

NEW YORK STATE
OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES
1450 WESTERN AVENUE
ALBANY, NEW YORK 12203

MODEL LEASE
FOR USE BY
CHEMICAL DEPENDENCE PROGRAMS

January 1, 2006

NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES

USE OF LEASE BY CHEMICAL DEPENDENCE PROVIDERS

1. Please do not execute this lease until it has been reviewed by your attorney and you have written OASAS approval.
2. Upon execution of this lease, have the contract or a "Memorandum of Lease" recorded in the County Clerk's Office, and a copy with recording information forwarded to:

ATTENTION: Counsel for Capital Development
New York State Office of Alcoholism and Substance Abuse Services
1450 Western Avenue
Albany, New York 12203-3526

3. If a standard commercial lease is required by the landlord, landlord must accept a rider, addendum or amendment to the lease which incorporates into the lease the following paragraphs from the standard lease:

- The landlord acknowledges that the rights of reentry into the premises as set forth in this lease do not confer on the landlord the authority to operate a chemical dependence facility or program.

- Tenant shall not assign this lease except at the direction of the New York State Office of Alcoholism and Substance Abuse Services. Said Office may direct the Tenant to assign the lease to the Office or to another New York State approved program for the purpose of conducting on the demised Premises a business substantially similar to that of Tenant.

- In the event of a default by the Tenant under the terms and conditions of this agreement, Landlord shall give written notice by registered mail to the Tenant of the existence of default and the specific nature thereof, and shall otherwise comply with the provisions of this paragraph, prior to the commencement of any action or proceeding based upon such default or prior to the issuance of any formal notice of default under, or termination of, this agreement by the Landlord. Tenant shall have a thirty (30) day period, after receipt of such notice, to cure the default or in the case of a default that cannot be cured within thirty (30) day period, to commence the curing of such default during such 30 day period of time and to complete the same within a reasonable period of time thereafter. Upon Tenant's failure to cure said default, Landlord agrees to give to the Commissioner of the New York State Office of Alcoholism and Substance Abuse Services (OASAS), 1450 Western Avenue, Albany, New York 12203-3526, a separate written notice (in addition to

the foregoing notice afforded Tenant), that a specified default on the part of the Tenant remains unremedied. The Commissioner, in the Commissioner's sole discretion, shall have the right to remedy such default on behalf of the Tenant within sixty (60) days after receipt of such notice. Upon the expiration of such 60 day period of time, the Landlord shall then have the right to proceed to issue any formal notice of default or termination under this agreement or to commence any action or proceeding against the Tenant based upon such default.

- In the event the State of New York discontinues the funding necessary for Tenant to continue to operate said facility or for any reason withdraws its certificate of approval for said facility, this lease will terminate sixty (60) days after landlord receives written notice from tenant of such discontinuance of state funding, without further liability to either party, except that this lease shall not be deemed terminated and Tenant shall remain liable therefor if said revocation of approval is caused by the voluntary withdrawal from the program by Tenant or as a result of any fault of Tenant in the operation of said program, as determined by the New York State Office of Alcoholism and Substance Abuse Services.

- Tenant reserves for itself the right to make any alterations required for its particular purposes at its own cost and expense. Alterations necessary to ensure Tenant's compliance with all conditions of its New York State Office of Alcoholism and Substance Abuse Services operating certificate, or certificate of approval may be made without the consent of the Landlord. All other alterations that the Tenant may find necessary shall be made subject to Landlord's approval. Such approval shall not be unreasonably withheld, providing that the proposed changes are not in violation of rules, ordinances, or regulations of government authority and the board of fire underwriters.

- The Landlord acknowledges that the Tenant is licensed by the New York State Office of Alcoholism and Substance Abuse Services to operate a program serving clients in accordance with the Mental Hygiene Law. The Landlord further acknowledges that the Tenant is subject to applicable provisions of all statutes, rules and regulations, Federal and State, which affect the operation of the program. The Landlord specifically recognizes and expressly agrees that the Office of Alcoholism and Substance Abuse Services is vested with the right to enter the leased premises to inspect and certify the program, and for any other lawful purpose. The Landlord agrees that in the event that said Office revokes or suspends Tenant's license or certificate, then the Office shall have the right, in its sole discretion, to substitute another licensed provider of chemical dependence services in Tenant's place or to operate the facility itself.

