IDA Resolution #2019-17
Approve Execution of Lease for Bombay Warehouse

WHEREAS, The Town of Bombay proposes to utilize the Bombay Warehouse for the temporary storage of highway department equipment; and

THEREFORE BE IT RESOLVED, that the County of Franklin Industrial Development Agency Board of Directors authorizes the CEO to execute the lease attached hereto as 'Exhibit A' with the Town of Bombay for the use of the Warehouse.

Dave Yando, Secretary

Date

Duly adopted by the IDA Board November 13, 2019
LEASE AGREEMENT

THIS LEASE AGREEMENT is made this ___ day of __________, 2019, by and between COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY, having a mailing address of 355 West Main Street, Suite 428, Malone, NY 12953, hereinafter called the “Landlord” and TOWN OF BOMBAY, with a mailing address of 379 Lantry Road, Bombay, NY 12914, hereinafter called the “Tenant”.

WITNESS

WHEREAS, the parties hereto deem it mutually acceptable, and do agree to enter into a lease agreement relative to the subject premises and desire to set forth the terms and conditions relative to this agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties do hereby agree as follows:

1. LEASED PREMISES. The Landlord, for and in consideration of the payment of rent and the performance of the covenants and agreements by the Tenant, as hereinafter set forth, does hereby demise, let and lease unto the Tenant, and the Tenant hereby hires form the Landlord the following described premises: The 24,000 square foot warehouse building located at 1 County Route 1, Bombay, New York (the “Premises”).

2. RENT. The Tenant will pay the Landlord the sum of One and 00/100 Dollars ($1.00) per month during the term of this Lease. All rental payments hereunder are due in advance on the first day of each month.

3. PAYMENT ADDRESS. Rent shall be received by the Landlord, delivered at the expense of the Tenant, to the below address on or before the 1st day of each month:

   Franklin County IDA
   355 West. Main Street, Suite 428
   Malone, New York 12953

4. LEASE TERM. The term of this lease is six (6) moths, beginning on the date hereof.

5. MAINTENANCE. Tenant agrees to pay for all day to day maintenance relative to the demised Premises. Landlord agrees to pay for any structural repairs, including structural repairs to water, sewer, electrical and heat.

6. UTILITIES & TAXES. Tenant agrees to pay for all utility services, including but not limited to, electricity and heat, phone, cable, garbage, and snow removal rendered or furnished to the demised Premises during the term hereof. Landlord agrees to pay all real estate taxes levied upon said premises and sewer and water.
7. **INSURANCE.** At its cost and expense, Tenant shall carry the usual and customary fire loss, casualty, liability (in the amount of $1 Million) and renter’s insurance coverage on the leased premises and will name the Landlord as an additional insured.

8. **USE OF PREMISES.** (a) Tenant shall have the right of use of the leased Premises for any and all lawful purposes associated with a commercial business. Tenant will not store any items or personal property that is hazardous or flammable, or anything that would emit or leak oil, gas, hazardous, or flammable materials.

   (b) Tenant will indemnify and hold Landlord harmless from and against all injuries to persons, or damage to the Premises that arise out of or in connection with Tenant’s use and occupancy of the Premises. Tenant will indemnify and hold Landlord harmless from and against any and all claims, judgments and liabilities for injuries to persons and damage to the Premises, and for any claim whatsoever that may arise out Tenant’s use and occupancy of the Premises, and agrees to reimburse Landlord for any and all costs, attorneys’ fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

9. **ASSIGNMENT AND MODIFICATIONS.** Tenant agrees not to assign or subject this lease to a party not bound by this lease without first obtaining the written consent of the Landlord to such assignment.

10. Tenant will not build, modify or change the leased Premises, without first obtaining the written consent of the Landlord to such modification. Consent to build or construct shall not be unreasonably withheld.

11. **INSPECTION.** Tenant further agrees to permit the Landlord or the Landlord’s agents to inspect or examine the leased Premises and any and all structures, buildings and improvements located or erected thereon at any reasonable time upon reasonable prior notice to Tenant.

12. **PEACEFUL OCCUPANCY.** Landlord covenants and agrees that if the Tenant shall perform all of the covenants and agreements herein stipulated to be performed on Tenant’s part, the Tenant shall, at all times during said term, have the peaceable and quiet enjoyment and possession of said premises without any manner or hindrance from the Landlord or any persons lawfully claiming through the Landlord.

13. **NOTICES.** Whenever in this lease there shall be required or permitted that notice or demand be given or served by either party to this lease, to or on the other, such notice or demand shall be given or served in writing, by regular first class mail, addressed as follows:

   **TO THE LANDLORD AT:**
   
   Franklin County IDA  
   355 West Main Street, Suite 428  
   Malone, NY 12953

   **TO THE TENANT AT:**
   
   Town of Bombay  
   379 Lantry Road
All rental payments shall be made to the Landlord at the above address, or any other address it shall so designate. These addresses may be changed from time to time by either party by serving notice as provided above.

14. GENERAL PROVISIONS.
   a. This Lease and all of the terms and provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, successors and assigns.

   b. It is mutually agreed by and between Landlord and Tenant that the respective parties shall and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Landlord and Tenant, Tenant’s use of occupancy of said premises, and/or any claim of injury or damage, and any emergency statutory or other statutory remedy. It is further mutually agreed that in the event Landlord commences any summary proceeding for non payment of rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

   c. In the event any of the terms of this agreement shall be deemed unlawful, illegal or void as against public policy, by a court of competent jurisdiction, such determination or decision shall have no force and effect upon the remaining terms and as otherwise set forth herein, the remaining terms and conditions shall remain in full force and effect.

15. DEFAULT. If Tenant shall default in the observance or performance of any term or covenant of this Lease to be observed or performed under or by virtue of any of the terms or provisions in this Lease, Landlord may immediately terminate the lease and take possession of said premises. If Landlord makes any expenditures or incurs any obligations for payment of money in connection with a default of any of the terms of this agreement or with the termination of this lease or the summary repossession of said premises, including, but not limited to, attorneys fees, costs and disbursements in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord within five (5) days of rendition of any bill or statement to Tenant.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year above written.

LANDLORD: FRANKLIN COUNTY IDA
BY: Jeremy Evans, CEO

TENANT: TOWN OF BOMBAY
BY: ___________________________