

DOCUMENT 2
LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made this ___ day of _____, 2012 (the "Effective Date"), by and between _____ **EPISCOPAL CHURCH**, a New York not-for profit corporation, with offices at _____ New York 14 _____ ("Landlord") and _____ A (NOT) FOR PROFIT, with offices at _____, New York 14 _____ ("Tenant").

WITNESSETH:

1. **PREMISES:** Landlord hereby leases to Tenant and Tenant hereby takes from Landlord, for the term and upon the terms, covenants and conditions set forth in this Lease, that certain premises located, _____, New York 14 _____, **New York** (the "Church") as is more particularly described on the attached as **Exhibit A** (the "Premises"). Tenant shall have a use of the Premises, as is more particularly described and set forth on **Exhibit A**, attached hereto and made a part thereof.

2. **TERM:** The term of this Lease (the "Term") shall be _____, commencing _____ 20__ (the "Commencement Date"), and ending on a date set by the Church, understanding that the Church may at any time determine that the tenant must vacate the premises.

3. **RENT:**

(a) **BASE RENT.** Tenant covenants to pay to as rent for the Premises during the Term, rent of \$ _____ per month.

(b) **ADDITIONAL RENT.** Any amounts payable by Tenant to Landlord under any other provisions of this Lease shall be deemed additional rent ("Additional Rent") and the payment of such amounts shall be enforceable by Landlord in the same manner as the payment of the Rent.

4. **USE:** Tenant shall use the Premises in accordance with the requirements set forth in **Exhibit A**.

6. **COMPLIANCE WITH LAW:** Tenant shall comply with all laws, orders and regulations of Federal, State, County and municipal authorities as to its use of the Premises, and shall not at any time use or occupy the Premises in violation of the Certificate of Occupancy issued for the Building. Tenant shall not do, or permit to be done, any act within or upon the Premises which invalidates any fire insurance policies covering the Building, fixtures or property therein; shall not do or permit any act within or upon the Premises which might subject Landlord to any liability for injury to any person or persons or damage to property by reason of any business or operation being carried on within or upon said Premises; and shall not bring to or keep anything therein, except as now or hereafter permitted by the Fire Department, the Board of Fire Underwriters, the Fire Insurance Rating Organization, or other authority having jurisdiction.

7. **CONDITION OF PREMISES:** Tenant accepts the Premises in its present, AS IS condition. Landlord shall not be obligated to perform any work, or make any improvements or alterations to, the Premises, or the Church.

8. **ALTERATIONS:** Tenant shall make no such alterations, installations, additions or improvements in or to the Premises without Landlord's prior written consent. It is understood and agreed that any movable furniture or movable trade fixtures and furnishings placed upon the Premises by the Tenant are to remain the property of Tenant's and upon Landlord's request shall be removed by Tenant, at Tenant's cost, from the Premises promptly at the termination of the Lease. Tenant, at its own cost and expense, shall repair any damage caused by such removal. Any personal property of Tenant not removed at

the termination of the Lease shall, at Landlord's option, be deemed abandoned by Tenant and become the property of Landlord. Notwithstanding the foregoing, Landlord may charge Tenant for the cost of removing Tenant's personal property as Additional Rent as hereinafter set forth in this Lease. Landlord shall have the right to make any alterations, installations, additions or improvements in or to the Premises and shall have the right to remove or relocate Tenant's signs or other property that Landlord, in its sole discretion, decides may interfere with such alteration, installation, addition or improvement.

9. **MAINTENANCE AND REPAIRS:** The Landlord shall provide routine cleaning (example trash removal) and maintenance (example changing light bulbs) as mutually agreed upon between the Landlord and Tenant. The Tenant, at its expense shall see that the space it uses is kept clean and in good repair. Moreover, Tenant shall keep the Premises and all common areas of the Premises free of debris and trash during its use of the Premises.

