

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

SUBJECT: Depot Street Lease

DATE: 2-12-2024

DEPT OF ORIGIN: Village Manager

BILL # 23-2024

DATE SUBMITTED: 2-6-2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Authorizing the Village Manager to renew Depot Street Lease with Homeward Bound

MOVED BY: Scollin SECONDED BY: Brunette

VOTE ON ROLL CALL: TO TABLE

MAYOR WILLIAMS	<u>yes</u>
TRUSTEE BRUNETTE	<u>yes</u>
TRUSTEE CATILLAZ	<u>yes</u>
TRUSTEE SCOLLIN	<u>yes</u>
TRUSTEE SHAPIRO	<u>yes</u>



LEASE AGREEMENT

between

the VILLAGE OF SARANAC LAKE

and

Homeward Bound USA, Inc.

For space at
24 Depot Street
Saranac Lake, NY 12983

LEASE AGREEMENT
(commercial)

THIS AGREEMENT, made this ____ day of _____, 2024, is by and between THE VILLAGE OF SARANAC LAKE, 39 Main St., Suite 9, Saranac Lake, NY 12983 (herein after referred to as "Landlord") and HOMEWARD BOUND USA, INC. dba HOMEWARD BOUND ADIRONDACKS of PO Box 1100, 81 Main St, Suite 2, Saranac Lake, NY 12983 (hereinafter referred to as Tenant).

1. AGREEMENT: Landlord does hereby agree to lease to Tenant and Tenant does hereby agree to lease from landlord, the premises described below under all the terms and conditions stated herein.
2. PREMISES: The subject premises of this agreement shall be **24 Depot St., Saranac Lake, New York 12983.**
3. TERM: The term of this lease shall be for two years from February 1, 2024 through January 31, 2026.
4. RENT:
 - (A) Tenant shall pay to Landlord as rent the yearly sum of **One Dollar (\$1.00)** on or before **January 12, 2024** and on or before the 1st (first) day of each year thereafter through the end of 2026. At that time, Tenant shall have the option to renew the Lease for an additional two-year period at the same rent.
 - (B) SECURITY DEPOSIT: Tenant shall pay an initial security deposit of \$1.00. This is due and payable at lease signing, receipt of which is hereby acknowledged upon Landlord signing the Lease.
 - (C) LATE FEES: If rent is not received on or before the 10th day of each month, Tenant hereby acknowledges that a late fee in the amount of \$1.00 shall be assessed to that month's rent and shall be due immediately.
 - (D) TERMINATION: Tenant shall provide Landlord with Six (6) Month Notice of intent to terminate the lease and vacate the premises.
5. TAXES: Landlord hereby agrees to pay all taxes assessed against the property during the term of this lease.
6. UTILITIES: Tenant shall pay all electrical, cable, and/or satellite, telephone, internet, propane and/or fuel oil charges for the leased premises, Tenant shall pay water and sewer charges assessed against leased premises.
7. MAINTENANCE AND REPAIRS: Tenant shall take good care of the leased premises and its fixtures and appliance (i.e. heating and cooling system) and shall suffer no waste or misuse of said premises or fixtures or appliances. Tenant shall be responsible for maintaining the interior of, and grounds surrounding, the premises, including means of ingress and egress

for Tenants, guests, or invitees, in a neat and clean condition, including snow and ice removal. If the premises, its fixtures or appliances are damaged or destroyed as a result of the neglect or misuse of same by tenant, his agents, servants, employees or business invitees, Tenant shall promptly repair or replace any such damaged item or portion of leased premises, at Tenant's own cost and expense. Landlord shall have the right to inspect said premises upon reasonable prior notice to Tenant to make sure that the premises are being maintained properly and to also make repairs.

