



LEASE AGREEMENT FOR COMMERCIAL BUILDING

THIS LEASE AGREEMENT, is made and entered into on _____ (effective date) by and between The Village of Catskill (LESSOR) and _____ (LESSEE).

WHEREAS, Lessor is the owner of the "GALLEY" building located in Dutchman Landing Park located in Catskill, NY.

WHEREAS, Lessee desires to lease space in the building to conduct food service and related activities; and

WHEREAS, the Lessor and Lessee wish to enter an agreement for the lease of the building known as "THE GALLEY"

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Lessor and Lessee agree as follows:

1. THE PREMISES. Lessor hereby agrees to lease to Lessee, and Lessee hereby leases from lessor the following described premises:
 - A. The building located in Dutchman Landing Park, Catskill, NY 12414 known as "The Galley". The area includes kitchen space and the adjacent patio. The Lessee shall have exclusive possession and control of kitchen space at all times and shall ensure during the hours of dusk to dawn to have the public bathrooms open, clean, and functioning.

2. USE. Lessee shall use and occupy said premises for the purpose of conducting the sale of food items and all business related thereto and for no other reason. Sale of alcohol is prohibited. It is agreed by both parties that the public restrooms shall be open and made available from dawn to dusk seven days a week from at least May 1st to October 31st. It is expected that the "GALLEY" be open a minimum of 5 days a week during this time. If the Lessee so chooses they may open earlier or stay open later than said dates. The Village agrees to 2 Free Work months (March and April) to allow the time to get set up for operation.

3. TERM. The term of this lease shall commence on the Effective Date and shall continue for the "seasonal" period described above unless sooner terminated as provided in the lease. The Lessee will have first option to extend the lease to the

following season upon the ending of this lease and approval of Trustees.

4. RENT. Lessee agrees to pay Lessor a minimum monthly rent for the building during the term of this lease in the amount of \$500.00 per month, payable on the first day of each month during the term of this lease. Any rent not paid within FIVE days of the due date is subject to a 5% late charge. The parties further agree that in addition to the monthly rent the Lessee shall clean the public restrooms at least once daily and as needed and will stock all paper products in these restrooms. The paper products will be supplied by The Village of Catskill and the Lessee shall contact the DPW when they need more supplies or maintenance is needed for the restroom. Such restrooms should be open Dusk to Dawn seven days a week. Additionally, the Lessee shall be responsible for policing the park daily within a 20FT perimeter of the building for all garbage and rubbish. The Village of Catskill will be responsible for removing trash from public cans located at Dutchman Landing however Lessee is responsible for removing garbage daily or as needed from bathrooms and inside of the building. The garbage shall be taken to the Village Dumpster which is located at The Water Treatment Plant by the fence.

5. VENDORS. It is hereby agreed that The Village will allow food carts/food trucks in the park during large events, such as but not limited to, Music in the Park, Sawyers Celebration, and Independence Day Celebrations with anticipated crowds of 250 Plus people for the sole purpose of selling food/beverages.

6. ALTERATION BY LESSEE. Lessee agrees that there will be no alterations made to the premises without prior approval from the Lessor. This includes paint and Signage.

7. LIEN. Lessee agrees to keep premises free from mechanics, materialmen's Judgement, tax and other liens arising out of any construction or other work done for, or debts incurred by Lessee.

8. INDEMNIFICATION. Lessee hereby agrees to indemnify, defend and hold harmless Lessor, its successors, assigns, subsidiaries, directors, officers, agents and

and any employees from and against any and all damage, loss, liability or expense Including, but not limited to, attorneys fees and legal costs suffered by same directly or by reason of any claim, suit or judgement brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death arising any time therefrom and property damage sustained by such

person or persons which arises out of, is occasioned by or attributable to the use of Occupancy of the premises of the said Lessee, the acts of omission of the Lessee, its subtenants, licensees, concessionaires, agents, employees, or any other contractors brought onto the premises by the Lessee, or any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this lease, except in the extent caused by the gross negligence or the willful misconduct of the Lessor, its employees and agents.

9. **INSURANCE.** Lessee shall, at Lessee's expense, obtain and keep in full force and effect, during the term of this lease for the protection of the Lessee and the Lessor (as additional insured) against any claim for bodily injury and or property damage arising out of the use and occupancy of premises and all areas appurtenant thereto. Lessee shall furnish to Lessor a certificate of commercial general liability insurance insuring Lessees against liability for personal injury in the amount of at least \$1,000,000 per accident, and against liability for property damage in the amount of \$1,000,000 per occurrence. Such certificates will state that the insured's brokers or insurers will use their best efforts to provide the certificate holder with 30 days advance notice of cancellation, non-renewal, or material modification of the coverage's evidenced herein. Lessee shall assure Lessor is named as an additional insured on such policy or policies of insurance. All requirements in this paragraph shall be reciprocal and the Lessor shall maintain the same insurance and shall have the same duties and responsibilities to the Lessee as set forth herein above.

10. **FIXTURES AND PERSONAL PROPERTY.** Any trade fixtures, equipment, or personal property permanently installed/attached to the premises, building or parcel by or at the expense of Lessee shall be and remain the property of the Lessee and the Lessor agrees that the Lessee shall have the right to remove any and all property prior to the expiration or termination of lease as long as no default exists under this lease. Lessee agrees at their expense they will repair any damage to the premises by reason of the removal of any trade fixtures, equipment, or other personal property as described above.

