

LEASE

CITY:

City of Saratoga Springs
(hereinafter City)
City Hall
474 Broadway
Saratoga Springs, NY 12866

TENANT:

Senior Citizen's Center of Saratoga Springs, Inc.
(hereinafter Tenant)
5 Williams Street
Saratoga Springs, NY 12866

PREMISES: The City leases to Tenant and Tenant leases from the City that certain premises known as 5 Williams Street, Saratoga Springs, New York, 12866.

TERM: The term of this lease shall commence January 1, 2015 for the leased premises and shall expire at midnight on December 31, 2020.

RENT: The Tenant agrees to annually pay to City the sum of one and 00/100 dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged. This rental charge is agreed to by the parties in recognition of the financial assistance rendered by the Tenant regarding the construction of the improvements on the real property in 1977 and the addition thereto in 1992. The City has determined that the rent received by the City constitutes fair and adequate compensation.

ANNUAL REPORT: Tenant shall report annually to the Commissioner of Public Works, and shall set forth all revenues and expenses in that report.

UTILITIES: The Tenant agrees to pay all utilities of leased premises, including, but not limited to, water, sewer, electric, telephone, cable and natural gas costs.

TAXES: As the leased premises is owned by the City of Saratoga Springs, New York, no property taxes are payable.

USE: The Tenant agrees to use premises only for the lawful purpose of a Senior Citizens Center. Should the Tenant wish to use the space for any other purposes, the Tenant must obtain prior written approval from the City agreeing to such modified use.

LAWS AND REGULATIONS: The Tenant agrees, at Tenant's expense, to comply with all laws, rules, and regulations of all governmental authorities, or similar entities. The City is not liable, nor responsible, for any violations under any such laws. Copies of notices received by the Tenant from governmental authorities or similar entities must be delivered to City immediately upon receipt by Tenant.

ADDITIONAL OBLIGATIONS: The Tenant shall keep the leased premises themselves neat and clean, at Tenant's own expense. The Tenant is renting the premises in the condition it is in at the time of this agreement.

REPAIRS: The City's Department of Public Works (DPW) shall be responsible for all necessary repairs, and their associated costs, to the structure of the building and the electrical, plumbing and heating systems. Only with the prior written approval of the City, Tenant shall be responsible for effecting and paying for any repairs to alterations of the structure of the building or the electrical, plumbing or heating systems, which were made by the Tenant. Tenant is responsible for effecting and paying for any repairs made necessary by said alterations. Tenant shall be responsible for effecting and paying for any repairs made necessary by the willful or negligent acts of Tenant or Tenant's agents, contractors, employees, invitees, or licensees. Tenant shall be responsible for any necessary repair of furniture and furnishings within the building.

The City DPW shall make all repairs required by this agreement in a time frame consistent with its repairs for other City owned buildings. Repairs of an emergency nature, i.e. restoration of lost heat during winter, shall be made by City DPW as soon as practicable.

KITCHEN EQUIPMENT: The City, with the consultation of Tenant, shall be responsible for any necessary repairs, and their associated costs, of built-in equipment or major appliances in the building's kitchen.

ALTERATIONS: The Tenant agrees not to make any alterations without the City's prior written approval. Said alterations become the property of the City and are to be left behind at the end of the term of the lease. The City may demand the removal of said alterations and the restoration to original condition at the expense of the Tenant at the end of the lease, if the removal is required in the original written approval of the alteration.

ASSIGNMENT: This lease may not be assigned nor the premises sublet without the prior written approval of the City. Unless the City gives written notice to the contrary, the Tenant may continue its custom of renting portions of the premises to other persons or entities for terms of one day or less. Any revenue generated by this practice shall be the property of the Tenant exclusively. Tenant shall report such revenue in the Annual Report submitted to the Commissioner of Public Works.

ACCESS: The City or its agents or officials shall have the right to enter the premises at the City's discretion. The Parties acknowledge that the premises may be utilized as an Emergency Shelter by the City. The City will provide notification to Tenant regarding such use, as soon as reasonably practicable.

DEFAULT: In case of default in any of the covenants herein, the City may enforce the performance of this lease in any manner provided by law. This lease may be terminated at the City's discretion if such default continues for a period of sixty (60) days after the City notifies the Tenant of such default and its intention to terminate. Such notice shall be sent by the City by mail or otherwise to Tenant's address noted at the top of this agreement; and thereupon (unless Tenant shall have completely removed or cured said default) this lease shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof. City's agent or attorney shall then have the right, without further notice or demand, to re-enter and remove all persons and Tenant's property therefrom as allowed by law. If, on account of breach or default by the Tenant of any of the Tenant's obligations hereunder, it shall become necessary for the City to incur expenses to enforce or defend any of the City's rights or remedies hereunder, then, in any such event, any reasonable amount incurred by the City, including

attorneys' fees, shall be paid by the Tenant. Attorney's fees shall be due to the City, regardless of whether the attorney(s) used are employees or independent contractors working on behalf of the City.

