brought against the Landlord arising in whole or in part out of any such acts, omission, breach or default. The foregoing indemnity shall include injury or death of any employee of the Tenant or any of its subcontractors and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable workers compensation, disability benefits or other similar employees benefit act. The Tenant hereby expressly permits the Landlord to pursue and assert claims against the Landlord for indemnity,

contribution and common law negligence arising out of claims for damages for death and personal injury.

10.09 The Tenant waives all rights against the Landlord for damages caused by fire or other causes of loss. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

#### **ARTICLE 11: DAMAGE BY FIRE OR OTHER CAUSE**

11.01. If the Building or the Leased Premises shall be partially or totally damaged or destroyed by fire or other cause (and if this Lease shall not have been terminated as in this Article 11 hereinafter provided), Landlord shall repair the damage and restore and rebuild the Building and/or the Leased Premises, at its own expense with reasonable dispatch after notice to it of the damage or destruction.

11.02. If the Building or the Leased Premises shall be damaged or destroyed by fire or other cause, then unless such fire or damage shall have resulted from the negligence of Tenant or its officers, contractors, licensees, agents, employees, guests, invitees or visitors, the Rent payable hereunder shall be abated to the extent that the Leased Premises shall have been rendered untenable for the period from the date of such damage or destruction to the date the damage shall be repaired or restored; provided, however, that should Tenant re-occupy a portion of the Leased Premises during the period the restoration work is taking place and prior to the date that the whole of the Leased Premises are made tenable, Base Rent and Additional Rents allocable to such portion shall be payable by Tenant from the date of such re-occupancy.

11.03. If the Building shall be so damaged or destroyed by fire or other cause (whether or not the Leased Premises are damaged or destroyed) as to require a reasonably estimated expenditure made by Landlord or a reputable contractor designated by Landlord of more than seventy-five (75) percent of the full insurance value of the Building immediately prior to the casualty, then Landlord or Tenant may terminate this Lease by giving the other party notice to such effect within thirty (30) days after the date of the casualty. In case of any damage or destruction mentioned in this Article 11 which Landlord is required to repair and restore, Tenant may also terminate this Lease by notice to Landlord if Landlord has not completed the making of the required repairs and restorations within six (6) months after the date of such damage or destruction, or within such period after such date (not exceeding nine (9) months) as shall equal the aggregate period Landlord may have been delayed in doing so by adjustment of insurance, labor trouble, governmental controls, act of God, or any other cause beyond Landlord's reasonable control.

11.04. Any recovery by Tenant for damages, compensation, claim for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Leased Premises or of the Building pursuant to Article 11, shall be limited to only that portion covered by applicable insurance coverage.

11.05. Landlord will not carry separate insurance of any kind on Tenant's property (including, without limitation, any property of Tenant which shall become the property of Landlord as provided in Article 9 hereof), and, except as provided by law, Landlord shall not be obligated to repair any damage thereto or replace or clean the same, or any other decorations, installations, equipment or fixtures installed by or for Tenant at Tenant's expense. Tenant shall maintain such fire and casualty insurance as it deems advisable.

11.06. The provisions of this Article 11 shall be considered an express agreement governing any cause of damage or destruction of the Leased Premises by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, providing for such a contingency in the absence of an express agreement, and any other law of like import, now or hereafter in force, shall have no application in such case.

#### **ARTICLE 12: ASSIGNMENT AND SUBLETTING**

12.01. Tenant shall not assign (including, without limitation, assignment by operation of law), sublet, devise or suffer any other person to occupy or use the Leased Premises, in whole or in part, all or any part of the Leased Premises, without the prior written consent of Landlord.

