

THIS AGREEMENT OF LEASE (this "Lease") made December _____, 2022 by and between the TOWN OF MARBLETOWN, a New York Municipal Corporation with offices at 1925 Lucas Avenue, Cottekill, New York 12419 ("Landlord") and, RONDOUT VALLEY FOOD PANTRY, INC., a New York not-for-profit corporation with offices at c/o The Episcopal Church of Christ the King In The Rondout Valley, 3775 Main Street, PO Box 22, Stone Ridge, New York 12484 ("Tenant").

The Landlord hereby leases to the Tenant the following premises: Four (4) designated offices and meeting room situate in the former Town of Marbletown Town Hall at 3775 Main Street, Stone Ridge, New York (the "Premises"), which is situate with other improvements at said location, the entire parcel referred to herein as the "Property".

Landlord also grants to Tenant, in common with Landlord and other tenants and their agents, employees and customers and persons doing work for or business with tenants in the Property the right to use the "common areas" consisting of hallways, restrooms, the parking areas, roadways, pathways, sidewalks, and other areas and facilities designated by Landlord for common use in the Property. The common areas shall be subject to the exclusive control and management of Landlord and Landlord shall have the right to establish, modify, change and enforce rules and regulations with respect to the common areas and Tenant agrees to abide by and conform to such rules and regulations. Landlord will clear snow and keep entrances to building clear.

RENT AND TERM

1. a. Term. The term of the lease shall be for **one year** beginning January 1, 2023, and ending at 12:00 p.m. on December 31, 2023 (the "Term"). Should tenant so desire, upon execution of this lease, payment of the first month's rent and security and providing proof of insurance as required below, Tenant shall have the right to enter and perform leasehold improvements as permitted by this lease rent free until the Term officially begins.

b. Rent. Rent for the Term shall be \$13,800 payable in advance in monthly installments of \$1,150 each commencing on January 1, 2023, and continuing the first day of each and every succeeding month thereafter through and including April 1, 2019. Tenant agrees to pay rent, absolute and without set-off, deduction or abatement. All payments due Landlord under this Lease shall be paid by good check or money order payable to "Town of Marbletown" and mailed to payee at P.O. Box 217, Stone Ridge, New York 12484.

c. Tenant Right of Early Termination. Tenant shall have the right to terminate this lease on sixty (60) days written notice to Landlord provided Tenant is current with all obligations and payments due Landlord under this Lease. Tenant can reduce the amount of office space at \$200 reduction per office with sixty (60) days written notice.

USE AND OCCUPANCY.

3. Permitted Uses. Tenant shall use and occupy the Premises solely to operate a food pantry, including ancillary managerial, administrative and related uses and for no other purpose. Tenant is entitled to use and occupancy of 4 offices and the meeting room and the Town of Marbletown Highway Department will have exclusive use of 2 offices and one bathroom

ALTERATIONS.

4. a. Alterations. Tenant shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Premises ("Alterations") without Landlord's prior consent. Notwithstanding the foregoing, subject to obtaining the prior written consent of Landlord, which consent Landlord agrees not to unreasonably withhold or delay, and subject to the provisions of this Article, Tenant, at Tenant's expense, may make Alterations in or to the interior of the Premises which are nonstructural, do not affect the Building's mechanical, electrical, plumbing, or other Building systems or the structural integrity of the Building, do not affect any part of the Building other than the Premises, do not affect any service required to be furnished by Landlord to Tenant, do not reduce the value or utility of the Building.

MAINTENANCE AND UTILITIES.

5. a. Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense, make all non-structural repairs required for the interior of Tenant's space. Landlord shall be responsible for exterior and structural maintenance.

b. Landlord shall supply heat and electricity. Tenant shall be responsible for the cost of its telephone.

SUBORDINATION AND ATTORNMENT.