INSURANCE:

All insurance policies required under this Agreement shall be issued by insurance companies authorized to conduct business under the laws of the State of New York. They shall be written for the benefit of the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and for the Tenant. Said policies shall be effective until all work required or contemplated by the Agreement has been completed. Policies expiring on a fixed date before completion of the Tenant's duties under this Agreement must be renewed not less than 30 days before such expiration date.—The Tenant acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and subjects it to liability for damages indemnification and all other legal remedies available to the City.

In the event the Tenant utilizes a Contractor for any repair or refurbishment of the premises herein leased, the Contractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Tenant. All insurance required of the Contractor shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory basis*** for all those activities performed within its contracted activities for the contract as executed.

Upon execution of this Agreement, the Tenant shall furnish to the City a certificate of insurance naming: the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents and employees as an additional insured on a primary and non-contributory basis. Failure to object to the contents of the certificate of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the City. Such certificate shall be on forms acceptable to the City's Office of Risk and Safety Management showing that the Tenant has complied with these requirements. In addition, for policies expiring on a fixed date before completion of the Project, certificates showing renewal must be filed not less than 30 days before such expiration date.

It shall be an affirmative obligation of the Tenant to advise the City's Office of Risk and Safety at Fax No. 518.693.4070, e-mail Marilyn.Rivers@Saratoga-Springs.org or mail via Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The Tenant shall procure and maintain during the term of this contract, at the Tenant's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits. The Tenant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. General Liability Insurance required under this contract shall be primary insurance for incidents, claims, litigation and expenses per the indemnification within this contract. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to the General Liability provided by the Tenant. Every required coverage type shall be "occurrence basis." The Tenant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Tenant fails to

procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: immediate termination of the contract procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Tenant.

Required Property and Casualty Insurance - Minimum coverage types and amounts: As of the date Tenant signs the Agreement, Tenant agrees it will maintain the following Minimum coverage types and amounts: Commercial General Liability Insurance including completed products and operations and personal liability in the amount of Two Million Dollars (\$2,000,000) per occurrence Four Million Dollars (\$4,000,000) aggregate.

In the event Tenant rents the premises for any reason whatsoever, the Tenant shall obtain the same insurance as mandated per this contract naming the City as an additional insured on a primary and non-contributory basis with the same limits defined herein.

INDEMNIFICATION:

Indemnification:

The Tenant agrees to indemnify defend, protect and save harmless the City, its agents, employees, officers, invitees and volunteers (collectively, the "City Indemnitees") from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including, without limitation, interest, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, asserted against or incurred by the City Indemnitees in connection with, arising out of, resulting from, or in consequence of the use of the Senior Center Building and any and all of its activities by the Tenant for Tenant purposes or the use of the Senior Center Building by a third-party when under the control and supervision of the Tenant. This provision shall survive termination of this Agreement with respect to any cause or claim arising during the term of this Agreement.

The City agrees to indemnify defend, protect and save harmless the Tenant its agents, employees, officers, invitees and volunteers (collectively, the "Tenant Indemnitees") from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including, without limitation, interest, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, asserted against or incurred by the Tenant Indemnitees in connection with, arising out of, resulting from, or in consequence of the maintenance by the City of the Senior Center Building. This provision shall survive termination of this Agreement with respect to any cause or claim arising during the term of this Agreement.

QUIET ENJOYMENT: The City agrees that if the Tenant complies with all the other terms and conditions of this lease, then the Tenant may peaceably and quietly have, hold and enjoy the premises leased hereunder for the term of this lease. The Tenant shall be responsible for adhering to local, state and federal guidelines pertaining to all of its activities including those activities that pertain to the health and safety of its community.

MAINTENANCE: The City's Department of Public Works (DPW) shall be responsible for snow removal from the parking lot, driveway, sidewalks and entranceways located at the

premises, including the associated costs thereof. The City's DPW shall provide a sufficient quantity of salt or sand, at no cost to the Tenant, and Tenant shall maintain all sidewalks and entranceways in a safe condition, except for snow removal. Tenant shall be responsible for maintaining sidewalks, entranceways, and stairways free of all debris and obstructions, at Tenant's sole cost and expense. The City's DPW shall be responsible for maintaining the lawn areas at the premises by cutting grass and raking leaves as needed.

The Tenant shall provide all necessary janitorial services at the premises, including trash removal. The Tenant shall be responsible for replacing all light bulbs which can be replaced without equipment. The City DPW shall be responsible for replacing all light bulbs which can only be replaced with the use of a ladder or other elevating equipment or device. Tenant shall ensure that the use of the kitchen and the preparation and service of food therefrom shall occur in compliance with all governmental laws, rules and regulations, including, but not limited to, the rules and regulations of the New York State Department of Health.

The Tenant shall have the responsibility of promptly informing the City DPW of any material condition that affects the safety of the premises.

AMENDMENT: This lease may not be modified in any other manner than in writing signed by both parties.

CITY OF SARATOGA SPRINGS

By: _____ Dated: _____
Mayor Joanne Yepsen
Per Council Approval

TENANT

Dated: _____ Dated: _____