4. Term of Lease - Paragraph #2

The minimum term for a treatment program is Five(5) years with a Five(5) year Option. However, longer terms may be appropriate due to extensive and costly renovations. The suggested term for a preventive program is five (5) years.

5. Renewal Term - Paragraph #4

The suggested renewal term for a treatment program is Five(5) years. It is important that either a specific and supportable rent be indicated or a specific percentage increase be stipulated for the renewal term. Do not use the Consumer Price Index.

6. Termination of Lease - Paragraph #18

If this paragraph is included in the lease, the termination notice (number of days) is subject to negotiation. When the cost estimate for rehabilitation by the Tenant is high, this Paragraph may be deleted, thereby making the lease non-cancelable during its initial term.

7. In paragraph 37, the parties must agree on who will pay the identified costs and formalize the determination by crossing out the party who will not pay.

8. Structural and Exterior Alterations - Paragraph #24(b)

Structural and exterior alterations require prior written consent of the Landlord.

9. If Landlord takes any action to cancel this contract, LANDLORD shall notify the Office of Alcoholism and Substance Abuse Services, Attention: Director of Capital Services, in writing at 1450 Western Ave. Albany, New York 12203-3526.

10. Attachments to the lease- It is recommended that a survey map (if available) be attached and made part of the Lease Agreement, if an entire lot and building is being leased. If a part of a building is being leased, a scale drawing of the space with overall dimensions indicated should be attached. If construction is proposed to be performed in leased space by the landlord; plans, specifications, rehabilitation agreement, and work descriptions should be detailed in Paragraph #37 of the lease (with additional references to attachments if necessary).

11. Restoration of Damaged Premises - Paragraph #45 is to be used in a lease under which Tenant has improved the premises with State funds.

12. PARAGRAPHS REQUIRING THE TENANT TO RESTORE OR RETURN THE PREMISES TO THEIR ORIGINAL CONDITION UPON VACATING ARE GENERALLY NOT ACCEPTABLE AND SHOULD NOT BE INCLUDED.

FOR FURTHER INFORMATION OR TECHNICAL ASSISTANCE, PLEASE CONTACT:

Bureau of Capital Services
Office of Alcoholism and Substance Abuse Services
(518) 457-2545

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LEASE AGREEMENT

Made this _____ day of _____, _____,

Between

hereinafter called "Landlord",

And

a domestic Not-for-Profit Corporation, hereinafter called "Tenant".

WHEREAS, the Landlord is the owner of the premises located at

AGREEMENT OF LEASE, made this _____ day of _____,
20__, by and between _____, a
_____, having its principal place of
business located at

(hereinafter referred to as "Landlord") and,

_____, a
_____, having
its principal place of business located at

(hereinafter referred to as "Tenant")

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned, covenant, and agree as follows:

1. The Landlord hereby leases to the Tenant the following described Premises:
in _____ New York ("Premises"):

2. **TO HAVE AND TO HOLD** the said Premises with the appurtenances for the term of _____ beginning with _____ and ending with _____, to be used by the Tenant as _____.

3. The Tenant shall pay rent to the Landlord for the Premises at the rate of _____ per _____ year, payable to _____ at _____ in equal _____ installments.

4. This lease may, at the option of the Tenant, be renewed for a term not to exceed _____ years beginning with _____ and ending with _____ and otherwise on the same terms and conditions herein specified, unless otherwise expressly specified hereinafter by giving to the Landlord at the above address a written notice of its intention so to renew prior to the end of the term stated herein. Upon the exercise of said option the Landlord shall, at its own cost and expense, redecorate the Premises in adequate coat or coats of paint in colors approved by Tenant and of quality similar to the original application.

5. Any holdover by the Tenant after the expiration of the term stated herein or of any extension of such term shall be construed to be a tenancy from month to month and shall otherwise be on the terms and conditions specified herein.

6. It is understood and agreed, that if the demised Premises are not completed and ready for occupancy on the date provided in Paragraph Two (2) herein, the term shall commence on the date possession is given and accepted by Tenant and terminate on the last day of the month which shall be _____ years thereafter. It is further agreed that the renewal period, or periods, if provided in Paragraph Four (4) herein, shall be likewise adjusted.