12.02. With respect to assignments requiring Landlord's consent, Landlord shall not be deemed to have acted unreasonably with respect to the denial of any request for consent if (i) the proposed assignee or sublessee is not of substantial and recognized financial responsibility, reasonably satisfactory to Landlord, unless (a) Tenant agrees to remain liable on the Lease for the remainder of the Term, including any renewal option, or (b) Tenant provides a guaranty to Landlord. Tenant shall, at the time Tenant requests consent of Landlord, deliver to Landlord such information in writing as Landlord may reasonably require respecting the proposed assignee or subtenant including, without limitation, the name, address, nature of business, ownership, financial responsibility and standing of such proposed assignee or subtenant and the terms of the proposed assignment or subletting, and Landlord shall have twenty (20) days after receipt of all required information to elect one of the following: (i) consent to such proposed assignment or sublease; (ii) refuse such consent; or (iii) elect to terminate this Lease or in a partial sublease, terminate this Lease as to the portion of the Leased Premises proposed to be sublet, which, in both instances, Tenant remains liable for the remainder of the Lease. If Landlord elects to exercise its right to terminate this Lease or a portion thereof under a proposed assignment or subletting, Tenant shall have the right to withdraw its request for Landlord's consent, in which event Landlord's termination notice shall be null and void and the Lease shall remain in full force and effect. No subletting by Tenant shall relieve Tenant of any obligation under this Lease, including Tenant's obligation to pay Rent. An assignment of this Lease shall result in Tenant being fully released from any and all liability accruing subsequent to the assignment. Any purported assignment or subletting contrary to the provisions hereof without consent shall be void. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.



12.03 Landlord may, as a reasonable condition to giving Landlord's consent to any assignment or subletting (which condition Tenant agrees and acknowledges is reasonable), at Landlord's option, increase the amount of rent under this Agreement.

#### ARTICLE 13: DEFAULT

13.01. If Tenant shall default in the payment of Rent and such default shall continue for ten (10) days after notice that such has not been paid when due, or if default be made in the performance of any of the other covenants and agreements in this Lease contained on the part of Tenant to be kept and performed for thirty (30) days after notice, Landlord may: (a) cure such default, and any costs and expenses incurred by Landlord therefore shall be collectible from Tenant by Landlord and shall be paid by Tenant within thirty (30) days after rendition of the bill therefor by the Landlord; or (b) if Landlord so elects, at any time thereafter terminate this Lease and the Term hereof, on giving to Tenant five (5) business days notice in writing of Landlord's intention so to do, and this Lease and the Term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this Lease for the Lease Expiration Date hereof; or (c) by summary proceedings enter the Leased Premises and repossess the same as the former estate of Landlord and expel Tenant and those claiming under Tenant without being deemed guilty of any manner of trespass or liable to prosecution thereof and without prejudice to any other remedies which Landlord may have arrears of Rent or Additional Rent then due and owing.

13.02. In the event that the relation of Landlord and Tenant may cease or terminate by reason of the re-entry of Landlord by summary proceedings, the termination of this Lease by Landlord or after the abandonment of the Leased Premises by Tenant, it is hereby agreed that Tenant shall remain liable and shall pay in monthly payments the Rent which accrues subsequent to the re-entry by Landlord. Landlord may seek monetary damages in any re-enter action or summary proceeding or commence a separate action or special proceeding against Tenant and any other responsible party, to recover monetary damages accruing by reason of any such default, together with interest, plus all reasonable attorneys' fees, disbursements, court costs and other reasonable expenses incurred in connection therewith. Monetary damages shall include, without limitation, Rent due at the time proceedings are commenced, plus all costs associated with any re-letting of the Leased Premises.

13.03. Except as otherwise specifically provided in this Lease, if either party is required to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting and/or defending any action or proceeding instituted by reason of any default of the other party hereunder, and such non-defaulting party shall prevail in any such action or proceeding, then the defaulting party shall promptly reimburse the non-defaulting party for such expenses incurred, together with interest accrued hereon at a fluctuating rate per annum at all times equal to the prime rate of interest in effect at the time plus three (3%) percent from the date of such default until payment in full.