10. **INSURANCE:** Landlord shall not be responsible for Tenant's personal property on the Premises. Tenant shall maintain comprehensive general liability insurance in an amount of \$1,000,000 for each occurrence, combined single limit for injury to persons and damage to property naming Landlord as an additional insured and loss payee as to the Premises. _____ Episcopal Church and The Episcopal Diocese of Rochester shall be listed by the Tenant's Insurance as additional insured's. Tenant shall furnish to Landlord a certificate of insurance evidencing such insurance together with a thirty (30) day notice of cancellation clause prior to taking occupancy of the Premises. If Tenant fails or refuses to obtain and/or maintain the insurance coverage required in this section or elsewhere in this Lease, Landlord may obtain such coverage and the cost thereof shall constitute Additional Rent and shall be paid by Tenant. In the event that Landlord's insurance premiums increase as the result of Tenant's use of the Premises, then Tenant shall pay Landlord as Additional Rent the difference between the Landlord's original insurance premiums as of the date hereof and the new (increased) premiums within ten (10) days following receipt of an invoice therefore from Landlord. Tenant shall, if it has its own insurance, submit its insurance policy, as required and set forth herein, to Landlord, and Landlord shall submit such policy to its insurance carrier for its review and approval.

11. **LIABILITY OF LANDLORD:** Landlord shall not be liable to Tenant, or Tenant's invitees or guests, or to any other person or entity for any damage (including indirect and consequential damages), injury, loss, compensation or claim, including but not limited to claims for the interruption or loss to Tenant's business caused by any of the following: repairs to any portion of the Premises; interruption in the use of the Premises or any equipment therein; any accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or entity) of the heating, cooling, electrical, sewage, or plumbing equipment or apparatus; any breach of security or any fire, robbery, theft, vandalism, mysterious disappearance and/or any other casualty; the actions of any other person or entity; and any leakage in any part or portion of the Premises, or from water, rain, ice or snow that may leak into, or flow from, any part of the Premises, or from drains, pipes or plumbing fixtures in the Premises.

12. **DESTRUCTION BY FIRE OR OTHER CAUSE:** If the Premises are damaged or rendered untenantable by fire or other cause, then in any such event the Landlord may, at its option, terminate this Lease or elect to repair or rebuild the same in Landlord's sole discretion. If the Landlord elects to terminate this Lease, then the same shall terminate ten (10) days after such notice is given and the Tenant shall immediately vacate, surrender and deliver up possession of the Premises to the Landlord, paying base Rent and all other charges hereunder up until the time of said casualty. If the Landlord does not elect to terminate this Lease, the Landlord may repair and/or rebuild the Premises as promptly as possible to the same or reasonably similar condition as existed before the date of such casualty, subject to any delay from causes beyond its reasonable control, and the Lease Term shall continue without interruption and this Lease shall remain in full force and effect, subject to abatement in the Rent. Additional Rent and other charges hereunder from the time of the damage or destruction until the Premises are repaired or restored. Notwithstanding the foregoing, (i) the Landlord's obligation to repair and/or rebuild shall not require the Landlord to expend any monies in excess of available insurance proceeds, and (ii) Landlord shall not be required to repair and/or rebuild any improvements or alterations built by or for Tenant during the Term or

to replace any of Tenant's personal property, equipment, furniture or inventory, which repair and replacement obligation shall be the sole obligation of Tenant.

13. **PROPERTY LOSS:** Landlord or its agents shall not be liable for any damage to the property of Tenant, nor for the loss or damage to any property of Tenant, by theft or otherwise.

14. **UTILITY SERVICE TO THE PREMISES** Landlord shall not be responsible for any damages suffered by Tenant due to the loss or interruption of utility services.

15. **SIGNS:** Tenant is permitted to place one (1) sign on the Premises, only with the specific written agreement of the Church. Tenant sign shall not be affixed to the church. Tenant shall be responsible for getting any approvals from governments for said sign, if required. Tenant shall notify Landlord in writing of its intent to erect a sign on the Premises prior to such installation. The notice shall indicate the size, location, and contents of the sign and Tenant's sign shall be mutually agreeable to both parties. Additionally, Tenant's sign shall not be placed in front of, or otherwise obstruct the view, of Landlord's sign. Any sign placed by Tenant must conform to all governmental laws, rules and regulations, including any applicable zoning ordinance or sign ordinance. Landlord shall first approve the design of any such sign prior to its installation.

16. **LIABILITY:**

(a) **WAIVER.** Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives, any and all claims for damages to persons and/or property sustained by Tenant or Tenant's agents, employees, assigns, licensees, invitees or any person claiming through such parties resulting from any accident or occurrence in or upon the Premises. Such waiver shall include, but not be limited to, claims for damages to person or property resulting from any equipment or appurtenance out of repair, defective electrical, heating, air conditioning, plumbing, sewer, water systems or installations or from the operation of said equipment or installations, or damage by broken glass, ice, water, snow, gas entering the Premises, or for the acts, omissions or negligence of Landlord, its guests and invitees or of any trespassers on the Premises.

