

LEASE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY AND COLONIE YOUTH CENTER, INC.

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") made the _____ day of _____, 2023 by and between the COUNTY OF ALBANY, NEW YORK having its principal office located at 112 State Street, Albany, New York 12207 (hereinafter referred to as the "LANDLORD") and COLONIE YOUTH CENTER, INC. having its principal office located at 15 Avis Drive, Latham, New York 12110 (hereinafter referred to as the "TENANT"), LANDLORD and TENANT hereinafter referred to as the "Parties".

WITNESSETH

WHEREAS, the LANDLORD is the owner of the fee simple title to real property commonly known as the Shaker Place Rehabilitation and Nursing Center located at 100 Heritage Lane in the Town of Colonie, New York (hereinafter referred to as the "Building"); and

WHEREAS, LANDLORD wishes to lease a portion of the Building to the TENANT for the sole purpose of operating a child day care center; and

WHEREAS, it is the desire and intent of both Parties hereto that said day care center be maintained and operated in accordance with and subject to the terms and conditions as hereinafter set forth.

NOW THEREFORE, in consideration of the covenants hereinafter contained and for other good and valuable consideration as hereinafter provided, and the respective mutual promises herein contained, the Parties hereto mutually agree as follows:

1. LANDLORD hereby demises and leases unto the TENANT and the TENANT hereby rents from LANDLORD for use as a child day care center upon the provisions hereinafter specified \pm 7000 square feet of space on the first floor of the Building as outlined and identified in RED on Exhibit A attached hereto and made a part hereof (hereinafter referred to as "the demised premises").

2. The initial term of this Lease shall be three (3) years commencing on February 5, 2024, and expiring February 4, 2027 unless terminated for cause before the expiration of such term as herein provided.

TENANT shall have the right to terminate this Lease "for cause" upon ninety (90) days' notice to LANDLORD if TENANT shall determine, in its exclusive discretion, that enrollment in the day care facility is insufficient for the cost-effective operation of the center. TENANT agrees that such "for cause" termination may not occur during the first six (6) months of the initial Lease term. This "for cause" termination right shall continue during any renewal terms of the Lease.

3. Provided the TENANT is not in default under this Lease and has notified the LANDLORD in writing no later than six (6) months prior to the expiration of the initial term thereof of the TENANT'S desire to renew this Lease, upon mutual consent of the parties hereto, the TENANT shall have the option to renew this Lease for up to five (5) additional terms, each of a duration of five (5) years upon terms and conditions mutually agreeable to the LANDLORD and the TENANT.

4. During the first year of the initial Lease term the TENANT shall pay to the LANDLORD Zero Dollars (\$0.00) annual rent. For the sake of clarity, this shall mean that TENANT shall not be responsible for the payment of any rent from February 5, 2024 through February 4, 2025.

Beginning on February 5, 2025, i.e., the second year of the initial Lease term, the annual rent required to be paid by the TENANT to the LANDLORD for the use and occupancy of the demised premises shall be FIFTY THOUSAND (\$50,000.00) DOLLARS per annum, thereby requiring a corresponding increase in the equal monthly installments

thereafter due and payable by the TENANT to the LANDLORD in advance on the first day of each month.

Beginning on February 5, 2026, i.e., the third and final year of the initial Lease term, and continuing until the expiration of the initial Lease term, the annual rent required to be paid by the TENANT to the LANDLORD for the use and occupancy of the demised premises shall be FIFTY-ONE THOUSAND (\$51,000.00) DOLLARS per annum., thereby requiring a corresponding increase in the equal monthly installments thereafter due and payable by the TENANT to the LANDLORD in advance on the first day of each month.

Rent payments shall be made by check payable to the "Albany County Director of Finance" delivered to the Albany County Department of General Services on or before the day on which they are due and payable.

A late payment penalty of two percent (2%) of the amount thereof shall be charged for any monthly rent received after the 10th day of the month for which it is due and payable, which fee shall constitute additional rent due and payable by the TENANT on the day on which the following month's rent is due and payable. Any monthly rent payment received more than one month following the date on which it was due and payable shall accrue interest at the rate of ten percent (10%) per annum until payment in full thereof, together with any late payment penalties and accrued interest thereon, is received by the LANDLORD.

