

**LEASE AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF ALBANY AND DAVID A. VILLAMIL**

THIS LEASE made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 **DAVID A. VILLAMIL** currently residing at 511 Manchester Road, Schenectady, New York 12304 (hereinafter referred to as the "TENANT").

**WITNESSETH:**

The LANDLORD hereby leases to the TENANT the 186 square feet of space designated as Room 118 on the Lobby floor of the County Office Building owned by the LANDLORD located at 112 State Street in the City of Albany, New York (hereinafter referred to as the "Building") as shown on the annexed floor plan thereof marked Exhibit "A" (hereinafter referred to as the "demised premises") for a term of Two (2) Years commencing on August 1, 2020 and ending on July 31, 2022 to be occupied and used by the TENANT solely for the purpose of operating a barber shop serving County employees and the general public.

Upon the following conditions and covenants:

1st. The TENANT shall pay to the LANDLORD the monthly rent of THREE HUNDRED (\$300.00) DOLLARS per month for the use and occupancy of the demised premises. Said rent shall be due and payable in advance on the first day of each month during the term.

Said rent shall include normal HVAC, electricity and water for the demised premises provided by the LANDLORD. Cleaning of and janitorial services for the demised

premises shall be provided by the TENANT at its own cost and expense.

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 10% of the amount thereof shall be charged for any monthly rent payment 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 12% per annum until payment in full thereof, together with any late payment penalties and accrued interest thereon, is received by the Landlord.

The TENANT shall upon the executing this Lease deposit with the LANDLORD a sum equal to one month's rent as and for a rent payment/damage claim security deposit, the allocation and application of which deposit shall be at the sole discretion of the LANDLORD.

2nd. 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 excepted.

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 cost of disposal and/or removal and storage of such property.

3rd. 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. The TENANT shall also at the 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.

4th. 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; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and determine at the option of the LANDLORD as if it were the expiration of the term.

5th. The TENANT shall give the LANDLORD prompt notice of fire, accident damage or dangerous or defective condition affecting the demised premises. If the demised premises cannot be used because of fire or other casualty, the TENANT is not required to pay rent for the time the demised premises are unusable. If part of the demised premises can not be used, the TENANT must pay rent for the usable part. Landlord shall have the right to decide which part of the demised premises is usable. 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. The LANDLORD is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under the LANDLORD'S control.

6th. 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 30 days after such substantial fire or casualty damage by giving TENANT notice of the LANDLORD'S intention to demolish or rebuild. The Lease will end 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.

7th. The LANDLORD and its agents and other representatives shall have the right to enter into and upon the demised premises, or any part thereof, 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.

8th. 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.

9th. 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, or if any default be made in the performance of any of the covenants contained in this Lease, the LANDLORD or representatives may re-enter the demised



premises by force, summary proceedings or otherwise, and remove all persons there from, without being liable to prosecution therefor, 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.

10th. Damage and injury to the demised premises, caused by the carelessness, 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.

11th. 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.

12th. 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.

13th. 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.

14th. 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.

15th. 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.

16th. 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.

17th. 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.

18th. 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.

19th. 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.

20th. If after default in payment of rent or violation of any other provision of this Lease, 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.

21st. 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.

22nd. The TENANT waives all rights to redeem under any law of the State of New York.

23rd. 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.

24th. 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 construction 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.

25th. The LANDLORD shall not be liable for failure to give possession of the demised premises upon commencement date by reason of the fact that the demised premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available to the TENANT, but the term



herein shall not be extended.

26th. 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. 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.

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 ten (10) 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.

27th. 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.

28th. 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.

29th. 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. The LANDLORD shall be a 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.

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.

30th. 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.

31st. Provided the TENANT is not in default under this Lease and has notified the LANDLORD in writing no later than ninety (90) days prior to the expiration of the initial term thereof of the TENANT'S desire to exercise such option, upon mutual agreement of the LANDLORD and the TENANT, the TENANT shall have the option to renew this Lease for a first renewal term of One (1) Year upon the same terms and conditions set forth therein.

Provided the TENANT is not in default under this Lease and has notified the LANDLORD in writing no later than ninety (90) days prior to the expiration of the first renewal term thereof of the TENANT'S desire to exercise such option, upon mutual agreement of the LANDLORD and the TENANT, the TENANT the shall have the option to renew this Lease for a second renewal term of One (1) Year upon the same terms and conditions set forth therein,



32nd. 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 as the parties may specify in written notice to the other:

If to the LANDLORD, to: Albany County Executive  
112 State Street, Room 1100  
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: David A. Villamil  
511 Manchester Avenue  
Schenectady, New York 12304

33rd. 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.

34th. This Lease contains the entire agreement of the parties with regard to the demised premises. There are no oral agreements existing between them.

35th. This Lease may not be modified or terminated, except by a writing executed by both parties.

36th. 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.

37th. 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: \_\_\_\_\_, 2020

BY: \_\_\_\_\_

DANIEL P. McCOY, Albany County Executive

**TENANT**

DAVID A. VILLAMIL

DATED: \_\_\_\_\_, 2020

\_\_\_\_\_



## ACKNOWLEDGMENTS

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2020, 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, 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 2020, before me, the undersigned, personally appeared DAVID A. VILLAMIL, 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.

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF NEW YORK