6. This Lease is subject and subordinate to any existing or future mortgage given by Landlord or any affiliate of Landlord, which may now or hereafter affect the Premises, and to all renewals, extensions, supplements, amendments, modifications, consolidations, and replacements thereof or thereto. This clause shall be self-operative, and no further instrument of subordination shall be required, provided, however, that upon request of Landlord, Tenant agrees to execute promptly any certificate that Landlord may request confirming Tenant's subordinate interest to any present or future mortgagee. If at any time prior to the expiration of the Term, any mortgage shall be foreclosed Tenant agrees, at the election and upon demand of any owner of the Premises, or of any mortgagee in possession of the Premises, to attorn, from time to time, to any such owner, lessor or mortgagee, upon the then executory terms and conditions of this Lease, for the remainder of the term originally demised in this Lease, provided that such owner, lessor or mortgagee, as the case may be, or receiver caused to be appointed by any of the foregoing, shall not then be entitled to possession of the Premises.

INSURANCE.

7. Tenant shall obtain at its own expense and keep in full force and effect during the Term, a policy of commercial general liability insurance (including, without limitation, insurance covering Tenant's contractual liability under this Lease), under which Tenant is named as the insured, and Landlord, Landlord's managing agent, the present and any future mortgagee of the Premises or the Building and/or such other designees specified by Landlord from time to time, are named as additional insureds. Such policy shall contain a provision that no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Such policy shall also contain a provision which provides the insurance company will not cancel or refuse to renew the policy, or change in any material way the nature or extent of the coverage provided by such policy, without first giving Landlord at least thirty (30) days written notice by certified mail, return receipt requested, which notice shall contain the policy number and the names of the insureds and policy holder. The minimum limits of liability shall be a combined single limit with respect to each occurrence in an amount of not less than \$1,000,000 for injury (or death) and damage to property or such greater amount as Landlord may, from time to time, reasonably require. Tenant shall provide to Landlord upon execution of this Lease and at least thirty (30) days prior to the termination of any existing policy, a certificate evidencing the effectiveness of the insurance policies required to be maintained hereunder which shall include the named insured, additional insured, carrier, policy number, limits of liability, effective date, the name of the insurance agent and its telephone number. Tenant shall be responsible for insuring its own property and leasehold improvements.

DESTRUCTION OF THE PREMISES; PROPERTY LOSS OR DAMAGE.

8. a. If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Landlord and this Lease shall continue in full force and effect except as hereinafter set forth. If the Premises shall be damaged by fire or other casualty, then the Premises shall be repaired and restored to its condition preceding the damage. Tenant's obligation shall be as to all property within the Premises including Tenant's furniture, fixtures, equipment and other personal property, any and all Alterations, construction or other improvements made to the Premises by or on behalf of Tenant and any other leasehold improvements existing in the Premises on the date hereof, all of which shall be restored and replaced at Tenant's sole cost and expense and Landlord's obligation, if any, shall be as to the shell, which constitutes the structure of the Building and the mechanical, electrical, plumbing, air-conditioning and other building-wide systems up to the point of connection into the Premises. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease, if such repairs and restoration are not substantially completed within Landlord's estimated time period, so long as Landlord shall have proceeded with reasonable due diligence. The Rent until such repairs shall be made shall be reduced in the proportion which the area of the part of the Premises which is not usable by Tenant bears to the total area of the Premises; provided, however, should Tenant reoccupy a portion of the Premises for the conduct of its business prior to the date such repairs are made, the Rent shall be reinstated with respect to such reoccupied portion of the Premises and shall

be payable by Tenant from the date of such occupancy. Notwithstanding the foregoing to the contrary, in no event shall the Rent be reduced for a period in excess of three (3) months following the date Landlord substantially completes its repair and restoration obligations hereunder.