7. The Landlord agrees that if it fails to pay any interest cost or other charges upon any mortgage or other lien affecting the Premises, including taxes, service charges and insurance for which the Landlord is liable, when any of the same become due, then the Tenant may, after the continuance of any such failure or default for ten (10) days after notice in writing thereof is given by the Tenant to the Landlord, pay such costs or other charges on behalf of and at the expense of the Landlord, including, but not limited to the payment of any fees, penalties, and other related charges and expenses. The Landlord agrees to reimburse the Tenant for all sums so expended or the Tenant shall be entitled to deduct all or any portion of sums so expended from any rent due or that may become due and payable under this lease.

8. With respect to the condition and maintenance of the Premises, and/or with respect to the ability of the Tenant to continue its uninterrupted use of said Premises for the purposes intended, the Landlord shall,

- a. take good care of the Premises, fixtures, and appurtenances and make all repairs necessary to preserve same in good order and condition at its own cost and expense. In exercising the provisions of this paragraph, it is understood and agreed that the Landlord shall be responsible for all major structural repairs. Structural repairs are defined to include: the roof, stairwells, foundation, major plumbing, heating, electrical service, well, septic systems, and windows, but excluding the replacement of broken window glass;
- b. comply with all laws, rules, orders, ordinances and regulations at any time issued or in force, applicable to the Premises, of the borough, city, county, or other municipality, State or Federal governments, and each and every department, bureau and official thereof, and of any board of fire underwriters having jurisdiction over the premises.

9. Notwithstanding any other provisions of this agreement to the contrary, the Landlord shall remove immediately any and all hazards or hazardous materials, including but not limited to asbestos, that may be on the Premises now or which may be discovered therein at any time during the lease term or any renewal or extension thereof. The Landlord further agrees to comply with all laws, rules, orders, ordinances and regulations at any time issued, or in force, as they may relate to hazards or hazardous materials, applicable to the premises, of the borough, city, county or other municipality, State or Federal governments, and each and every department, bureau and official thereof, and of any board of underwriters having jurisdiction of the Premises.

10. In the event that the Landlord fails to comply with any of the provisions of Paragraph Eight (8) or Paragraph Nine (9) of this lease agreement; Tenant, at Tenant's

sole option, may after ten (10) days' notice to Landlord make such repairs, remove such hazards or perform any such acts of compliance as Landlord's agent and deduct the cost thereof from any rent due or that may become due and payable under this lease. Such notice shall not be required where emergency repairs, where emergency removal of such hazards, or where emergency acts of compliance are necessary to preserve the health, safety, and welfare and well being of the clients of the Tenant, to protect the premises or to allow the Tenant the continued uninterrupted use of the premises for purposes intended. Tenant shall be entitled to an abatement of rent for the period of time, if any, that Tenant shall be deprived of the full beneficial use of the Premises, and a proportionate abatement in rent for the deprivation of a partial use of the Premises.

11. Pursuant to the terms of this lease and to the extent permissible by Federal and State laws and regulations protecting the identity of alcoholism and substance abuse program clients, the right of the Landlord to make periodic inspections of the Premises will remain unimpaired and, should inspection disclose damage to the premises caused by the clients of Tenant or the negligence of Tenant's employees, then, in that event, the Landlord may, on written demand to the Tenant, require that such damage be corrected.

12. Landlord will give to the Tenant, in writing, the names, addresses and phone numbers of the Landlord's authorized repairers in the event the Landlord is not available.

13. All employees, agents, and contractors in the hire of the Landlord shall be adequately and properly covered by Workers' Compensation for all work concerned in and about the leased Premises.

14. To the extent permissible by Federal and State laws and regulations protecting the identity of alcoholism and substance abuse program clients, the Tenant shall permit the Landlord at all usual and proper times to enter the Premises for the purposes of inspection or sale and shall allow the Landlord to make repairs and improvements to all parts of the building and to comply with all governmental orders and requirements applicable to the building. It is further understood that Landlord's access shall not be disruptive to clients, programs and/or office activities.

