

TOMPKINS CENTER FOR HISTORY AND CULTURE LEASE AGREEMENT

LANDLORD: Tompkins County, a municipal corporation with an office at 125 East Court Street, Ithaca, New York 14850

TENANT: _____, a not-for-profit corporation with an office at _____, Ithaca, New York 14850

PROPERTY ADDRESS: 121 North Tioga Street, The Commons, Ithaca, New York 14850 (the "Building").

1. RENTAL AMOUNT: Commencing _____, 2018 Tenant agrees to pay Landlord the sum of \$____ per month ("Rent") in advance on the 1st day of each calendar month, together with Additional Rent (described below). Said rental payment shall be delivered by Tenant to Landlord at the following location: in hand or mailed to 125 East Court Street, Ithaca, New York 14850. Rent must be actually received by Landlord, or designated agent, in order to be considered in compliance with the terms of this agreement. A late charge of 5% of the current rental amount shall be incurred if rent is not paid within five (5) days of when due.

2. PREMISES: The Premises consist of the portion of the Property described in Exhibit A to this Lease Agreement consisting of a certain amount of offices, display areas and storage areas within the Building. The Tenant shall also have the right to the non-exclusive use, in common with the other Tenants of the Building, of common areas for purposes of access to the Premises, kitchen facilities, meeting rooms, restrooms, hallways, and elevators.

2. TERM: The premises are leased on the following lease term: for a term commencing at midnight on _____, 201__, and running until midnight on December 31, 2023. While the individual leases of the Tenants of the Building may commence before or after January 1, 2019, the intent of the Landlord is for the common Tenants of the Property to each complete a coterminous five-year lease term on December 31, 2023.

[NOTE: For Tenants with large square footage and/or capital investments in the Building, options rights to renew for additional terms may be included.]

3. SECURITY DEPOSITS: Tenant shall deposit with landlord the sum of \$____, equal to two months of Rent, as a security deposit to secure Tenant's faithful performance of the terms of this lease. After the Tenant vacates the premises, the Landlord may use the security deposit for the cleaning of the premises, any unusual wear and tear to the premises or common areas caused by the Tenant, and any Rent or other amounts owed by the Tenant to the Landlord pursuant to the Lease Agreement. Tenant may not use said deposit for rent owed during the term of the lease. Within 21 days of the Tenant vacating the premises, Landlord shall furnish Tenant a written statement indicating any amounts deducted from the security deposit and returning the balance to the Tenant.

4. INITIAL PAYMENT: Tenant shall pay the first month rent of \$____ and the security deposit in the amount of \$_____ for a total of \$_____. Said payment shall be made in the form of cash, check, cashier's check, or electronic fund transfer, and is all due prior to occupancy.

6. SUBLETTING OR ASSIGNING: Tenant agrees not to assign or sublet the Premises, or any part thereof, without first obtaining written permission from Landlord. Any occupation of the Premises by a third party without the Landlord's written consent, whether by subletting, sharing, co-location or other arrangement, whether or not rent is paid by the third party, shall be considered as a violation of this Lease Agreement. The Tenant understands and agrees that the Premises are subject to a Tenant Review and Approval Process that includes the other Tenants of the Building and the Landlord, which Tenant Review and Approval Process is incorporated herein by reference and is intended to include any amendment or revision of the same.

7. ADDITIONAL RENT: Tenant shall pay its proportionate share of all utilities and/or services supplied to the Premises, including the electric, gas, water, telephone, internet, security, alarms, access controls, janitorial, snow removal, pest control, common area maintenance, repair, and other services provided to the Building. The proportionate share for the Tenant is determined by dividing the total square footage of the Building leased by the Tenant by the total square footage of all of the Tenants of the Building. The proportionate share allocated to the Tenant for purposes of calculating Additional Rent is ___ percent.

8. PARKING: Tenant is allowed the use of the driveway located next to the rear of the Building with access onto East Seneca Street for purposes of attended deliveries to the Building. No other parking rights are provided in this Lease Agreement.

9. CONDITION OF PREMISES: Tenant acknowledges that the Premises have been inspected. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. Tenant promises to keep the premises in a neat and sanitary condition and to immediately reimburse landlord for any sums necessary to repair any item, fixture or appurtenance that require service due to Tenant's, or Tenant's invitee, misuse or negligence. Tenant agrees to comply with the requirements of the City of Ithaca and Tompkins County for trash and recyclable collection and will not store garbage or refuse on the Premises. If this term is breached, Landlord may give Tenant a three (3) day notice to comply. If Tenant fails to comply with the notice, Landlord shall be allowed to enter the Premises, clean and charge Tenant for the cost of the cleaning.

Tenant shall notify the Landlord in the event Tenant becomes aware of any broken fixtures, appliances, and appurtenances, including any electrical, gas, or plumbing conditions.

10. ALTERATIONS: Tenant shall not make any alterations to the Premises or the Building, including but not limited to installing fixtures and equipment, moving or removing walls, doors, or other partitions, without first obtaining written permission from Landlord. Tenant shall not change or install locks, paint, or wallpaper on the Premises or the Building without Landlord's prior written consent.

11. LATE CHARGE/BAD CHECKS: A late charge of 5% of the current rental amount shall be incurred if rent is not paid within five (5) days of when due. The Landlord shall have the right to charge interest on any Rent or Additional Rent that remains unpaid for thirty days at the rate of 12 percent per annum.

12. NOISE AND DISRUPTIVE ACTIVITIES: Tenant or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other Tenants of the Building, neighbors, the Landlord or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises.