b. If the Premises are totally damaged or are rendered wholly untenable, or if the building or buildings shall be so damaged by fire or other casualty that, in Landlord's opinion, either substantial alteration, demolition or reconstruction of the building or buildings shall be required (whether or not the Premises shall have been damaged or rendered untenable), or if the Building, after its proposed repair, alteration or restoration, shall not be economically viable for its intended use, then in any of such events, Landlord, at Landlord's option, may, not later than sixty (60) days following the damage, give Tenant a notice in writing terminating this Lease. In addition, Landlord shall not be obligated to repair or restore the Premises or the Building if a holder of a mortgage or underlying leasehold applies proceeds of insurance to the loan or lease payment balance, and the remaining proceeds, if any, available to Landlord are insufficient to pay for such repair or restoration. If Landlord elects to terminate this Lease, the Term shall expire upon the date set forth in such notice, and Tenant shall vacate the Premises and surrender the same to Landlord without prejudice however, to Landlord's rights and remedies against Tenant under this Lease in effect prior to such termination and any Rent owing shall be paid up to such date and any payments of Rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Upon the termination of this Lease under the conditions provided for in the next preceding sentence, Tenant's liability for Rent thereafter accruing shall cease as of the day following such damage.

c. Notwithstanding anything contained in this Article 8 to the contrary, in the event Landlord elects not to terminate this Lease shall, within sixty (60) days of the date of any casualty described above, If the time period for any repair is estimated to exceeds four (4) months, Tenant shall have the option to terminate this Lease upon thirty (30) days' notice to Landlord. The parties agree that this Article 10 constitutes an express agreement governing any case of damage or destruction of the Premises or the Building by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force shall have no application in any such case.

CONDEMNATION.

9. If the whole of the Premises, shall be acquired or condemned for any public or quasi-public use or purpose, this Lease and the Term shall end as of the date of the vesting of title with the same effect as if said date were the end of the term. If only a part of the Premises shall be so acquired or condemned then, his Lease and the Term shall continue in force and effect but, if a part of the Premises is included in the part of the Premises so acquired or condemned, from and after the date of the vesting of title, the Rent shall be reduced in the proportion which the area of the part of the Premises so acquired or condemned bears to the total area of the Premises immediately prior to such acquisition or condemnation. In the event of any such acquisition or condemnation of all or any part of the Premises, Landlord shall be entitled to receive the entire award for any such acquisition or condemnation, Tenant shall have no claim against Landlord or the condemning authority for the value of any remaining portion of the Term and Tenant hereby expressly assigns to Landlord all of its right in and to any such award.

ASSIGNMENT AND SUBLETTING.

10. Tenant expressly covenants that it shall not (i) assign or otherwise transfer this Lease or the term and estate hereby granted, (ii) mortgage, pledge or encumber this Lease or the Premises or any part thereof in any manner by reason of any act or omission on the part of Tenant, (iii) sublet the Premises or any part without obtaining the prior written consent of Landlord, which consent may withheld for any reason. Any pledge, assignment or sublet in violation of this paragraph shall be void.

DELIVERY OF POSSESSION AND CONDITION OF THE PREMISES.

11. Tenant has examined the Premises and agrees to accept possession of the Premises in the condition and state of repair which shall exist on the date hereof "**as is.**" Tenant agrees that Landlord shall have no other obligation to perform any work or make any installations in order to prepare the Premises for Tenant's occupancy. Tenant further agrees that Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person wrongfully holding over or is in

wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

ACCESS TO PREMISES.

12. Landlord, Landlord's agents and/or affiliates, and the holder of any Mortgage shall each have the right to enter the Premises at all reasonable times upon reasonable prior notice to Tenant, except in the case of an emergency, to (i) examine the same, (ii) to show them to prospective purchasers, mortgagees or lessees, (iii) to make such decorations, repairs, replacements, alterations, improvements or additions as Landlord may deem necessary or desirable to the Premises

SALE OR CONVEYANCE BY LANDLORD

13. The obligations of Landlord under this Lease shall not be binding upon Landlord named herein after the sale, conveyance, assignment or transfer by such Landlord (or upon any subsequent landlord after the sale, conveyance, assignment or transfer by such subsequent landlord) of its interest in the Premises. In the event of any such sale, conveyance, assignment or transfer, Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, grantee, assignee or other transferee that such purchaser, grantee, assignee or other transferee has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

END OF TERM.