15. The landlord acknowledges that the rights of reentry into the premises as set forth in this lease do not confer on the landlord the authority to operate and alcoholism or substance abuse facility or program.

16. Tenant shall have the right to sublet the leased Premises upon filing a fully executed copy of the Sublease with the Landlord. The Sublease shall provide that the rent payable by the Sublessee to the Tenant thereunder shall be paid directly by the Sublessee to the Landlord, as and when the same is due and payable under said

Sublease, and when received by the Landlord shall be applied by the Landlord against the rent due by the Tenant hereunder. Notwithstanding such Sublease, Tenant shall at all times remain fully responsible for the performance of all terms, covenants, conditions and provisions of this lease on the part of the Tenant to be performed and the payment of rent to the Landlord as herein provided.

17. Tenant shall not assign this lease except at the direction of the New York State Office of Alcoholism and Substance Abuse Services. Said Office may direct the Tenant to assign the lease to the Office or to another New York State approved program for the purpose of conducting on the demised Premises a business substantially similar to that of Tenant.

18. Tenant shall have the right to terminate this lease or any renewal or extension by giving the Landlord at least sixty (60) days prior written notice of its intention to exercise this right. The lease, renewal, or extension shall cease, end and terminate on the date specified in the notice with the same force and effect as though that day were the end of the lease.

19. In the event of a default by the Tenant under the terms and conditions of this agreement, Landlord shall give written notice by registered mail to the Tenant of the existence of default and the specific nature thereof, and shall otherwise comply with the provisions of this paragraph, prior to the commencement of any action or proceeding based upon such default or prior to the issuance of any formal notice of default under, or termination of, this agreement by the Landlord. Tenant shall have a thirty (30) day period, after receipt of such notice, to cure the default or in the case of a default that cannot be cured within thirty (30) day period, to commence the curing of such default during such 30 day period of time and to complete the same within a reasonable period of time thereafter. Upon Tenant's failure to cure said default, Landlord agrees to give to the Commissioner of the New York State Office of Alcoholism and Substance Abuse Services (OASAS), 1450 Western Avenue, Albany, New York 12203-3526, a separate written notice (in addition to the foregoing notice afforded Tenant), that a specified default on the part of the Tenant remains unremedied. The Commissioner, in the Commissioner's sole discretion, shall have the right to remedy such default on behalf of the Tenant within sixty (60) days after receipt of such notice. Upon the expiration of such 60 day period of time, the Landlord shall then have the right to proceed to issue any formal notice of default or termination under this agreement or to commence any action or proceeding against the Tenant based upon such default.

20. In the event the State of New York discontinues the funding necessary for Tenant to continue to operate said facility or for any reason withdraws its certificate of approval for said facility, this lease will terminate sixty (60) days after landlord receives written notice from tenant of such discontinuance of state funding, without further liability to either party, except that this lease shall not be deemed

terminated and Tenant shall remain liable therefor if said revocation of approval is caused by the voluntary withdrawal from the program by Tenant or as a result of any fault of Tenant in the operation of said program, as determined by the New York State Office of Alcoholism and Substance Abuse Services.

21. The Tenant shall permit the Landlord, during the three (3) months next prior to the expiration of the term, to place the usual notices to "To Let" upon the exterior of the Premises.

22. If the Premises or any part thereof, or any appurtenances thereto, are destroyed or so injured, by fire or the elements or any other cause, as to render the Premises untenable or unfit for occupancy, in whole or in part for the Tenant's uses, the Tenant, in its sole discretion, may exercise, by notice in writing to the Landlord, one or more of the following options:

Option A **Quit and surrender the entire demised Premises**, in which event rent shall abate from the time of the fire or other cause and Tenant shall not be liable for further rent unless the Tenant resumes occupancy after restoration or rebuilding as provided in Option C;
or

Option B **Quit and surrender only such part of the Premises as the Tenant deems untenable or unfit for occupancy and retain and occupy the remainder for the balance of the term**, in which event the rent shall be apportioned, according to area, for the part retained, and abated to the end of the term as to the part surrendered, unless the Tenant resumes occupancy after restoration or rebuilding as provided in Option C.