5. The TENANT shall be responsible for obtaining and maintaining a current New York State Child Day Care Center license for the maximum capacity allowed by the governing authority. The TENANT shall adhere to all regulatory requirements to maintain its license to operate a child day care center. Any change in the status of the TENANT's license must immediately be communicated to the LANDLORD

The TENANT shall operate the child day care center for children aged eighteen (18) months old up to and including five (5) years of age at a minimum of five (5) days per

week from 6:45 A.M. to 5:45 P.M. The ages of children being served, exact days and hours of operation may be adjusted from time to time based upon the needs of the TENANT with notice being provided to the LANDLORD. It is understood that TENANT shall have sole authority and discretion to determine days and hours of operation and that they may vary depending upon weather conditions and holidays.

It is understood by and between LANDLORD and TENANT that TENANT shall have sole authority and discretion to determine pricing for the provision of child care.

It is understood by and between LANDLORD and TENANT that any child day care center subsidy approved by Albany County for the Employee shall be reimbursed to the Employee and that Albany County Employees shall have priority for admission to the child day care center program, for any age-appropriate open slots. If an Albany County Employee seeks placement and there are no age-appropriate open slots available, they will be put on a waiting list and the next naturally occurring age-appropriate open slot will first be made available to any Albany County Employee on said waiting list.

It is further understood and agreed that TENANT shall have the right to make any and all determinations regarding termination of services for any reason based upon TENANT'S child care handbook policies which shall be made available to LANDLORD upon LANDLORD's request and shall be provided to all Employees upon acceptance. Further, in the event that capacity increases, all available slots will first be prioritized for Albany County Employees.

The TENANT shall allow the LANDLORD access to the child day care center program as mutually agreed.

6. The annual rent due and owing under this Lease includes provision by the LANDLORD of HVAC, all normal utilities, outdoor playground, parking, maintenance of grounds and outdoor lighting, ice and snow removal, access control system including individual access for all TENANT employees and customers including non-county

employee customer, electrical and data lines for TENANT'S equipment, and telecommunication system and hardware. TENANT shall be responsible for providing insurance, computers, and all outside services (for example, data connectivity and technology support).

The LANDLORD shall furnish and maintain all moveable equipment and start-up supplies necessary for the operation of the child day care center including, but not limited to, refrigerators, rugs, games, activity supplies, first aid supplies, and the like. The Landlord shall be responsible for replenishing as needed any furnishings and equipment supplied by the LANDLORD. The TENANT shall be responsible for replenishing consumable supplies.

The LANDLORD shall be responsible for emergency services equipment, such as fire alarm, sprinkler and emergency generator.

The TENANT shall have access to the demised premises, outdoor playground and parking at all times during the term of this Lease, including during the normal hours of operation of the child day care center as well as early mornings, evenings and weekends.

7. LANDLORD shall provide the following services to the demised premises:

A. Facilities maintenance services as follows:

- (1) Normal cleaning, sanitizing and janitorial services appropriate for the operation of a child day care center. If housekeeping and/or maintenance services are needed beyond normal services, the LANDLORD will charge the TENANT \$40 per person per hour.
- (2) Repair and replacement of electrical, mechanical, plumbing and structural systems and components installed or constructed as a part of the original child day care facility. This includes, but is not limited to, electronic systems, such as fire, security alarm and audio systems; electric lamp replacement; roofs, locks, doors, windows, walls, ceilings, and walks.

(3) Refuse removal and disposal.

B. Maintenance and security services as follows:

(1) Exterior maintenance.

(2) Security services.

8. The TENANT shall be permitted to at its sole expense make minor remodeling and improvements to the demised premises. Before making any minor remodeling and improvements, TENANT shall obtain formal written approval from the LANDLORD which shall not be unreasonably withheld. Improvements are limited to installation of shelving, minor changes in office arrangements, addition of electrical outlets, office repainting, carpet repairs and other non-structural changes. Work performed shall be in a good workman like manner in accordance with current construction and life safety codes. No structural, electrical or mechanical systems shall be altered without the consent of LANDLORD, which consent shall not be unreasonably conditioned, delayed or withheld. All alterations and improvements made to the demised premises shall become the property of the LANDLORD at the end of the Lease term without expense to it.