16. Upon the expiration or other termination of the Term or any renewal term, pursuant to the terms of this Lease, Tenant shall quit and surrender to Landlord the Premises, broom clean, in good order and condition, ordinary wear and tear and damage for which Tenant is not responsible under the terms of this Lease excepted, and Tenant shall remove all Alterations and property as required by the terms of this lease. Tenant's obligation to observe or perform this covenant shall survive the expiration or sooner termination of the Term. If the last day of the Term or any renewal thereof falls on Saturday or Sunday this Lease shall expire on the business day immediately preceding. In the event Tenant holds over without landlord's consent, rent of the holdover period shall be 20% over the amount of rent at the time the lease term expired.

QUIET ENJOYMENT.

17. Landlord covenants and agrees with Tenant that providing Tenant is not in default, after notice and beyond any applicable grace period, in observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed including, without limitation, the obligation to pay Rent, additional rent and any other charges due and owing under this Lease, Tenant may peaceably and quietly enjoy the Premises, subject, nevertheless, to the terms and conditions of this Lease.

MISCELLANEOUS

18. a. No Waiver. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not prevent a subsequent act which would have originally constituted a violation from having all force and effect of an original violation. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, or as Landlord may elect to apply same, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

b. Merger. This Lease contains the entire agreement between the parties and all prior negotiations and agreements are merged in this Lease. Any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

c. **Waiver of Trial by Jury and Counterclaims.** In any summary proceeding, Tenant waives its right to trial by jury and to interpose any counterclaim in such summary proceeding. In any summary proceeding the prevailing party shall be entitled to an award to attorney's fees, in addition to any other relief as may be awarded.

d. **Inability of Landlord to Perform.** Except as may otherwise provide in this Lease, this Lease and the obligation of Tenant to pay Rent and additional rent hereunder and perform all of the other covenants and agreements hereunder on the part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease to be performed by Landlord or because Landlord is unable to make, or is delayed in making any repairs, additions, alterations, improvements or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of strikes or labor troubles or by accident or by any cause whatsoever reasonably beyond Landlord's control, including but not limited to, laws, governmental preemption in connection with a National Emergency or by reason of any rule, order or regulation of any federal, state, county or municipal authority or any department or subdivision thereof or any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

e. **Notices.** Except as may otherwise expressly be provided in this Lease, any bills, statements, notices, demands, requests or other communications given or required to be given under this Lease shall be deemed sufficiently given or rendered if in writing, personally delivered with receipt acknowledged or sent by a nationally recognized courier service or mailed by registered or certified mail (return receipt requested) addressed as follows or to such other address as either Landlord or Tenant may designate as its new address for such purpose by notice given to the other:

f. **Governing Law and Venue.** This Lease shall be deemed to have been made in New York and shall be construed in accordance with the laws of New York. All actions or proceedings relating, directly or indirectly, to this Lease shall be litigated only in courts located within Ulster County New York.

g. **Hazardous Substances.** Tenant shall not permit the presence, handling, use, storage or transportation of hazardous substances or materials as defined in any applicable federal, state or local law or regulation on the Premises.

IN WITNESS WHEREOF, Landlord and Tenant have respectively executed this Lease as of the day and year first above written.

If to Landlord: Supervisor Town of Marbletown P.O. Box 217 Stone Ridge, New York 12484	If to Tenant: Rondout Valley Food Pantry, Inc. _____ _____ _____
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TOWN OF MARBLETOWN BY: _____ RICHARD PARETE, SUPERVISOR	RONDOUT VALLEY FOOD PANTRY, INC. BY: _____, PRES.
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