Option C **Resume full occupancy after rebuilding or restoration by landlord.** Notwithstanding the prior exercise of either Option A or Option B, if the Premises shall be promptly restored or rebuilt, or if the Landlord shall agree with the Tenant in writing to restore or rebuild within an agreed time, the Tenant shall have the option upon completion of restoration of the rebuilt premises within a reasonable time or within the agreed time, as the case may be, to resume full occupancy of the entire premises. If the Tenant shall exercise this option by resuming occupancy of the entire Premises, it shall thereafter pay full rent to the date of termination originally fixed in this lease. But, if the Tenant shall not exercise its Option C, the Tenant may, in its discretion, surrender any partially occupied portion retained under Option B without further liability for the payment of rent therefor.

23. The Landlord covenants with the Tenant that Tenant, on paying the rent reserved herein, shall and may peacefully and quietly have and enjoy the said Premises.

24. (a) Tenant reserves for itself the right to make any alterations required for its particular purposes at its own cost and expense. Alterations necessary to ensure Tenant's compliance with all conditions of its New York State Office of Alcoholism and Substance Abuse Services operating certificate, or certificate of approval may be made without the consent of the Landlord. All other alterations that the Tenant may find necessary shall be made subject to Landlord's approval. Such approval shall not be unreasonably withheld, providing that the proposed changes are not in violation of rules, ordinances, or regulations of government authority and the board of fire underwriters.

(b) The language of this Clause notwithstanding, the Tenant may not make any structural alterations to the Premises or perform any alterations to the exterior of the Premises without the prior written consent of the Landlord thereto; said consent shall not be unreasonably withheld.

25. The Tenant shall, at the end of the term, quit and surrender the Premises in as good order and condition as when received, natural wear and tear and damage by the elements, including fire excepted.

26. Any and all articles of personal property, including, without limitation, business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers, drapes, blinds, owned or installed by the Tenant at its sole expense, are and shall remain the property of the Tenant and may be removed by it at any time. The Tenant shall not be required to remove such articles at the end of the lease term or any renewal or extension thereof unless it so elects, providing that if such fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers are removed, the cost of repairing any damage to the building arising from such removal shall be paid by the Tenant.

27. The Tenant shall have the right, at its own cost and expense, to locate or relocate, at anytime, all telephone equipment in the Premises.

28. The Tenant, at its own cost and expense, shall have the right to install an identification sign on the Premises with the approval of the Landlord, which approval shall not be unreasonably withheld.

29. Any notice by the Tenant to the Landlord shall be deemed to be given if mailed by registered or certified mail, addressed to the Landlord at the address given above, and any notice by the Landlord to the Tenant shall be deemed to be given if mailed by registered or certified mail, addressed to the Tenant at the address given above.

30. In case the leased Premises or the building of which same is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if the Landlord shall sell, convey, transfer or assign this lease or rents due under this lease, or if for any reason there shall be a change in the manner of which the rental reserved hereunder shall be paid to the Landlord, proper written notice of such change shall be given by the Landlord to the Tenant. After receipt of such notice, it shall be the Tenant's responsibility to provide proper written notice of the change to the New York State Office of Alcoholism and Substance Abuse Services, attention: Director of Capital Services.

31. The Landlord warrants that it has not withheld from Tenant any knowledge it has of any conditions, including latent conditions of the Premises and local natural conditions, which will prevent the Tenant from the uninterrupted use of the Premises for the purpose intended.

32. This lease shall bind the heirs, executors, administrators, trustees, distributees, successors, assigns and legal representatives of the Landlord and the assigns, sublessees and permittees of the Tenant.

33. The Landlord acknowledges that the Tenant is licensed by the New York State Office of Alcoholism and Substance Abuse Services to operate a program serving clients in accordance with the Mental Hygiene Law. The Landlord further acknowledges that the Tenant is subject to applicable provisions of all statutes, rules and regulations, Federal and State, which affect the operation of the program. The Landlord specifically recognizes and expressly agrees that the Office of Alcoholism and Substance Abuse Services is vested with the right to enter the leased premises to inspect and certify the program, and for any other lawful purpose. The Landlord agrees that in the event that said Office revokes or suspends Tenant's license or certificate, then the Office shall have the right, in its sole discretion, to substitute another licensed provider of chemical dependence services in Tenant's place or to operate the facility itself.