(b) **INDEMNITY.** Tenant hereby indemnifies Landlord and saves it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, from or out of the occupancy or use by Tenant of the Premises or any parts thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, lessees or employees. Tenant shall at all times during the Term of this Lease, carry sufficient policies of liability insurance as set forth in Article 10 hereof, against such losses and naming the Landlord as additional insured and loss payee.

(c) **ATTORNEY'S FEES.** In case the Landlord shall, without the fault on its part, be made a party to any litigation commenced by or against the Tenant, then the Tenant shall indemnify, protect and hold Landlord harmless there from, shall provide Landlord with defenses thereto, and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation. Landlord shall be entitled to recover all costs, expenses and reasonable attorney's fees that may be incurred or paid in its enforcing any of the covenants and agreements contained in this Lease.

17. **SUBORDINATION:** This Lease is subject and subordinate to all mortgages and encumbrances which may now or hereafter affect the Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and Tenant shall execute any subordination agreement requested by Landlord or any such mortgagee upon ten (10) days advance notice.

18. **EMINENT DOMAIN:** If the whole or any part of the Premises shall be acquired or condemned for any public or quasi-public use or purpose, this Lease shall cease and terminate as of the date that title vests following such proceeding, and Tenant shall have no claim by reason of this Lease, nor any claim to any part of any award made to Landlord in connection with such proceeding.

19. **SUBLETTING AND ASSIGNMENT:** Tenant shall not assign this Lease, nor underlet or sublet, or permit the Premises or any part thereof to be used by others, without Landlord's prior written consent in each instance, which consent may be given or withheld by Landlord in its sole discretion. This Lease may not be assigned by operation of law. Notwithstanding any permitted assignment, underletting or subletting of this Lease, Tenant shall remain liable hereunder for all Rent and Additional Rent coming due hereunder, for the balance of the Term.

20. **ACCESS TO PREMISES:** Tenant's access and use of the Premises is subject to the regulations and guidelines contained in **Exhibit A**. Landlord or Landlord's agents shall have the right to enter the Premises at all times during Tenant's use. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, supervision or repair of the Premises or any part thereof other than as herein provided.

21. **NOTICE OF DEFAULT BY LANDLORD:** In the event of any act or omission by Landlord which would give Tenant the right to terminate this Lease by reason of constructive or partial or total eviction or otherwise, Tenant shall not be permitted to exercise any such right until Tenant: (a) is current in rent at the time of vacating the lease, (b) shall notify the Landlord of the intent to vacate ten days before vacating the lease (c) provide the Landlord with the opportunity to ascertain that all of the Tenants personal property is removed and that the premises used by the Tenant are in good repair.

22. BANKRUPTCY:

(a) If at the date fixed at the commencement of the Term or if at any time during the Term (or any renewal or extension thereof), there shall be filed by or against Tenant in any Court pursuant to any statute either of the United States or of any State a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property and, within thirty (30) days thereof, Tenant fails to secure a discharge thereof, or if Tenant makes an assignment for the benefit of creditors, this Lease may be cancelled and terminated at the option of Landlord exercised after notice of the happening of one or more of such events, in which event neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any Court shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit, surrender and deliver up possession of the Premises and Landlord, in addition to the other rights and remedies Landlord has by virtue of any other provision herein or elsewhere in this Lease contained, or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security deposit, or monies received by him from Tenant or others on behalf of Tenant.

(b) Notwithstanding any other provisions of this Lease to the contrary, it is agreed that in the event of the termination of this Lease pursuant to the provisions of the above subparagraph (a), Landlord shall forthwith be entitled to recover from Tenant, as and for liquidated damages, an amount equal to the difference between the Base Rent reserved hereunder for the unexpired portion of the Term and the then fair and reasonable value of the Premises for the same period. If such Premises or any part thereof be re-let by Landlord for the unexpired term of said Lease, or any part thereof, the net Rent so received, less all costs of re-letting, shall be credited against such liquidated damages.