#### **ARTICLE 14: LANDLORD'S ACCESS TO PREMISES; CHANGES**

14.01. Tenant shall permit Landlord to erect, use and maintain pipes, ducts and conduits in and through the Leased Premises, provided the same are installed adjacent to or concealed behind walls and ceilings of the Leased Premises and do not unreasonably interfere with Tenant's use of the Leased Premises. Landlord shall install such pipes, ducts and conduits by such methods and at such locations as will not interfere with or impair Tenant's layout or use of the Leased Premises. Landlord or its agents or designees shall have the right, but only upon at least twenty-four (24) hours advance notice to Tenant or any authorized employee of Tenant at the Leased Premises, to enter the Leased Premises, during business hours, (a) for the making of such repairs or alterations as Landlord may deem necessary for the Building or which Landlord shall be required to or shall have the right to make by the provisions of this Lease or any other lease in the Building and (b) for the purpose of inspecting them or exhibiting them to existing or prospective lessees of all or part of the Land, Building or Property or to prospective assignees, agents or designees of any such parties. Landlord shall exercise reasonable diligence so as to minimize the disturbance to Tenant but nothing contained herein shall be deemed to require Landlord to perform the same on an overtime or premium pay basis.

14.02. Landlord reserves the right, without the same constituting an actual or constructive eviction and without incurring liability to Tenant therefore, to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairways, toilets and other public parts of the Building; provided, however, that access to the Building shall not be cut off and that there shall be no unreasonable obstruction of access to the Leased Premises or unreasonable interference with the use or enjoyment thereof.

14.03. Tenant shall deliver to Landlord copies of all keys and access codes for the Premises.

14.04. Landlord may, during the six (6) months prior to the Lease Expiration Date exhibit the Leased Premises to prospective tenants, provided that such exhibition shall not interfere with Tenant's use of the Leased Premises.

14.05. If Tenant shall not be personally present to open and permit an entry into the Leased Premises at any time when for any reason an entry therein shall be urgently necessary by reason of fire or emergency, Landlord or Landlord's agents may forcibly enter the same without rendering Landlord or such agents liable therefore (if during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property) and without in any manner affecting the obligations and covenants of this Lease.

#### **ARTICLE 15: QUIET ENJOYMENT**

15.01. Upon payment by Tenant pursuant to the terms herein provided, and provided that this Lease has not been terminated, Tenant shall peaceably and quietly hold and enjoy the Leased Premises, for the Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under Landlord, subject nevertheless, to the terms and conditions of this Lease, and the rights of the holders of any Superior Instruments.

#### **ARTICLE 16: WAIVER OF JURY TRIAL AND VENUE**

16.01 Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way in connection with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, and/or other claims (except claims for personal injury or property damage), and any emergency statutory or any other statutory remedy. It is mutually agreed that a Court of Competent Jurisdiction located in the County of Franklin, State of New York, will serve as venue to resolve any and all disputes.

#### **ARTICLE 17: RULES AND REGULATIONS**

17.01. Tenant and Tenant's servants, employees and agents shall observe faithfully and comply strictly with such reasonable Rules and Regulations as Landlord or Landlord's agents may from time-to-time adopt and provide in writing to Tenant, provided, however, that in case of any conflict or inconsistency between the provisions of this Lease and of any of the Rules and Regulations as originally or hereafter adopted, the provisions of this Lease shall control. Reasonable written notice of any additional Rules and Regulations shall be given to Tenant.

17.02. Landlord shall have no liability for failure to enforce rules and regulations or for a violation of the rules and regulations by any other tenant.

#### **ARTICLE 18: INDEMNIFICATION**

18.01 Tenant shall indemnify, defend, and hold Landlord harmless from and against any claim arising from Tenant's use of the Leased Premises or from the conduct of its business or from any activity, work, or thing that may be permitted by Tenant in or about the Leased Premises. Tenant shall also indemnify, defend, and hold Landlord harmless from and against any claim arising from any breach or default in a performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence or willful misconduct of Tenant or any of its agents, contractors, employees, invitees and from any and all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim or action or proceeding brought in any such claim.