9. The TENANT shall take good care of the demised premises and shall, at the TENANT'S own cost and expense make all repairs necessary to preserve the demised premises in good order and condition, except for structural and HVAC repairs and where said repairs are necessitated by the acts of the LANDLORD, its agents or employees, which repairs shall be performed by the LANDLORD at the LANDLORD's own cost and expense. At the expiration or earlier termination of this Lease, the TENANT shall deliver up the demised premises in good order or condition, reasonable wear and tear for the intended use of the premises for daily child care excepted.

10. Any personal property remaining on the demised premises after the expiration or earlier termination of this Lease shall be deemed abandoned and the LANDLORD may dispose of such property or remove and store the same for the benefit of the TENANT. Upon demand, the TENANT shall pay to the LANDLORD the reasonable cost of disposal and/or removal and storage of such property.

11. The TENANT shall at the its own cost and expense promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to the demised premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected the demised premises during said term unless such deficiency is the responsibility of LANDLORD under this Lease in which case TENANT shall promptly notify LANDLORD for it to address. The TENANT shall notify LANDLORD who shall at its own cost and expense promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body applicable to the demised premises.

12. The TENANT shall not assign this Lease or underlet or underlease the demised premises, or any part thereof, or make any alterations on the demised premises, without the LANDLORD'S consent in writing, which shall not be unreasonably withheld.

13. The TENANT shall immediately upon learning of same give the LANDLORD notice of fire, accident damage or dangerous or defective condition affecting the demised premises. If any portion of the demised premises cannot be used because of fire or other casualty which was not caused by the TENANT, its employee, agent or invitee, the TENANT is not required to pay rent for the time the demised premises are unusable. The LANDLORD need only repair the damaged structural parts of the demised premises. LANDLORD is not required to repair or replace any equipment, fixtures, furnishings or decorations, unless originally installed by the LANDLORD.

14. The LANDLORD has the right to demolish or rebuild the demised premises, if it is substantially damaged by fire or other casualty. The LANDLORD may cancel this Lease within thirty (30) days after such substantial fire or casualty damage by giving TENANT reasonable notice of the LANDLORD'S intention to demolish or rebuild. The Lease will end thirty (30) days after the LANDLORD's cancellation notice to the TENANT. The TENANT must deliver the demised premises to LANDLORD on or before the

cancellation date in the notice and pay all rent due to the date of the fire or casualty. If this Lease is canceled the LANDLORD is not required to repair the demised premises or Building. The cancellation does not release the TENANT of liability in connection with the fire or casualty. This subparagraph is intended to replace the provisions of New York Real Property Law, Section 227.

15. Upon reasonable notice, the LANDLORD and its agents and other representatives shall have the right to enter into and upon the demised premises, or any part thereof, pursuant to TENANT visitor rules and regulations at all reasonable hours for the purpose of examining the same, or making such repairs and/or alterations therein as may be necessary for the safety and preservation thereof. LANDLORD and its agents and other representatives shall not be permitted to be in the presence of any children served by TENANT without TENANT employee, agent, or staff also being present.

16. The TENANT shall permit the LANDLORD or the LANDLORD'S agent to show the demised premises to persons wishing to rent the same. The TENANT further agrees that on and after the sixth month, next preceding the expiration of the term of this Lease, the LANDLORD or the LANDLORD'S agent shall have the right to place notices in or about the entrance of, or any other part of the Building and the demised premises, offering the demised premises "For Rent" and the TENANT hereby agrees to permit the same to remain thereon without hindrance or molestation. The rights granted herein shall be subject to the same limitations enumerated in Paragraph 15 above.