23. DEFAULT:

(a) **EVENTS OF DEFAULT.** If any one or more of the following events (herein sometimes called an “Event of Default” or “Events of Default”) shall happen:

- (i) Failure to punctually pay the full amount of any Rent, Additional Rent or other charge due and owing under this Lease or any part hereof when and as the same shall become due and payable, and such failure continues for a period of five (5) days; or
- (ii) The failure to perform or comply with any of the agreements, terms, covenants or conditions in this Lease provided (other than those referred to in the foregoing subparagraph (i) of this Section) for a period of thirty (30) days; or
- (iii) If Tenant vacates the Premises or ceases conducting its activities from the Premises; or
- (iv) If Tenant changes its corporate structure, or changes its status as a religious not-for-profit corporation; or
- (v) If Tenant defaults upon any other agreement between the Landlord and Tenant; or
- (vi) If Tenant files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or federal, state or other bankruptcy or insolvency statute or law, or seeks or consents to or acquiesces in the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises, and if such condition continues unremedied for a period of sixty (60) days; or
- (vii) If any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future federal, state or other bankruptcy or insolvency statute or law is instituted, or if an action seeking the appointment of a trustee, liquidator or receiver is instituted against Tenant, and if such proceeding or appointment shall not have been dismissed, stayed or otherwise vacated within sixty (60) days thereafter; or
- (viii) If any money judgment is entered against Tenant by any plaintiff and is not otherwise stayed, appealed, or removed within sixty (60) days therefrom.

Upon the occurrence of and Event of Default, Landlord at any time thereafter may cancel and terminate this Lease upon written notice, whereupon the Term shall automatically expire and terminate on the date specified in such notice, which shall be not less than ten (10) days after the giving of such notice, and all rights of Tenant under this Lease, shall expire and terminate, however, Tenant shall remain liable as hereinafter provided for Base Rent and Additional Rent for the remainder of the Term, which obligation shall survive this Lease termination.

(b) **SURRENDER OF POSSESSION; LANDLORD'S RIGHT TO RE-ENTER.** Upon any termination of this Lease, Landlord shall immediately remove any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law.

(c) **RELETTING.** In case of any such termination, the Rent and all other charges required to be paid up to the time of such termination, or dispossession, shall be paid by Tenant and Tenant shall also pay to Landlord all reasonable expenses which Landlord may then or thereafter incur for legal expenses, and all other reasonable costs paid or incurred by Landlord for restoring the Premises to good order and condition. Landlord may, at any time and from time to time, re-let the Premises, in whole or in part, for any rent then obtainable, for a term or terms which, at Landlord's sole option.

(d) **TENANT'S LIABILITY** Landlord may, at its option upon an event of default, declare all of the Rent, Additional Rent and other charges due by Tenant at the time of termination immediately due and payable and may maintain an action to collect the same at any time.

(e) **ACCELERATION.** N/A

(f) **SURVIVAL CLAUSE.** N/A

(g) **CUMULATIVE RIGHTS.** N/A

(h) **WAIVERS.** Tenant waives any and all rights of redemption or re-entry or repossession under present or future laws, to restore the operation of this Lease

24. **CURE BY LANDLORD:** If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this Lease, Landlord may immediately or at any time thereafter and without notice perform the same for the account of Tenant and if Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred (together with interest and costs thereon) shall be paid as Additional Rent by Tenant to Landlord within five (5) days of rendition of any bill or statement to Tenant therefor.

25. **NO REPRESENTATIONS BY LANDLORD:** Landlord has made no representations or promises with respect to the Premises, except as herein expressly set forth. The taking possession of the Premises by Tenant shall be conclusive evidence that Tenant accepts the same "AS IS" and that the Premises were in good and satisfactory condition at the time such possession was taken.

26. **END OF TERM:** If the Tenant vacates the property or decide to vacate the property, Tenant shall quit, surrender and deliver up possession to Landlord the Premises, broom clean, in good order and condition, ordinary wear excepted, and Tenant shall remove all of its property as set forth herein. Tenant's obligation to observe or perform this covenant and to pay all items of Rent or Additional Rent as required hereunder shall survive the expiration or other termination of the Term of this Lease.

27. **NO WAIVER:** No provision of this Lease shall have been deemed to have been waived by Landlord, unless such waiver is in writing, signed by Landlord.

28. **WAIVER OF TRIAL BY JURY:** It is mutually agreed by and between Landlord and Tenant that each shall and hereby does waive trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other for any matters whatsoever arising out of or in any way connected with this Lease.