34. In the event the demised premises are substantially condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall not be liable for further rent. Tenant shall be entitled to an award for the fair market value of any alterations and improvements made by or paid for by Tenant and Tenant shall be entitled to an award for the value of the unexpired term of this lease. It is understood and agreed by Tenant and Landlord that any such award to the Tenant shall be applied as directed by the Commissioner of the New York State Office of Alcoholism and Substance Abuse Services.

35. Tenant will subordinate this Lease to the lien of any mortgage if so requested by Landlord, provided that the request is in writing, the subordination is in the form

required by the Office of Alcoholism and Substance Abuse Services and provided that the Tenant's rights under this Lease shall remain in full force and effect during the entire term of this Lease and in accordance with the terms of this Lease.

36. It is understood by both parties hereto that intended use of the leased premises is for a program which is substantially supported by public grants, and whose lawful operation is subject to stringent regulation, with particular regard to building safety, and access for the handicapped. In contemplation thereof, the landlord grants to the tenant the right to make, in a workmanlike manner, any repairs, renovations, or modifications required to conform to rules and standards of any relevant funding or regulatory agency. Any such repairs, renovations, or modifications shall be deemed fixtures to the property, and shall become the sole property and responsibility of the landlord. In the event of a failure to receive funding sufficient to assure continued program operation, or in the event that modification of the leased premises to meet regulatory requirements is found impracticable, either financially or structurally, the tenant shall promptly serve notice upon the landlord of its intention to cancel this lease; such cancellation shall become effective upon the thirtieth day thereafter; and all tenants rights to occupancy and accrual of rents or other charges of any nature shall end at the close of business that day.

37. The cost of electricity and gas (natural propane *cross out one*) is to be paid by [Landlord] [Tenant] (*cross out one*).

The cost of fuel for heat and/or hot water is to be paid by [Landlord] [Tenant] (*cross out one*).

The cost of snow removal and/or lawn care is to be paid by [Landlord] [Tenant] (*cross out one*).

The cost of sidewalk and parking lot maintenance is to be paid by [Landlord] [Tenant] (*cross out one*).

IN WITNESS WHEREOF, the parties hereto have executed this lease on the dates appearing next to their signatures below.

Date: _____ By: _____
Landlord

Date: _____ By: _____
Tenant

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his their capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his their capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

OPTIONAL CLAUSES

ON THE FOLLOWING PAGES ARE
PARAGRAPHS WHICH MAY BE REQUIRED TO BE INCLUDED
WITH YOUR LEASE CONTRACT:

38. Landlord agrees to do all work and provide all materials as indicated in the plans _____ and _____ specifications _____ prepared _____ by _____, and consisting of _____ pages, referred to herein. It is hereby agreed that the total cost of improvements which are to be paid for by Tenant will not exceed _____ Dollars (\$ _____) exclusive of architectural fees in the amount of _____ Dollars (\$ _____) and interest charges not to exceed _____ Dollars (\$ _____). In the event the lease is canceled or Tenant elects to pay the cost of improvements at any time during this lease the unamortized balance will be paid in full.

39. Landlord shall provide janitorial service for the demised Premises to keep the same in order at its sole cost and expense, and no person other than the janitor and assistants will be permitted to enter the demised Premises for such purposes. It is understood and agreed that the janitorial services to be furnished by Landlord under this lease shall include:

1. Floors swept or vacuumed, daily.
2. Equipment dusted, daily.
3. Floors washed and mopped, weekly.
4. Windows washed, monthly.
5. Partition glass washed, monthly.
6. Floors waxed and polished, monthly.
7. Electric light fixtures, etc., cleaned quarter annually.
8. Soap, towels, and toilet paper furnished in all lavatories and/or toilet rooms.
9. Prompt removal of waste and refuse.
10. Sidewalks and entrances kept free and clear of refuse, snow, and ice.
11. Venetian blinds cleaned with damp cloth monthly.
12. Extermination service as necessary.