18.02. Landlord shall not be liable to Tenant for any damage arising from any act or neglect of any other tenant, if any, of the Building.

18.03 Landlord shall indemnify, defend and hold Tenant harmless from and against any claim arising from Landlord's use of the Building or from the conduct of its business or from any activity, work or thing that may be permitted by Landlord in or about the Building. Landlord shall also indemnify, defend and hold Tenant harmless from and against any claim arising from any breach or default in a performance of any obligation on Landlord's part to be performed under the provisions of this Lease or arising from any negligence or willful misconduct of Landlord or any of its agents, contractors, employees, invitees and from any and all costs,

attorneys' fees, expenses and liabilities incurred in the defense of any such claim or action or proceedings brought in any such claim.

## ARTICLE 19: ENVIRONMENTAL PROVISIONS

### 19.01. Environmental Provisions:

(A) "Hazardous Materials" means any pollutants, contaminants, hazardous or toxic substances, materials or wastes (including petroleum, petroleum by-products, underground storage tanks, radon, asbestos and asbestos containing materials, polychlorinated biphenyls ("PCBs"), PCB-containing equipment, radioactive elements, infectious agents, and urea formaldehyde), and soil vapor intrusion, as such terms are used in any Environmental Laws (excluding unused solvents, cleaning fluids and other lawful substances used in the ordinary, current operation and maintenance of the Property, to the extent stored in accordance with all applicable Environmental Laws).

(B) "Environmental Laws" (and individually, "Environmental Law") shall mean each and every applicable federal, state, county or municipal statute, ordinance, rule, regulation, order, code, directive or requirement applicable to Hazardous Substances, pollution, human health and safety, and the environment, together with any amendments thereto, regulations promulgated thereunder, and all substitutions thereof, and any successor legislation and regulations including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), the New York State Environmental Conservation Law, and the New York State Navigation Law.

(C) "Environmental Damages" means all claims, judgments, losses, penalties, fines, liabilities, encumbrances, liens, costs, and reasonable expenses and investigation, defense or a good faith settlement resulting from violations of Environmental Laws, and including, without limitation: (i) damages for personal injury and injury to property or natural resources; (ii) reasonable fees and disbursements of attorneys, consultants, contractors, experts and laboratories; and (iii) costs of any clean up, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by entering Environmental Laws and other costs reasonable and necessary to restore full economic use to the Leased Premises or the Project.

(D) Tenant agrees to indemnify, defend, reimburse and hold Landlord harmless against any Environmental Damages incurred by Landlord arising from Tenant's breach of Section 24.01(E) below. Landlord agrees to indemnify, defend, reimburse and hold Tenant harmless against any Environmental Damages incurred by Tenant arising from Landlord's breach of Section 24.01(E) below and from any Environmental Damages arising from or caused by the

actions or omissions of any other tenant of the Building. The obligations of both parties in Article 23 shall survive the termination of this Lease and discharge all their obligations owed by the Parties to each other under this Lease.

(E) Landlord and Tenant shall (i) comply with all Environmental Laws; (ii) not cause or permit any hazardous materials to be treated, stored, disposed of, generated or used in the Leased Premises or the Project, provided, however, that Landlord and Tenant may each store, use or dispose of products customarily found in offices and used in connection with operation and maintenance of property if each complies with all Environmental Laws and does not contaminate the Leased Premises, or environment; (iii) promptly after receipt, delivered to the other party a copy of any communications concerning any past or present, actual or potential violation of Environmental Laws or liability of other party for Environmental Damages.

#### **ARTICLE 20: SECURITY DEPOSIT**

20.01. Tenant has deposited with Landlord a sum equal to \$ 2500.00 as security for the full and punctual performance by Tenant of all of the terms of this Lease. In the event Tenant defaults in the performance of any of the terms of this Lease, Landlord may apply the whole or any part of the security so deposited to the extent required for the payment of (i) any Rent or (ii) any sum which Landlord may expend or may be required to expend by reason of Tenant's default including, without limitation, any damages or deficiency in the re-letting of the Leased Premises, whether accruing before or after summary proceedings or other re-entry by Landlord. Upon each application, Tenant shall, on demand, pay to Landlord the sum so applied which shall be added to the security deposit so that the same shall be restored to the amount first set forth above. If Tenant shall fully and punctually comply with all of the terms of this Lease, the amount of the security deposit, without interest, shall be returned to Tenant after the termination of this Lease.

