

LEASE AGREEMENT

The Landlord and Tenant agree to lease the Premises at the Rent and for the Term stated on these terms:

LANDLORD:

THE FIRST CHURCH OF CHRISTIAN SCIENCE

Address for Notices:

89 Tinker Street, Woodstock, NY 12498

TENANT:

TOWN OF WOODSTOCK

Address for Notices:

45 Comeau Drive, Woodstock, NY 12498

SUBTENANT:

GOOD NEIGHBOR FOOD PANTRY

Premises: 89 Tinker Street, Woodstock, NY 12498

Lease Date: 7/14/2022

Term: 2 Years

Yearly Rent: \$2,000.00

Beginning: 7/14/22

Monthly Rent: N/A

Ending: 7/14/24

Security: waived

The first year's rent will be payable in advance by the Tenant to the Landlord upon the execution of this lease.

1. Use

Use only as a food pantry, for receiving, storing and distributing food and related items. The Landlord will have occupancy of the front room and have access to the bathroom and the Subtenant will utilize the middle room, back room and basement. Tenant will have use of second-floor room on the south side of the building, and the Landlord reserves use of the second-floor room on the north side (overlooking the street). The Subtenant will have the use of the back parking lot, however, there shall not be any overnight parking.

2. Rent, added rent

The Tenant will take over utilities under its name and expense and will also make electrical upgrades to accommodate freezers and refrigerators for the Subtenant. To the extent there is any increase in the Landlord's insurance due to the Tenant and the Subtenant's occupancy, that cost will be borne by the Tenant. Tenant will put propane in its own name and the water bill will be paid by the Landlord. Tenant will also pay for snow removal and sanding including the front sidewalk and driveway and access bridge from parking lot. The Landlord is responsible for clearing the back parking lot. Otherwise all costs incurred by the Town of Woodstock will be reimbursed by the Good Neighbor Food Pantry within thirty

days of notice and are considered additional rent.

3. Utilities and services

Maintenance service contracts if any shall be maintained, continued and paid for by Tenant. These charges will be added rent.

4. Repairs, alterations

The Tenant and the Subtenant will be responsible for the maintenance of the premises and will be responsible for returning the premises upon the expiration of the lease in substantially the same condition as was in on the date of occupancy. All capital repairs will be the responsibility of the Landlord.

5. Space "as is"

Tenant has inspected the Premises. Tenant states that they are in good order and repair and takes the Premises "as is."

6. Fire, damage

Tenant must give Landlord immediate notice in case of fire or other damage to Premises. Landlord will have the right to repair damage within a reasonable time or cancel this Lease. If Landlord repairs, Tenant shall pay rent only to the date of the fire or damage and shall start to pay rent again when the premises become usable. Landlord may cancel the Lease by giving Tenant 3 days' written notice. The Term shall be over at the end of the third day and all rent shall be paid to the date of damage.

7. Liability

Landlord is not liable for loss, expense or damage to any person or property unless it is due to Landlord's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant and Subtenant. Tenant and Subtenant are responsible for all acts of, employees, guests and invitees. At the inception of the lease, appropriate proof of insurance shall be provided by the Tenant and Subtenant.

8. Condemnation

If all of the Premises is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Premises. If any part of the Premises is taken, Landlord may cancel this Lease on notice to Tenant setting forth a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Premises to Landlord on the cancellation date together with all rent due to that date. The entire award for any takings belongs to Landlord. Tenant

gives Landlord any interest Tenant might have to any part of the award and shall make no claim for the value of the remaining part of the Term.

9. Compliance with authorities

Tenant must, at Tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, property owners associations, insurance carriers or Board of Fire Underwriters or similar group. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does Tenant must pay the increase as added rent.

10. Tenant's default and Landlord's remedies

A. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the Lease, improper subletting all or part of the premises, or allowing another to use the Premises.
3. Improper conduct by Tenant or other occupant of the Premises.
4. Failure to fully perform any other term in the Lease.

B. If tenant fails to correct the defaults in section A within 15 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. Tenant continues to be responsible for rent, expenses, damages and losses until vacating the premises.

C. If the Lease is cancelled, or Tenant vacates the Premises, Landlord may in addition to other remedies take any of the following steps:

1. Enter the Premises and remove Tenant and any person or property;
2. Use dispossess, eviction or other lawsuit method to take back the premises.

11. Correcting tenant's default

If Subtenant fails to correct after notice from Tenant, Tenant may correct it for Subtenant at Subtenant's expense. The sum Subtenant must repay to Tenant will be added rent.

12. Waiver of jury, counterclaim, set off

Landlord and Tenant waive trial by a jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property damage claim). In a proceeding to get possession of the Premises, Tenant shall not have the right to make a counterclaim or set off.

13. No waiver

Landlord's failure to enforce any terms of this Lease shall not prevent Landlord from enforcing such terms at a later time.

14. Quiet enjoyment

Landlord agrees that if Tenant pays the rent and is not in default under this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term of this Lease.

15. Successors

This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant. Landlord acknowledges the premises is being sublet to the food pantry.

16. Representations, changes in Lease

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

17. Paragraph headings

The Paragraph headings are for convenience only.

18. Effective date

This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

The parties have entered into this Lease on the date first above stated.

THE FIRST CHURCH OF
CHRISTIAN SCIENCE

TOWN OF WOODSTOCK

Landlord: By,

Tenant: By,