8. **COMPLY WITH LAWS AND ORDINANCES:** Tenant shall comply with all sanitary laws, ordinances and rules and all orders of the Board of Health or other authorities affecting the cleanliness, occupancy, use and preservation of leased premises during the term of this lease.
9. **STRUCTURAL ALTERATIONS:** Tenant shall not make any alterations or structural changes to leased premises without the prior written consent of Landlord.
10. **USE OF THE PREMISES:** Tenant shall use the leased premises for the business operations of a support group for injured veterans and no other use without the prior written consent of Landlord. Tenant shall suffer no excessive noise levels that would disturb upper tenants, i.e. loud music, bar or entertainment. Lessee shall comply with all sanitary laws, ordinances and rules and all orders of the Board of Health or other authorities affecting the cleanliness, occupancy, use and preservation of leased premises during the term of this Lease Agreement.
11. **SURRENDER OF PREMISES IN GOOD CONDITION:** Tenant shall deliver up and surrender the premises to Landlord at the expiration of the term of this lease in good order and condition, natural wear and tear expected.
12. **MODIFICATION AND WAIVER:** A modification of any of the provisions of this lease agreement shall be effective only if made in writing and executed with the same formality as this original agreement. Failure of Landlord to insist upon strict performance under any of the provisions of this agreement shall not be construed to be a waiver of any subsequent defaults of the same or similar nature, or any other term of this agreement.
13. **REQUIRED BUSINESS INSURANCE:**
 - (A) Prior to moving into the commercial space, the Tenant will obtain its own property and liability insurance and give a certificate or a binder to Landlord.
 - (B) Tenant is required to keep business insurance in force at all times;
 - (C) Business policy will preferably be a BOP (business owner's policy) but at a minimum will carry commercial general liability in amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate for the policy year. Business owners will carry at least \$100,000.00 in fire legal liability and \$1,000.00 in medical payments. Tenant is responsible for insuring its own contents. The building owner's policy does not cover any contents;
 - (D) Tenant will name Landlord as a certificate holder/additional insured on insurance policy;
14. **HOLD HARMLESS:** Tenant hereby agrees to forever release, discharge, acquit, defend and indemnify, and forgive any and all claims, debts, actions, suits, demands, agreements, and each of them, if more than one, liabilities, judgments, and proceedings both at law and in

equity arising from the beginning of time to the date of these presents which it has, or may have at anytime in the future against the Landlord as it may pertain to (1) Tenant's use of the subject premises to the extent that the Landlord has complied with all of their obligations under the terms of this Lease and (2) any third-party claims, debts, suits, actions, etc. as set forth above, arising out of Tenant's use of the subject premises.

15. **PERSONAL GUARANTEE** (If applicable-where Tenant is a business entity): For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Landlord to enter into a Lease with Tenant, the Undersigned hereby absolutely and unconditionally guarantees to Landlord the full and prompt payment when due the debts, liabilities and obligations of Tenant's responsibilities pursuant to this agreement. This is an absolute, unconditional and continuing guaranty of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all indebtedness is paid in full, until the guaranty is revoked by written notice actually received by Landlord, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the Landlord. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking.
16. **SIGN**: Tenant may install a sign on the exterior of the building with prior acceptance by Landlord as to location and size.
17. **NOTICE**: Whenever in this lease there shall be required or permitted that notice or demand be given or served by either party to this lease, to or on the other, such notice or demand shall be given or served in writing, by regular first class mail, addressed as follows:

TO THE LANDLORD AT: The Village of Saranac Lake
39 Main St, Suite 9
Saranac Lake, NY 12983

TO THE TENANT AT: Homeward Bound Adirondack
PO Box 1100
Saranac Lake, NY 12983

All rental payments shall be made to the Landlord at the above address, or any other address he shall so designate. These addresses may be changed from time to time by either party by serving notice as provided above.

18. **DEFAULT**: If Tenant shall default in the observance or performance of any term or covenant of this agreement to be observed or performed under or by virtue of any of the terms or provisions in this lease, Landlord may immediately terminate the lease and take possession of said premises. If Landlord makes any expenditures or incurs any obligations for payment of money in connection with a default of any of the terms of this agreement or with the termination of this lease or the summary repossession of said premises, including, but not limited to attorney fees, costs and disbursements in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord within five (5) days of rendition of any bill or statement to Tenant.

19. MISCELLANEOUS:

- (A) Tenant agrees not to assign or sublet this lease to a party not bound by this lease without first obtaining the written consent of the Landlord to such assignment.
- (B) This lease and all of the terms and provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, successors and assigns.
- (C) It is mutually agreed by and between Landlord and Tenant that the respective parties shall and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Landlord or Tenant, Tenant's use of occupancy of said premises, and/or any claim of injury or damage, and any emergency statutory or other statutory remedy. It is further mutually agreed that in the event Landlord commences any summary proceeding for non-payment of rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.
- (D) In the event any of the terms of this agreement shall be deemed unlawful, illegal or void as against public policy, by a court of competent jurisdiction, such determination or decision shall have no force and effect upon the remaining terms and as otherwise set forth herein, the remaining terms and conditions shall remain in full force and effect.
- (E) This lease constitutes the final and entire agreement between Tenant and Landlord and there are no other agreements, written or verbal, affecting the subject matter of this agreement.

The parties shall sign this agreement in duplicate, each of which shall constitute and original.

LANDLORD:

TENANT:

By: Bachana Tsiklauri
Its: Village Manager

By: Mark Moeller
Its: Board President