

3 year contract

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: The Tenant shall provide insurance coverage that is acceptable to the City's Risk and Safety Manager simultaneous with this lease.

INDEMNIFICATION: The Contractor assumes all risks in the performance of all its activities authorized by this Agreement. The Contractor hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Contractor shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Contractor, its contractors, subcontractors, agents, or employees. The Contractor's responsibility under this section shall not be limited to the required or available insurance coverage.

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.

WAIVER OF JURY: The City and Tenant agree to waive trial by jury in any matter, which comes up between the parties under or because of this lease.

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

*****Signature Page to Follow*****

CITY OF SARATOGA SPRINGS

By: Joanne D. Yepsen Dated: 12/17/14
Mayor Joanne D. Yepsen
Per Council Approval 12/16/14

TENANT – SENIOR CITIZEN’S CENTER OF SARATOGA SPRINGS, INC.

By: [Signature]
Title: Executive Director
Dated: 1/8/15 MC

By: _____
Title: _____
Dated: _____