17. If the demised premises, or any part thereof shall be deserted or become vacant during the term of this Lease, or if any default be made in the payment of rent or any part thereof, the LANDLORD or representatives may re-enter the demised premises by summary proceedings and remove all persons therefrom and the TENANT shall pay at the same time as the rent becomes payable under the terms of this Lease a sum equivalent to the rent reserved herein, and the LANDLORD may rent the demised premises on behalf of the TENANT, reserving the right to rent the demised premises for a longer period of time than fixed in this Lease without releasing the TENANT from any

liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the demised premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the LANDLORD, any surplus to be paid to the TENANT, which shall remain liable for any deficiency.

18. Damage and injury to the demised premises, caused by the negligence or improper conduct on the part of the TENANT, its employees, agents or invitees shall be repaired by the LANDLORD at the TENANT'S sole cost and expense and the TENANT shall pay when rendered the cost thereof as additional rent.

19. The TENANT shall not encumber or obstruct the lobby, the entrance to, or the halls and stairs leading to the demised premises or the Building in which the demised premises are located, nor allow the same to be encumbered or obstructed in any manner.

20. Except such signage as is required by New York State Office of Children and Family Services for the operation child care facility, the TENANT shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to the Building or the demised premises, except in or at such place or places as may be indicated by the LANDLORD and consented to by the LANDLORD in writing. And in case the LANDLORD or the LANDLORD'S representatives shall deem it necessary to remove any such sign or signs in order to paint the demised premises or the Building or make any other repairs, alterations or improvements in or upon the demised premises or the Building or any part thereof, the LANDLORD shall have the right to do so, providing the same shall be removed and replaced at the LANDLORD'S expense, when said repairs, alterations or improvements have been completed.

21. The LANDLORD shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of the demised premises or from any damage or injury resulting or arising from any other cause, or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the LANDLORD or its

agents.

22. If default be made by the TENANT in any of the covenants herein contained, then it shall be lawful for the LANDLORD to reenter the demised premises, and the same to have again, re-possess and enjoy. However, the TENANT shall have the right to cure its default under any of the terms of this Lease Agreement, other than the payment of rent, within a thirty (30) day time period following receipt by TENANT of written notice of such default from LANDLORD delivered to TENANT by certified mail, return receipt requested at TENANT'S hereinabove stated principal office address.

23. This Lease shall not be a lien against the demised premises or the Building with respect to any mortgages that are now on or that hereafter may be placed against them, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this Lease, irrespective of the date of recording and the TENANT agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this Lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the LANDLORD, to terminate this Lease without incurring any expense or damage and the term thereof is hereby expressly limited accordingly.

24. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of rent or any part thereof as herein specified, or if, without the consent of the LANDLORD, the TENANT shall sell, assign, or mortgage this Lease or if default be made in the performance of any of the covenants and agreements in this Lease contained on the part of the TENANT to be kept and performed, or if the TENANT shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their Departments and Bureaus, applicable to the demised premises, or if the TENANT shall file or there be filed against TENANT a petition in bankruptcy, or the TENANT be adjudicated bankrupt or makes an assignment for the benefit of creditors or take advantage of any insolvency act, the LANDLORD may, if the

LANDLORD so elects, at any time thereafter terminate this Lease and term hereof, on giving to the TENANT five (5) days' notice in writing of the LANDLORD'S intention so to do, and this Lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this Lease for the expiration hereof.

25. The TENANT shall not, nor shall the TENANT permit under-Tenants or other persons to do anything in the demised premises, or bring anything into the demised premises, or permit anything to be brought into the demised premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on the Building, and the TENANT agrees to pay on demand any such increase.

26. The failure of the LANDLORD to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the LANDLORD may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This Lease may not be changed modified, discharged or terminated orally.

27. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding and the TENANT shall have no claim against the LANDLORD for the value of any unexpired term of this Lease. No part of any award shall belong to the TENANT and TENANT'S obligation to pay rent shall cease immediately.

28. If after default in payment of rent or upon the expiration of this Lease, the TENANT moves out or is dispossessed and fails to remove any trade fixtures prior to such said default, removal, expiration of this Lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures shall be deemed

abandoned by the said TENANT and shall become the property of the LANDLORD.