29. **BILLS AND NOTICES:** Except as otherwise in this Lease provided, any notice shall be deemed sufficiently given if in writing delivered personally or sent by mail, return receipt requested, to the party at the address of the party set forth in this Lease, or at such other address as either party hereto shall designate in writing.

30. **HOLDOVER:** N/A

31. **RULES AND REGULATIONS:** Tenant and Tenant's, employees, agents, visitors and licensees shall observe faithfully and comply strictly with such rules and regulations as Landlord or Landlord's agents may from time to time reasonably adopt.

32. **INVALIDITY OF PARTICULAR PROVISIONS:** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

33. **PROVISIONS BINDING:** The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns. This section shall not be construed to permit any assignment or subletting, unless otherwise permitted in this Lease, without Landlord's prior written consent. The term "Landlord" as used in this Lease means only the current owner of the Premises, so that in the event of any sale or sales of the Premises or of said Lease, the said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord contained herein, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser at any such sale, or the said Tenant of the building, that the purchaser or tenant of the Premises has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

34. **SECURITY DEPOSIT:** N/A

35. **ESTOPPEL CERTIFICATES:** N/A

36. **INTERPRETATION:** For purposes hereof:

(a) If more than one person, partnership, entity or corporation or any combination of one or more of the same is set forth as Tenant herein, then the obligations imposed under this Lease upon the Tenant shall be joint and several.

(b) Any payment required to be made by the Tenant under the provisions of this Lease other than payments of the Monthly Rent shall be deemed to be Additional Rent hereunder.

(c) All Base Monthly Rent unpaid beyond five (5) days from the date due under this Lease, shall be due and payable by Tenant to the Landlord on demand with interest thereon from the date when the particular amount(s) became payable under the provisions of this Lease to the date of payment thereof to the Landlord at the maximum legal rate allowable during the time the overdue payment or any portion thereof remains unpaid.

(d) This Lease shall be governed by the provisions hereof and by the laws of the State of New York, and the parties hereto further agree, that for the purposes of any litigation arising between the parties hereto, the venue for any action shall be in Monroe County, State of New York.

37. **TERMINATION.** Notwithstanding anything in this Lease to the contrary, the Landlord may terminate this Lease, at any time.

38. **ENTIRE AGREEMENT:** It is understood and agreed by the parties hereto that this Lease shall constitute the only agreement between them relative to the Premises and that no oral statements and no prior written matter extrinsic to this instrument shall have any force or effect. This Lease may not be modified except by writing, subscribed by both parties.

(THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, Landlord and Tenant have respectively caused this Lease to be executed by their duly authorized representatives as of the day and year first above written.

LANDLORD

By: _____

Name: _____

Its: _____

TENANT

By: _____

Name: _____

Its: _____

STATE OF NEW YORK)
COUNTY OF) ss

On this ____ day of _____, 2012, 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/her capacity, and that by his/her 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)
COUNTY OF) ss

On this ____ day of _____, 2012, 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 individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public

EXHIBIT A
DESCRIPTION OF PREMISES
AND
TENANT'S USE OF PREMISES

Tenant's use of the Premises includes the right to use, in common with the Landlord and any other tenants, all common areas of the Premises.

1. Tenant shall have the right to use the property described below.

2. Tenant shall keep the space clean during its use and remove all of its trash, placing it in receptacles provided by the Landlord. If Tenant fails to do so, then Landlord may perform such cleanup and charge the cleanup costs to Tenant, as Additional Rent. The Tenant will assign members and/or families to do so.

3. Landlord and Tenant agree that a person designated by each will be designated to facilitate communication and coordinate the proper use of the Premises, as herein defined, and to deal with any other issues that arise.

4. This lease is subject to the approval of the Standing Committee of the Episcopal Diocese of Rochester, which approval will be requested by

5. The Tenant acknowledges that the Landlord is committed to safe church principals including protecting persons from sexual abuse, and will keep the premises locked and monitored throughout its tenancy, when it has use if the Landlord is not present. The _____ will provide the Tenant with information available for the tenant on safe church policies which will be used by the Tenant. The Landlord shall not be responsible for any abuse reported or actual resulting from the Tenant's use. The Tenant agrees that those in leadership roles as described by the Landlord will avail themselves of training provided by the Landlord, either by electronic means approved by the Episcopal Diocese of Rochester or for training provided by the Episcopal Diocese of Rochester.