

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

SUBJECT: Early Occupancy Agreement

DATE: 3-20-2023

DEPT OF ORIGIN: Mayor Williams

BILL # 32-2023

DATE SUBMITTED: 3-17-2023

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Resolution authorizing the Village Manager to sign early occupancy agreement with Citizen Advocates

Motion to Table

MOVED BY: Catillaz SECONDED BY: Shapiro

VOTE ON ROLL CALL: To Table

MAYOR WILLIAMS	<u>no</u>
TRUSTEE BRUNETTE	<u>yes</u>
TRUSTEE CATILLAZ	<u>yes</u>
TRUSTEE SCOLLIN	<u>yes</u>
TRUSTEE SHAPIRO	<u>yes</u>

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN EARLY OCCUPANCY
AGREEMENT WITH CITIZEN ADVOCATES**

**WHEREAS, the Village of Saranac Lake is under contract for the purchase of 33 Petrova Ave,
and,**

**WHEREAS, the Village wishes for the Hot House to continue operations and the Village
wishes to host Saranac Lake Police Department training at 33 Petrova Ave prior to closing,**

**THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees authorizes
the Village Manager to sign an early occupancy agreement with Citizen Advocates.**

EARLY OCCUPANCY AGREEMENT

THIS AGREEMENT, dated March 22, 2023, by and among ADVOCATE HOSTEL HOLDING, INC., of Malone, New York (hereinafter referred to as "Seller") and VILLAGE OF SARANAC LAKE, of Saranac Lake, New York (hereinafter referred to as "Buyer").

WITNESSETH

WHEREAS, the undersigned are the parties reflected in a certain written Real Estate Purchase Agreement (hereinafter referred to as "Contract") concerning a portion of the real property located 33 Petrova Ave, Saranac Lake, NY 12983 (Tax Map No. 457.27-1-27) (the "Premises"); and

WHEREAS, the Buyer wishes to occupy the Premises prior to the closing of title and simultaneously with execution of this Agreement; and

WHEREAS, the Seller is willing to grant such permission upon terms and conditions set forth herein;

NOW, THEREFORE, in consideration of allowing occupancy prior to closing of title and until such closing of title or termination of contract, the Buyer agrees to the following:

1. The Buyer shall be permitted early occupancy of the Premises on 12:01 a.m. on March 22, 2023. Seller shall continue to access the salt shed.
2. The rent shall be \$0.00 per month. The fuel shall be prorated as of the date of possession under this Early Occupancy Agreement.
3. The Buyer shall make no improvements or changes to the Premises during the term of this Agreement that are not first approved by the Seller in writing.
4. Buyer shall carry its own insurance coverage during the term of occupancy. Buyer hereby acknowledges that his personal items are not covered by any insurance carried by the Seller. Buyer shall obtain a policy of general liability insurance naming Seller as an insured on such policy, with maximum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
5. Buyer understands and agrees that, in the event that closing of title pursuant to the Contract does not occur resulting in cancellation or termination of Contract, Buyer will vacate the Premises within 48 hours. In the event of the failure to so vacate, the Seller may pursue all legal action, including summary eviction proceedings. In the event that Seller successfully pursues legal proceedings against Buyer to enforce any rights or

obligations under this Early Possession Agreement, Buyer shall be responsible to Seller for all reasonable legal fees and disbursements.

6. Buyer warrants and represents that it has inspected the Premises just prior to taking occupancy and accepts same in their "as is" condition. The parties acknowledge that the Buyer will be obtaining certain inspections of the Premises, and the buildings on the Premises, in accordance with Paragraph 8 of the Contract. Notwithstanding any other provision of this Agreement, the Buyer shall be entitled to obtain said inspections pursuant to Paragraph 8 of the Contract, and will retain the ability to terminate the Contract in the event the results of such inspections are unsatisfactory under Paragraph 8 of the Contract. The parties further agree that the timeframe to obtain the inspections under Paragraph 8 of the Contract shall be extended 30 days from the date of this Agreement.
7. The Buyer shall have the right to sublet the any portion of the Premises at any time after this Agreement is fully signed by the parties hereto, and shall remain fully liable hereunder.
8. If the Buyer vacates the Premises without completing the purchase of the same, it shall return the Premises to the same condition in which it was delivered by the Seller. The Buyer shall be liable for any damages or repairs, ordinary wear and tear accepted, caused by the Buyer during the occupancy of the Premises.
9. Seller shall have the right to entry at all times prior to closing of title to inspect the Premises, with or without notice, and to perform any necessary repairs and maintenance which the Seller may elect to do.
10. Buyer hereby holds the Seller harmless and shall indemnify him from and against any and all claims, demands, losses or damages arising from Buyer's occupancy of the Premises. This paragraph shall survive expiration of the Term.
11. This Agreement constitutes the entire understanding of the parties and may not be changed orally.
12. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on March
_____, 2023.

ADVOCATE HOSTEL HOLDING, INC., Seller

VILLAGE OF SARANAC LAKE, Purchaser