11. **REPAIRS AND MAINTENANCE.** Lessee shall make any repairs or replacements necessitated by damage caused by the Lessee or its employees, agents, invites, or visitors. Provided, however, if Lessee does not make any such repairs or replacements promptly, Lessor may, at its sole option, make the repairs or replacements after 10 days prior written notice to Lessee, and Lessee shall repay the cost of the repairs or replacements to Lessor on demand. Lessor will

maintain the certifications on the fire extinguishers and Lessee shall allow access to such when maintenance is required.

12. ENTRY BY LANDLORD. Lessor reserves the right to enter the premises of the building.

Lessee agrees to monthly inspections with 24 hours notice to ensure cleanliness of "Galley" and the condition of all supplied restaurant equipment. If such inspection finds unreasonable wear and tear on the equipment or the building or unapproved alterations were done to the premises the landlord may cancel this lease effective immediately and seek monetary damages from the Lessee to make repairs.

13. DEFAULT. THE FOLLOWING SHALL CONSTITUTE EVENTS OF DEFAULT

- a. If Lessee shall fail to pay any rent or perform their stated duties in this lease.
- b. Lessee shall fail to comply with any term, provision, covenant, of the Lease and shall fail to remedy such failure within 20 days after notice from Lessor. If remedy cannot be made within 20 days the Lessee will provide the Lessor with the intention to institute all steps necessary to remedy such situation and thereafter diligently pursue all steps necessary to remedy.
- c. If an action or proceeding is commenced by or against the Lessee under the federal bankruptcy laws or any other federal or state insolvency laws, and in the event of an involuntary action or proceeding the same is not discharged within 60 days after the commencement.
- d. If Lessee fails to maintain the insurance policy and coverages required within 7 days of being notified by Lessee's insurance company that their coverage has lapsed.
- e. If Lessee fails to maintain a valid Dept of Health Food Establishment Permit and a Village of Catskill Vendor Permit.

14. REMEDIES UPON LESSEE'S BREACH OR DEFAULT. If the Lessee defaults in fulfilling any of the covenants or terms of the lease, or if the premises become vacant or deserted, then, in any one or more of such events, Lessor shall have the following remedies in addition to all other rights and remedies afforded by law and/or by this agreement:

- a. Reentry. Lessor may re enter the premises immediately and remove all of the Lessee's personal property therefrom. Lessor may store the property in a public warehouse or at another place of its choosing at the Lessee's expense.
- b. Termination. After reentry, Lessor may terminate the lease on giving 5 days written notice of termination to Lessee. Reentry only, without notice of termination, will not terminate the lease.

15. **DEFAULT BY THE LESSOR.** In the event the lessor defaults in the performance of any one or more of its obligations hereunder and such default continues for 30 days after the Lessee shall have given the Lessor notice that such default exists (except that if Lessor cannot reasonably cure any such default within such 30 days shall be extended for a reasonable time, provided that the Lessor shall commence to cure such default within such period and proceeds continuously and diligently thereafter to effect such cure) such will constitute an event of default hereunder.

16. **UTILITIES.** Lessee agrees to pay for the electricity for the premises. The Lessor shall be responsible for providing and maintaining water, sewer, trash removal service , and the light bulbs for the exterior lights. Should the water, sewer, and electrical lines need updates or repairs the Lessee should notify DPW (943-5505)

17. **PERMITS.** Lessee must have a valid Dept of Health permit and a Village of Catskill vendor permit filed with the village clerk prior to the commencement of this lease.

18. **INTERRUPTION OF UTILITIES/SERVICES.** In the event of any interruption or malfunction for any reason of any utility or service to the premises or building, Lessor shall use reasonable diligence to restore the utility or service. However, any such interruption or malfunction, if restored within a reasonable time, shall not entitle Lessee to be relieved from any of its obligations under this lease. Should any of the equipment or machinery breakdown, or for any cause beyond the reasonable control of the Lessor cease to function properly, Lessor shall use reasonable diligence to repair the machinery or equipment promptly, but Lessee shall have no claim or rebate for rent for the length of time reasonably used required to repair.

19. **DESTRUCTION OF PREMISES.** If at any time during the term of this lease, the premises or any part of the building or parcel shall be damaged or destroyed in a way that does not render the premises unfit for the conduct of the Lessee's business or that does not injure Lessee's business, Lessor shall promptly and through the exercise of reasonable diligence repair the damage and restore the premises, at Lessors expense, to the condition in which the premises existed immediately prior to the damage or destruction. In such case there shall be no abatement of rent.

20. **ACCEPTANCE OF PREMISES BY LESSEE.** Lessee has inspected the premises

and accepts the same "AS IS" in its present condition.

21. LESSEE DEPOSITS. No security deposit is required with this Lease

22. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease, or sublet all or any portions of the premises.

23. GOVERNING LAW. This lease shall be governed by, construed and enforced in accordance with the laws of the State of NY.

24. ENTIRE AGREEMENT. This lease contains the entire agreement between the parties.

25. RELATIONSHIP OF PARTIES. Nothing herein shall be construed to create an employer/employee or joint venture relationship between the Lessor and Lessee.

26. NOTICES. Any notice or other communication under this lease shall be in writing and be sent via certified mail, email with return receipt requested, or by hand.

IN WITNESS WHEREOF, the Lessor and Lessee have respectively signed and sealed this lease as of the date listed below.

LESSOR

LESSEE

VILLAGE OF CATSKILL

Sign

Date

Print

Sign

Date