29. In the event that the relation of the LANDLORD and TENANT may cease or terminate by reason of the re-entry of the LANDLORD under the terms and covenants contained in this Lease or by the ejectment of the TENANT by summary proceedings or otherwise, or after the abandonment of the demised premises by the TENANT, it is hereby agreed that the TENANT shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the LANDLORD, and the TENANT expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the LANDLORD during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between LANDLORD and TENANT that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Lease, the TENANT'S use or occupancy of the demised premises, and/or any claim of injury or damage.

30. The TENANT waives all rights to redeem under any law of the State of New York.

31. Unless such service renders the child care facility unusable for its intended purpose, this Lease and obligation of the TENANT to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of TENANT to be performed shall in no way be affected, impaired or excused because LANDLORD is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations 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 governmental preemption in connection

with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

32. Unless such service renders the child care facility unusable for its intended purpose, no diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the demised premises or the Building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services", if any, herein expressly or impliedly agreed to be furnished by the LANDLORD to the TENANT, it is agreed that there shall be no diminution or abatement of rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, on the part of the LANDLORD. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The LANDLORD shall not be required to furnish, and the TENANT shall not be entitled to receive, any of such "services" during any period wherein the TENANT shall be in default in respect to the payment of rent. Nor shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date above fixed.

33. The TENANT shall have the right to make non-structural alterations and improvements to the demised premises upon giving notice to the LANDLORD, provided such non-structural alterations and improvements are made at the sole expense of the TENANT and in a good and workmanlike manner. All other alterations and improvements shall be made only with the consent of the LANDLORD in writing, which shall not unreasonably be withheld. All alterations and improvements made to the demised

premises shall become the property of the LANDLORD at the end of the term without expense to it.

34. If any mechanics' or other liens or orders for payment of money shall be filed against the demised premises by reason of or arising out of any labor or materials furnished or alleged to have been furnished, or to be furnished, to or for the TENANT at the demised premises, the TENANT shall within thirty (30) days after notice of filing thereof cause the same to be canceled and discharged of record, by bond or otherwise, at the TENANT'S cost and expense.

35. The TENANT, its agents, contractors, and invitees shall not bring, store, maintain, or dispose of upon the demised premises or the Building any hazardous substances, wastes or materials; toxic substances, chemicals, mixtures or materials; or other regulated substances, chemicals or materials as defined in or pursuant to the New York Environmental Conservation Law, as amended, the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et. seq.), as amended ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et. seq.), as amended ("CERCLA"), the Toxic Substances Control Act (15 U.S.C. § 2601 et. seq.), as amended ("TSCA"), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et. seq.), as amended ("FIRFA") and other Federal, State, and local laws, ordinances, rules or regulations (collectively, the "Hazardous Substances"), other than substances, chemicals, mixtures, wastes or materials transported, handled, stored or used in accordance with applicable law.

The TENANT shall indemnify and defend the LANDLORD, its, officers, employees and agents from and against any and all liabilities, obligations, losses and expenses (including reasonable attorneys' fees and Court costs) arising out of or in connection with any breach of this section. In the event of violation of this paragraph and upon failure to discontinue and/or remedy such violation within Ten (10) days after notice to the TENANT, the TENANT shall be in default hereunder and the LANDLORD shall be entitled to any and all remedies available to the LANDLORD for the TENANT'S violation

of any covenant, agreement or condition of this Lease. The provisions of this paragraph shall survive the expiration or termination of this Lease.

36. The parties hereby waive all rights of subrogation against each other with respect to loss, and any insurance policies kept and maintained by the parties shall recognize such waiver.

37. TENANT shall at its own cost and expense purchase and maintain in force during the term of this Lease the following insurance policies issued by insurers authorized to do business in the State of New York, certificates of which policies shall be delivered to the LANDLORD subject to approval by the Albany County Attorney as to their form and content prior to commencement of the initial and any renewal term of this Lease and upon all policy renewals:

Worker's Compensation and Employer's Liability Insurance. A policy providing protection for the TENANT'S employees in the event of job-related injuries occurring upon the demised premises.

General Liability Insurance. A policy of comprehensive all-risk general liability insurance policy for bodily injury and property damage occurring upon the demised premises. The policy must be written on a "per occurrence", rather than a "per accident", basis, with limits of ONE MILLION (\$1,000,000.00) DOLLARS and shall be primary. The LANDLORD shall be named as an additional insured and the policy shall provide that it may not be changed, canceled or allowed to expire until 30 days after written notice thereof has been given to the LANDLORD.