40. Landlord shall at its sole cost and expense, furnish adequate elevator service from 8 a.m. to 6 p.m., Mondays through Fridays inclusive and provide not less than one elevator on call at all other times. Tenant shall give Landlord twenty-four (24) hours notice for any additional elevator services required after regular business hours and agrees to reimburse Landlord for any additional costs occasioned thereby and

actually incurred by Landlord.

41. Tenant has the right to full use of demised Premises with all services after normal business hours if required, without charge unless specifically provided in the lease.

42. In the event the fire and liability insurance premiums increase during the term of the lease, Tenant agrees to pay any additional premium. Premium for the year 20__/20__ is to be used as the base year. Tenant's obligation shall be limited to ___% of increase, which represents its proportionate share of the building area on the subject tax lot. Said increase to be paid following the presentation by Landlord to Tenant of copies of the receipted insurance bills for the base year and the year in which any increase of insurance is made together with a statement in reasonable detail. Such request for reimbursement must be submitted to Tenant within one (1) year of its due date. It is further agreed Landlord will furnish to Tenant a copy of the policy or policies or certificates of insurance and any changes or renewals thereof, on or before the first day of occupancy of the demised premises by Tenant.

43. In the event the water and sewer charges and/or real estate taxes increase during the term of the lease, Tenant agrees to pay Landlord any increase in taxes and/or water and sewer charges over the base year. The year 20__/20__ is to be used as the base year. (Tenant's obligation shall be limited to ___% of increase, which represents its proportionate share of the building area on the subject tax lot.) Said increase is to be paid following the presentation by Landlord to Tenant of receipts for the base year and the year in which any increase of charges and/or taxes is made, together with a statement in reasonable detail. Such request for reimbursement must be submitted to Tenant within one (1) year of its due date. Conversely, should there be a reduction in the taxes paid on this property, Landlord will grant to Tenant a reduction in rent to the extent of this tax reduction.

44. During the term of this lease or any extension thereof, Tenant will have the option to purchase this property under the following conditions:

- a. If Tenant has not paid for any cost of the rehabilitation of this property, the agreed selling price will be arrived at using the Fair Market Value of this property at the time of the signing of the Purchase Option Agreement, as determined by an independent consultant appraiser who is acceptable to both parties.
- b. If Tenant has paid for, or is now paying for any rehabilitation, the agreed selling price will be determined by the Fair Market Value of the subject property at the time of the signing of the Purchase Option Agreement less the contribution to value of the rehabilitation costs paid by Tenant. The Fair Market Value will be determined as described in the

above paragraph.

- c. If State funds will be used in conjunction with the acquisition of this property, the Tenant must have prior written approval from the New York State Office of Alcoholism and Substance Abuse Services before such purchase.

45. a. Notwithstanding anything in this lease to the contrary, and in addition to any other remedies Tenant may have, if all or any part of the improvements made or caused to be made by Tenant to the Premises is damaged or destroyed by fire or other casualty, Landlord shall commence promptly, and, with reasonable dispatch, continue to restore same to substantially the same condition as existed immediately preceding the damage or destruction. Landlord is not required to expend any sum in excess of the insurance loss proceeds actually received by Landlord to effect such restoration.

b. If Landlord does not commence within _____ days after such damage or destruction and, with reasonable dispatch, continue to restore the demised Premises, Tenant shall have the right, upon giving notice to the Landlord, in addition to other rights provided herein, to restore the leased Premises at Landlord's sole cost and expense. If Tenant elects to restore, Landlord shall promptly pay to Tenant any insurance proceeds in respect of the damage to the demised Premises. In addition thereto, Landlord shall reimburse Tenant upon demand for any cost and expense incurred by Tenant for said restoration, in excess of the insurance proceeds received by Tenant. Until Tenant has been fully reimbursed for such cost and expense, Tenant may deduct same from any payments of Rent due or that may become due. If at the end of this Lease Tenant has not been fully reimbursed therefor, Tenant shall have the right to extend the term of this Lease for any period of time selected by Tenant which is less than or equal to the period which shall enable Tenant to recover such cost and expense by deductions from rent.

46. It is understood and agreed by the parties hereto that Tenant shall hold the Landlord harmless for any personal injury or property damage arising out of the actions of clients under the direct jurisdiction, control and direct supervision of the _____ or out of the negligent acts of Tenant, its employees and officers in the course or scope of employment.