Tenant shall not assign or encumber or attempt to assign or encumber the monies deposited herein as security and neither Landlord nor its successors or assigns shall be bound by any assignment, encumbrance, or attempted assignment or encumbrance.

#### **ARTICLE 21: OPTION TO RENEW**

21.01. Provided that no Default (as defined herein), under this Lease has occurred and is continuing at the time for the exercise of the option, Tenant shall have [two] options to extend the Term of this Lease (the "Renewal Options"), for a period of one (1) month ("Renewal Terms"), on the same terms, covenants and conditions of this Lease, except there shall be no further Renewal Options, and except as provided in Section 21.03.

21.02. Tenant shall notify Landlord in writing of its desire to exercise a renewal option no later than three (3) months prior to the Lease Expiration Date of the initial Term or the first renewal option, as the case may be. If Tenant fails to so notify Landlord, Tenants renewal options shall automatically terminate.

21.03. The Rent for the Renewal Terms during the term of this lease is set forth in Section 3.01 above. .

21.04. The rights granted in this Article 21 to renew this Lease are personal to the Tenant and, notwithstanding anything herein to the contrary are not assignable or transferable by the Tenant.

#### **ARTICLE 22: NOTICES**

22.01. Any notice, request or demand under this Lease shall be in writing and shall be considered properly delivered upon receipt when addressed as hereinafter provided, and (a) served personally, (b) sent by registered or certified mail (return receipt requested) and deposited in a United States general or branch post office, or (c) sent by next business day delivery by a national express carrier. Notices may be given on behalf of the parties by their respective legal counsel. Any notice, request or demand by Tenant to Landlord shall be addressed to Landlord at:

Village of Saranac Lake  
39 Main Street, Suite #9  
Saranac Lake, New York 12983

until otherwise directed in writing by Landlord. Any notice, request or demand by Landlord to Tenant shall be addressed to Tenant at:

Citizen Advocates, Inc.  
125 Finney Boulevard  
Malone, NY 12953

until otherwise directed in writing by Tenant. Rejection or other refusal to accept a notice, request or demand or the inability to deliver the same because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request or demand sent.

#### **ARTICLE 23: WAIVER**

23.01. The waiver of either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by either party, unless such waiver is acknowledged in writing by such party.

#### **ARTICLE 24: PARKING**

24.01. The Landlord shall provide parking, subject to availability, at no cost to Tenant, in the public lot associated with the Building subject to the availability of parking spaces. Tenant uses the parking lot at its own risk and the Landlord shall not be liable for loss or damage to any vehicle or contents of such vehicle or accessories to any such vehicle, or any property left in the parking

lot. Landlord shall be solely responsible for and shall *use its best efforts to keep* the parking lot and such parking spaces *reasonably* free from debris and cleared of snow.

#### **ARTICLE 25: SIGNAGE**

25.01 Tenant shall not place or permit any lettering, sign, advertisement, notice or object on the windows or doors or on the outside of the perimeter walls of the Leased Premises, unless Landlord has given prior written consent. Any sign or lettering not approved by Landlord may be removed by Landlord at the cost of such removal and any necessary repairs shall be paid for by Tenant.

25.02. Tenant shall be listed on the Building directory and the exterior monument sign for the Building at Landlord's cost in a manner proportionate to its occupancy and at no less favorable basis as is accorded to other tenants of the Building. Tenant shall be responsible, at its sole cost, for its sign at the entrance of the Leased Premises.