13. **LANDLORD'S RIGHT OF ENTRY:** Landlord may enter and inspect the Premises during normal business hours and upon reasonable advance notice to Tenant. Landlord is permitted to make all alterations, repairs and maintenance that in Landlord's judgment is necessary to perform. In addition, Landlord has the right to enter without advance notice in the event of an emergency. In the event of an emergency, the Landlord shall provide notice of such entry to Tenant as soon thereafter as reasonably practicable.

14. **REPAIRS BY LANDLORD:** Where a repair is the responsibility of the Landlord, Tenant must notify Landlord with notice stating what item needs servicing or repair. Tenant must give Landlord a reasonable opportunity to service or repair said item. Tenant acknowledges that rent will not be withheld based upon a claim of failure to repair.

15. **PETS AND SMOKING:** No dog, cat, bird, fish or other domestic pet or animal of any kind may be kept on or about the Premises without Landlord's written consent. It is the intent of the Landlord and the Tenant that the Premises are rented without any pets. Smoking is not allowed inside the Premises or the Building. Tenants may only smoke outside of the Building in designated smoking areas.

16. **FURNISHINGS:** The Premises are rented unfurnished.

17. **INSURANCE:** Tenant may maintain a personal property insurance policy to cover any losses sustained to Tenant's personal property or vehicles. It is acknowledged that Landlord does not maintain this insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes. It is acknowledged that Landlord is not liable for these occurrences, unless caused by the intentional conduct or gross negligence of the Landlord. It is acknowledged that Tenant's insurance policy shall solely indemnify Tenant for any losses sustained. Tenant's failure to maintain said policy shall be a complete waiver of Tenant's right to seek damages against Landlord for the above stated losses.

18. **TERMINATION OF LEASE/RENTAL AGREEMENT:** This lease is based on a fixed term. At the expiration of said fixed term this Lease Agreement shall terminate. In the event the Tenant does not vacate the Premises at the conclusion of the term, the Tenant shall be deemed a hold over Tenant, with a tenancy on a month to month basis. upon the approval of Landlord. Where said term continues on a month to month basis, the Landlord may terminate this tenancy by the serving of a 30-day written notice at any time. Landlord allowing continued occupancy by the Tenant after the termination of the Lease term shall not constitute a waiver of its rights.

19. **POSSESSION:** If Premises cannot be delivered to Tenant on the agreed date due to a casualty loss, total or partial destruction of the Premises or the Building, a delay in the construction and renovations to the Premises and/or the Building, or failure of previous Tenant to vacate, either party may terminate this agreement upon written notice to the other party at their last known address. It is acknowledged that either party shall have no liability to each other except that all sums paid to Landlord will be immediately refunded to Tenant.

20. **DEFAULT:** In the event of a breach of the terms of this lease by the Tenant, including a failure to pay Rent or Additional Rent, failure to operate in accordance with the Governance Rules, Landlord shall have the right to terminate this lease and proceed with an eviction of the Tenant. If evicted, the Tenant shall be responsible for reasonable attorney's fees and court costs of the Landlord.

21. WAIVER: Landlord's failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by Landlord of such condition or right. Landlord's acceptance of Rent or Additional Rent with knowledge of any default under agreement by Tenant shall not be deemed a waiver of such default, nor shall it limit Landlord's rights with respect to that or any subsequent right.

22. VALIDITY/SEVERABILITY: If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

23. ATTORNEY FEES: In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the Premises, the prevailing party shall recover from the other party reasonable attorney fees. All parties waive their rights to have any matter settled by jury trial.

24. NOTICES: All notices to the Tenant shall be deemed served upon mailing by first class mail, addressed to the Tenant, at the Premises or upon personal delivery to the Premises whether or not Tenant is actually present at the time of said delivery. All notices to the Landlord shall be served by mailing first class mail or by personal delivery to the County Attorney, 125 East Court Street, Ithaca, New York 14850.

25. PERSONAL PROPERTY OF Tenant: Once Tenant vacates the Premises, all personal property left in the Premises shall be stored by the Landlord for 30 days. If within that time period, Tenant does not claim said property, Landlord may dispose of said items in any manner Landlord chooses.

26. RULES and REGULATIONS, GOVERNANCE: The Tenant acknowledges that the Tenants of the Building have entered into contemporaneous agreements for the joint governance and operation of the Building, including, but not limited to, access to and use of the common areas, including entranceways, elevator, hallways, meeting rooms, kitchens, and restrooms, as well as rules for the operation of the Building, including hours, cleaning, maintenance, IT, and security. The Tenant agrees to comply with these Governance Rules of the Building (as initially agreed to in the TCHC Memorandum of Understanding, and as may be amended from time to time), and to participate in and adhere to the tenants' responsibilities as a member of the Governance Council described therein. It is intended that the Governance Rules, as may be amended from time to time, are incorporated herein by reference and made a part of the Lease Agreement.

28. ENTIRE AGREEMENT: The foregoing agreement, including any attachments incorporated by reference, constitute the entire Lease Agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, Tenant represents that Tenant has relied solely on Tenant's judgment in entering into this Lease Agreement. Tenant acknowledges its right to consult with independent legal counsel before entering into this Lease Agreement. Tenant acknowledges that Tenant has read and understood this Lease Agreement and has been furnished a duplicate original.

Tompkins County

Landlord

DATE

Print Name

_____ Tenant _____ DATE
[Insert Tenant name]

Print Name

Exhibit A