

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

SUBJECT: Lease agreement

DATE: 2-20-2023

DEPT OF ORIGIN: Mayor Williams

BILL # 22-2023

DATE SUBMITTED: 2-17-2023

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Resolution authorizing the Village Manager to authorize the lease agreement for Garden Nursery at 33 Petrova Avenue

MOVED BY: Shapiro SECONDED BY: Catillaz

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

yes

TRUSTEE CATILLAZ

yes

TRUSTEE SCOLLIN

yes

TRUSTEE SHAPIRO

yes

LEASE AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2023,

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, existing Parking Area, Garden Areas, and all other spaces historically utilized by the nursery. 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 date of closing between Advocate Hostel Holding, Inc. and the Village of Saranac Lake through 12/31/23. 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 Advocate Hostel Holding, Inc., and that the Lessor (Village of Saranac Lake) intends to execute a contract to purchase the Premises from Advocate Hostel Holding, Inc. The Lessee acknowledges and agrees that this lease will only take effect upon a closing of Premises, and a purchase of the Premises by the Village of Saranac Lake. In the event a closing does not take place on the Premises for any reason whatsoever, this lease will not take effect, and will be cancelled, null and void, and the Village of Saranac Lake will have no responsibilities or obligations under this lease agreement.
4. **Rent:** The base rent under this lease shall be \$1,000.00 per month, payable on the date of closing of the Lessor’s purchase of the Premises from Advocate Hostel Holding, Inc., 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 and 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]