25.03. Tenant shall not be permitted to install or permit installation of any signs, sculptures and/or graphics which adversely reflect the dignity of the Building as a first class professional office building.

25.04. All signs installed by Landlord and Tenant shall comply with applicable laws and shall be installed in a good workmanlike manner.

#### **ARTICLE 26: SURRENDER OF POSSESSION**

26.01. At the Lease Expiration Date of the Lease, Tenant will peaceably yield up the Leased Premises to Landlord in its original condition, ordinary wear and tear and Landlord-approved alterations accepted and, in addition, shall remove all of its specialized equipment, improvements, and fixtures, except as otherwise provided for herein, so as to leave the Leased Premises useable without the undue expense as professional office space.

26.02 In the event that any environmental remediation is required as a result of Tenant's use, occupancy, tenancy or possession of the Leased Premises, Tenant shall be required to pay full market rent to Landlord for the Premises until such time as such remediation is completed to the sole and absolute satisfaction of Landlord. The obligations set forth herein shall expressly survive the expiration or sooner termination of this Lease.

#### **ARTICLE 27: HOLDOVER**

27.01. The parties recognize that the damage to Landlord resulting from any failure by Tenant to timely surrender possession of the Leased Premises, beyond any dispute with respect to same, will be substantial, will exceed the amount of the monthly installments of the Rent payable hereunder, and will be impossible to measure accurately. Tenant therefore agrees that if possession of the Leased Premises is not surrendered to Landlord upon the Lease Expiration Date or sooner termination of the Lease, in addition to any other rights or remedies Landlord may have hereunder or at law, Tenant shall pay to Landlord, as liquidated damages, for each month and for each portion of any month during which Tenant holds over in the Leased Premises

after the Lease Expiration Date or sooner termination of this Lease, a sum equal to one hundred fifty percent one hundred fifty (150%) percent of the aggregate of that portion of the Rent and Additional Rent that was payable under this Lease during the last month of the Term of this Lease. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Leased Premises after the Lease Expiration Date or sooner termination of the Lease. The provisions of this Article shall survive the Lease Expiration Date or sooner termination of this Lease. Tenant's occupancy subsequent to the Lease Expiration Date or sooner termination of this Lease, whether or not with the consent or acquiescence of Landlord, shall be deemed to be that of a tenancy-at will and in no event from month-to-month or year-to-year and it shall be subject to all terms, covenants and conditions of this Lease applicable thereto, including, without limitation, those set forth in this Article. In the event Tenant defaults or remains in possession of the Leased Premises or any part thereof after the Lease Expiration Date of the tenancy-at-will created hereby then Tenant's occupancy shall be deemed a tenancy-at-sufferance and not a tenancy-at-will. Tenant hereby waives the provisions of NY CPLA 2201 or any similar law or rule in connection with any holdover summary proceedings instituted by the Landlord.

#### **ARTICLE 28: MISCELLANEOUS**

28.01. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.

28.02. Except as otherwise expressly provided in this Lease, each covenant, agreement, obligation or other provision of this Lease on Tenant's part to be performed shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease.

28.03. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

28.04. Time shall be of the essence with respect to the exercise of any option on the part of Tenant to extend or renew the Term of this Lease.

28.05. Except as otherwise provided herein whenever payment of interest is required by the terms hereof it shall be at the Interest Rate.

28.06. In the event that Tenant is in arrears in payment of Rent or Additional Rent hereunder, Tenant waives Tenant's right, if any, to designate the items against which any payments made by Tenant are to be credited, and Tenant agrees that Landlord may apply any payments made by Tenant to any items it sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items against which any payments shall be credited.

28.07. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this Lease, their assigns.



28.08. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

28.09. The submission of this Lease for examination, negotiation and signature does not constitute an offer to lease, or a reservation of, or an option for the Leased Premises. This Lease shall not be binding and in effect until at least one counterpart, duly executed by both parties, has been delivered to Landlord and Tenant.

