

**Port Watson Park, Inc.**  
113 Port Watson Street  
P.O. Box 345  
Cortland, NY 13045

**LEASE AGREEMENT**

Lease Agreement made on \_\_\_\_\_ between Port Watson Park, Inc. (Landlord) and

(tenant) \_\_\_\_\_

(address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(phone) \_\_\_\_\_

For good consideration, it is agreed between the Landlord and Tenant the following terms and conditions all of which they agree to keep and perform:

1. Landlord hereby leases and rents to Tenant the premises described below:

\_\_\_\_\_, at  
**115 Port Watson Street, Cortland, NY 13045.**

for the following purposes: \_\_\_\_\_.

2. This lease shall be in effect commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ and continuing month to month thereafter until terminated in writing by either party with one (1) months notice.
3. Tenant shall pay Landlord in monthly payments of \$ \_\_\_\_\_ payable in advance and due on the last business day of the preceding month. If rent has not been received by the fifth (5<sup>th</sup>) day of the month there will be a late charge of one percent (1%) on the amount outstanding.
4. A security deposit of \$ \_\_\_\_\_ is due upon signing of this lease.
5. Tenant shall maintain full value property insurance covering all goods and vehicles on premises. Tenant agrees to carry commercial general liability insurance in the amount no less than \$1,000,000.00 as well as commercial fire insurance on the leased premises. Landlord shall be listed as an additional named insured on Tenant's policy and a certificate of insurance evidencing coverage will be provided to Landlord. Tenant agrees to hold the Landlord harmless from and indemnify the

Landlord against any and all claims for damage, loss or injury including death, of whatever nature arising out of use or occupancy of the premises, except loss or injury due to negligence on the part of the Landlord. The Landlord agrees to waive it's right of subrogation against Tenant, and the Tenant agrees to waive it's right of subrogation against the Landlord.

6. Upon the expiration of the lease, Tenant will return possession of the leased premises in clean condition free of trash, debris, hazardous materials and environmental contaminants. In addition, all keys to the premises must be surrendered. Upon successful delivery and inspection of the premises as described above, the security deposit will be refunded within fifteen (15) business days.
7. Tenant shall have access to electrical power, natural gas, and water when available. Gas and electric meters will be in Tenant's name.
8. Tenant shall not assign nor sublet nor allow any other person or business to occupy the leased premises without Landlord's prior written consent.
9. Tenant may peaceably and quietly enjoy the premises for the term of the lease as long as the terms and conditions of the lease are met. Vehicles will be operated in a safe and courteous manner. Landlord will designate parking areas for Tenant and their employees.
10. Tenant shall not use the premises for any other purpose than stated above. Tenant may erect or display signs on the premises provided it complies with local ordinances and is approved by the Landlord.
11. In the event of any default of payment of rent or other allowed charge, or other breach of this lease, or if premises should be vacated or abandoned, or if tenant should petition for bankruptcy, arrangement or reorganization, Landlord shall have full rights to terminate this Lease in accordance with state law and re-enter and claim possession of the leased premises. In addition, Landlord shall have the right to full reimbursement of any expense because of failure to comply with this lease including repairs, preparation for re-letting, attorney fees and other remedies available to Landlord.
12. Tenant is responsible for day to day maintenance of the leased premises damaged or worn through normal occupancy including by way of illustration, interior lighting facilities, light bulbs, windows and doors, walls and ceilings, restroom facilities and pest control.
13. Tenant shall comply with all building, zoning and health codes and other applicable laws for said leased premises. They shall enforce a "No Smoking" rule inside the leased building and shall keep the area in and around the smoking area clean, disposing of waste in appropriate containers.
14. Tenant can make to the leased property, material or structural alterations including, remodeling, redecorating, additions, improvements and replacements upon obtaining Landlord's prior written consent. All alterations made will become part of the building and property free and clear of any claim by the Tenant. In the case of additional or replacement locks installed on doors to the leased property, a copy of the keys must be supplied to the Landlord.
15. Tenant shall not permit or commit waste to the premises. Tenant will keep area clean and in good appearance. Rubbish, parts and debris will not be stored outside. Petroleum products, liquid materials and flammables will be stored in a safe manner. Landlord will be notified of any hazardous materials detailing type, quantities and disposal procedures. All materials will be stored and disposed in compliance with all applicable laws.

16. The Landlord shall have the right to enter the leased premises with reasonable notice and at a reasonable hour to inspect the premises or perform repairs or for the purpose of showing the premises to prospective buyers.
17. Tenant may not do anything that will cause the title of the Property or the leased premises to be encumbered in any way.
18. No claim shall be made to Landlord for compensation or damages because of interruption of business activity arising from vandalism, fire, flood or other natural disaster.
19. A common dumpster (if provided) will be used for site related waste and according to the rules of the service provider. If a lock is provided the dumpster must be locked after use. Generally, there is to be:
  - a) No liquids, hazardous materials, propane tanks, tires or other deposit items.
  - b) Fluorescent bulbs to be limited to a few per load.
  - c) Lumber, metal or other non-compactables to be less than 2 feet in size.
20. Tenant acknowledges that:
  - a) Landlord is responsible for structural problems, roof leaks, driveway maintenance, etc. If a roof leak occurs, Tenant will identify location for repairman.
  - b) Landlord will provide snowplowing of roadways and parking areas as needed. Tenant to remove snow in walkways, door entrances and fire escapes.
  - c) Landlord will pay all real estate property taxes and charges for water and sewer. Should water/sewer usage exceed \$20.00 per month the Landlord reserves the right to collect the overage charges from Tenant.
  - d) Landlord will provide fire extinguishers, including annual inspection service, according to size and type of fire extinguisher required by the Tenant. Tenant is responsible for the security of all fire extinguishers (as listed below) in their building and will report any use.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

21. This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. This Lease shall be governed by the Laws of the State of New York.

Signed this day of \_\_\_\_\_

(Tenant- SIGN) \_\_\_\_\_

(Tenant – PRINT) \_\_\_\_\_

(Landlord) \_\_\_\_\_

Barry Straight