

TOWN OF WASHINGTON/VILLAGE OF MILLBROOK
GYM LEASE CONTRACT

THIS AGREEMENT, made as of the ____ day of December, 2022, between the VILLAGE OF MILLBROOK, Village Hall, 35 Merritt Avenue, P.O. Box 349, Millbrook, New York, 12545 (herein, "Landlord"), and the TOWN OF WASHINGTON, 10 Reservoir Drive, P.O. Box 667, Millbrook, New York 12545, (herein, "Tenant");

WITNESSETH:

WHEREAS, the Village Board of the Village of Millbrook, Landlord, duly held a public meeting on the 14th day of December, 2022, pursuant to Section 1-102 of the Village Law, in connection with a proposal for the Landlord to contract to lease the gymnasium, located at the Millbrook Village Hall, 35 Merritt Avenue, Millbrook New York, to the Tenant, Town of Washington; and

WHEREAS the Village Board of the Village of Millbrook and the Town Board of the Town of Washington have each passed Resolutions authorizing the execution of this Gym Lease Contract in substantially the same form of this document;

NOW, THEREFORE, the Landlord and Tenant, for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Landlord hereby leases to the Tenant the gymnasium located at the Village Hall at 35 Merritt Avenue, Millbrook New York 12545 (hereinafter referred to as "Premises"). The Tenant shall have the non-exclusive right to have and to use said Premises for an initial term of one (1) year beginning on January 1, 2023, as the Date of Possession for the regular conduct of Tenant's recreational programs at the Premises and ending one year from the Date of

Possession. Tenant shall only use the Premises for the purpose of operating its recreational programs within the space. Tenant and those participating in Tenant's programs will have use of other portions of the Village Hall insofar as necessary for entry to and exit from the building, and will have use of restrooms located within the Village Hall. Tenant shall provide Landlord with a schedule of its intended use so that Landlord may plan its own use of the Premises. Landlord will make best efforts not to cause a conflict with Tenant by its use of the Premises and in the event of a conflict, Tenant's use shall have priority. In addition to the above, Tenant shall have the authority to sublease the Premises and access to the restrooms to other users, subject to the Consent of the Village Board, said consent not to be unreasonably withheld.

2. The Tenant shall pay to Landlord the sum of \$12,390.00 per annum for the use of the Premises, furnished in one lump sum to be made on or before April 1, 2023.

3. Tenant shall not make any structural alterations, additions or improvements to any portion of the premises.

4. Tenant shall maintain, or cause to be maintained, commercial general Liability insurance with limits of liability not less than \$1,000,000 per occurrence with a general aggregate of not less than \$3,000,000 covering liability arising from Tenant's operations and activity on the Premises, personal injury, and contractual liability that includes this Lease as an insured contract; Tenant shall also maintain Umbrella liability insurance with limits of liability of not less than \$5,000,000 per occurrence. Tenant shall name Landlord as an additional insured with respect to Tenant's negligence for any claims arising out of Tenants operations in or upon the premises. Landlord shall name Tenant, its employees, officers, directors, subsidiaries, affiliates, partners, or sublessees, as additional insureds with respect to Landlord's negligence for

any claims arising out of operations of the Landlord or Landlord's agents or contractors in or upon the Building, Premises, or Common Areas.

To the extent that any liability claim against Landlord is not covered by this liability insurance, Tenant agrees to indemnify and hold Landlord harmless, to the fullest extent permitted by Law, including the payment of reasonable attorney's fees, for any and all liability claims, and the defense of such liability claims brought against Landlord arising out of or relating to the Tenant's use of the Leased Premises. The only exceptions to the above are that Tenant will have no duty of indemnification for liability for 1) any intentional tort committed by Landlord, or 2) any claim directly by Tenant (as distinct from third party claims) against Landlord, or 3) negligent act or omission of the Landlord. Tenant will maintain sufficient insurance to insure the contents and fixtures maintained by Tenant on the Premises. Landlord and Tenant hereby waive any rights of subrogation on behalf of their respective insurers and agree that all policies of insurance will reflect such waiver of subrogation. Tenant agrees to deliver to Landlord within thirty (30) days of the commencement of the Term hereof, either copies of insurance policies or certificates of insurance reflecting the insurance coverages and endorsements enumerated herein. Tenant's insurance policy shall provide for ten (10) days advance written notice to Landlord prior to termination or cancellation."

Each party shall furnish proof of insurance to the other party evidencing all of the above-described insurance policies prior to or upon execution of this Lease and annually thereafter, but not later than twenty (20) business days after the expiration of each policy. All policies shall provide that not less than thirty (30) days prior written notice of cancellation or non-renewal shall be given to the other party

5. This lease may, at the option of the Tenant, be renewed for two successive terms of one (1) year each beginning upon the first day after the initial term or renewal term and ending one year from that date. The Tenant shall provide the Landlord at the above address a written notice of its intention to renew ninety (90) days prior to the end of the initial term or renewal term stated herein. On or before the renewal date, Tenant shall pay Landlord an amount equal to the current year's rent plus 5%. The Renewal Terms shall be subject to all the terms and provisions of this Lease.

6. With respect to the condition and maintenance of the Premises, and/or with respect to the ability of the Tenant to continue its scheduled use of the Premises for the purposes intended, Tenant shall be responsible for all repairs, but not capital improvements, resulting directly from its use of the Premises. Tenant shall, at its own cost and expense, maintain the Premises and surrounding areas in clean condition and good repair.

7. Landlord shall provide, at its sole cost and expense heat and electric used by the Tenant and arising out of Tenant's utilization of the Premises. Tenant agrees to maintain the Premises at a reasonable temperature and to repair any program-generated damage to the Premises by the end of the Term.

8. The Tenant's payment for use of the Premises shall be prorated in the event this Lease is not renewed, with expenses waived for any days that Tenant is unable to use the Premises due to Landlord's refinishing the floor of the Premises.

9. The Town of Washington Recreation Coordinator would be given a key and any access codes to the Village Hall and would be responsible for opening and closing the Premises,

as well as ensuring that the Village Hall and Premises are secured if the Premises are accessed outside of normal business hours.

10. Tenant shall be responsible for initiating, maintaining and supervising safety precautions in connection with its use of the Premises. Tenant is responsible for ensuring that participants in its program(s) abide by any governmental laws or guidelines relating to the prevention of COVID-19 infection and sickness.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first above written.

TOWN OF WASHINGTON

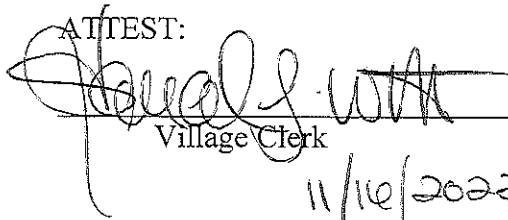
ATTEST:

Town Clerk

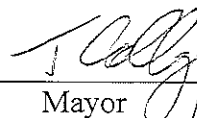
By: _____
Supervisor

VILLAGE OF MILLBROOK

ATTEST:



Village Clerk
11/16/2022

By: 

Mayor
11/16/2022