28.10. If any covenant, condition or provision of this Lease, or the application thereof to any person or entity or circumstance, shall be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such covenant condition or provision to any other person or entity any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by the Laws.

28.11. The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be reasonably necessary or appropriate to achieve the purpose of this Lease.

28.12. Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant on account of this Lease in any amount whatsoever and apply the same at Landlord's option to any obligation of Tenant under this Lease and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement or any check or letter of Tenant shall be deemed accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy.

28.13. Except as otherwise provided herein, this Lease may be modified or amended only with the prior written approval of both parties, and it may not be discharged or terminated except in writing in accordance with the terms herein provided.

28.14. Each party hereby severally represents that it has been duly authorized to execute, deliver and perform this Lease through its members, officers or agents signing on its behalf.

28.15. This Lease shall be strictly construed neither against Landlord nor Tenant; each provision hereof shall be deemed both a covenant and a condition running with the Land; except as otherwise expressly provided in this Lease and its Exhibits and other attachments, the singular includes the plural and the plural includes the singular; "or" is not exclusive; a reference to an agreement or other contract includes supplements and amendments thereto to the extent permitted by this Lease; a reference to the Laws includes any amendment or supplement to such Laws; a reference to a person or entity includes its permitted successors and assigns; the words "such as," "include," "includes" and "including" are not limiting; except as specifically agreed upon in this Lease, any right may be exercised at any time and from time-to-time and all obligations are continuing obligations throughout the Term of this Lease and in calculating any time period, the first day shall be excluded and the last day shall be included and all days are calendar days unless otherwise specified.

28.16. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative in addition to all other remedies at law or in equity which either party may have arising out of an event of default of the other party.

28.17. Irrespective of the place of execution or performance, this Lease shall be governed by and construed in accordance with the laws of the State of New York.

28.18. This Lease, including all Exhibits, Schedules and other attachments referred to herein, contains the entire agreement of Landlord and Tenant with respect to the matters stated herein, and supersedes all prior agreements and understandings pertaining thereto; Exhibits and such other attachments are incorporated herein as fully as if their contents were set out in full at each point of reference to them. No covenant, representation, or condition not expressed in this Lease shall affect, or be deemed to interpret, change or restrict the express provisions hereof. This Lease shall not be amended or codified except in writing signed by both parties. Failure to exercise any right in one or more instances shall not be construed as a waiver of the right to strict performance or as an amendment to this Lease.

28.19. The captions in the Lease are included for convenience only and all not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

28.20. When several counterparts of this Lease have been executed, all counterparts shall constitute one and the same instrument.

28.21 In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reasons of like nature not the fault of the party delayed in performing work or doing acts required under the terms of the Lease, the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from payment of Rent, Additional Rent or any other payments required by the terms of this Lease.

28.22. At the request of either party, the parties shall execute and acknowledge a memorandum of lease for recording purposes, which shall be recorded at the expense of the requesting party. Such memorandum shall include such information as may be reasonably requested by either party. In the event a memorandum of lease is recorded pursuant to this Section 28.22, Tenant covenants to execute and deliver a termination of memorandum of lease in recordable form at the end of the Term or sooner termination of this Lease.

28.23. In any instance in this Agreement where Landlord's consent is required to be "reasonable" and Landlord's consent be found by a court of law of competent jurisdiction to be withheld unreasonably, then Tenant's sole remedy shall be specific performance.

28.24. Tenant hereby agrees that there are no implied representations, warranties or obligations of Landlord with respect to the Building and Leased Premises. Landlord shall not be required to furnish any services to Tenant or the Leased Premises except as expressly provided in this Lease.

28.25. LANDLORD AND TENANT BY THIS SECTION 26.07 WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES TO THIS LEASE AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY OTHER CLAIMS (EXCEPT CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WITNESS or ATTEST:

(TENANT)

\_\_\_\_\_

By: \_\_\_\_\_

Its:

WITNESS or ATTEST

(Landlord)

\_\_\_\_\_

By: \_\_\_\_\_

Its: *Village Manager*