Automobile Liability Insurance. A policy or policies of insurance with the limits of not less than FIVE HUNDRED (\$500,000.00) DOLLARS combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof,

caused by accident and arising out of the ownership, maintenance or use of any automobile while upon the demised premises.

Abuse and Molestation Insurance. A policy or policies of insurance with the limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS.

Professional Liability or Errors and Omissions. A policy or policies of insurance with the limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS.

Umbrella Insurance Coverage. A policy or policies of insurance with the limits of not less than FIVE MILLION (\$5,000,000.00) DOLLARS.

Crime. A policy or policies of insurance with the limits of not less than ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS

Cyber Liability. A policy or policies of insurance with the limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS.

38. The TENANT shall indemnify and save harmless the LANDLORD from and against any and all liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims or judgments of any kind or nature in connection with any occurrence at the demised premises, from or out of the use by the TENANT of the demised premises or any part thereof, or occasioned wholly or in part by any act or omission of the TENANT, its agents, employees, customers and invitees. The TENANT shall and will, at its own cost and expense, defend any and all suits, actions or proceedings that may be brought against the LANDLORD or in which the LANDLORD may be impleaded with others upon any such above-mentioned claim or claims. In the event of the failure of the TENANT to do so, the LANDLORD may, at the cost and expense of the TENANT and upon prior written notice to the TENANT, defend any and all such suits, actions or proceedings.

39. Each party hereby represents and warrants to the other that it has not engaged, dealt with or otherwise discussed this Lease with any broker, agent or finder. Each party agrees to indemnify and hold the other harmless from and against any claim arising out of a breach of the foregoing representation and warranty.

40. All notices required or permitted to be given under this Lease shall be in writing and sent by certified or registered mail addressed to the party intended to be notified as set forth below, or at such other address or manner as the parties may specify in written notice to the other:

If to the LANDLORD, to: Albany County Executive
112 State Street, Room 1200
Albany, New York 12207

With a copy to: Albany County Attorney
112 State Street, Room 600
Albany, New York 12207

If to the TENANT, to: Colonie Youth Center, Inc.
15 Avis Drive
Latham, New York 12110

41. This Lease shall be construed and enforced in accordance with the laws of the State of New York. If any provisions of this Lease shall, to any extent, be held invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

42. This Lease contains the entire agreement of the parties with regard to the demised premises. There are no oral agreements existing between them.

43. This Lease may not be modified or terminated, except by a writing executed by both parties.

44. The TENANT, upon the timely payment of rent and upon compliance with and

performance of all of the terms, covenants and conditions contained herein, shall peaceably and quietly enjoy the demised premises without hindrance or molestation by the LANDLORD or any party claiming through the LANDLORD, provided however, that this covenant shall be conditioned upon the retention of title to the demised premises by the LANDLORD.

45. The covenants and agreements contained in this Lease shall be binding upon the parties hereto and upon their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on the day and year appearing opposite their respective signatures.

LANDLORD

COUNTY OF ALBANY, NEW YORK

DATED: _____, 2023

By: _____

DANIEL P. McCOY, Albany County Executive

TENANT

COLONIE YOUTH CENTER, INC.

DATED: _____, 2023

By: _____

(Print Name and Title)

ACKNOWLEDGMENTS

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

On the _____ day of _____ in the year 2024, before me, the undersigned, personally appeared DANIEL P. McCOY, 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 capacity as the Albany County Executive, and that by his signature on the instrument, the individual, or the person upon behalf of which he acted, to wit: the COUNTY OF ALBANY, NEW YORK, executed the instrument.

NOTARY PUBLIC - STATE OF NEW YORK

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

On the _____ day of _____ in the year 2024, before me, the undersigned, 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 and that by his signature on the instrument, the individual, or the person upon behalf of which he acted, to wit: COLONIE YOUTH CENTER, INC., executed the instrument.

NOTARY PUBLIC - STATE OF NEW YORK

EXHIBIT "A"