

— SAMPLE —



# LEASE AGREEMENT

THIS AGREEMENT entered into this first day of January, 2021 by and between Delta Lake, Inc., a New York not-for-profit corporation, duly organized and existing under and by virtue of the applicable laws of the State of New York, and having its principal place of business at 6420 Pillmore Drive, in the Town of Lee, County of Oneida and State of New York, (hereinafter "Landlord"), and

«First\_Name\_1» and/or «First\_Name\_2» «Last\_Name\_1»  
«Address\_Line\_1» «Address\_Line\_2»  
«City», «State» «ZIP\_Code»

(hereinafter "Tenant")

**WITNESSETH**, that Landlord and Tenant have agreed to enter into this Lease Agreement covering Tenant’s rental of the following described premises (hereinafter “Premises”). The Tenant signifies an understanding of the conditions of this agreement by initialing on the lines preceding statements 1-11.

\_\_\_\_\_ 1. Premises: lot number «Cottage\_» on lands owned by the Landlord in the Town of Lee, County of Oneida, and State of New York.

\_\_\_\_\_ A. This lot cannot have any dimensional changes.

\_\_\_\_\_ B. Tenant may add to the size of the structure on this lot, provided the Tenant complies with all applicable building and zoning codes, and policies spelled out in this Agreement.

NOW THEREFORE, the parties agree as follows, as evidenced by their signatures at the end of this Agreement, which are to be viewed as proof that they have read and understand the terms of this Agreement.

\_\_\_\_ 2. The term of this lease shall be for five (5) years beginning the first day of January, 2021 and ending on the thirty-first day of December, 2025 or upon the death of Tenant, whichever is earlier. In the event Tenant wishes to cancel this Agreement prior to the end of the Term, a written request must be submitted to Landlord's Board of Directors (hereinafter "Board") at least 120 days prior to the proposed termination date. Said request is to include an explanation as to why the request is being made. The decision whether to grant Tenant's request, and upon what conditions, lies within the sole discretion of the Board on a case-by-case basis. Landlord may cancel this Agreement prior to the end of the Term in accordance with the provision of this Agreement.

\_\_\_\_ 3. Rental for the first year shall be the sum of \$«Rent» for the year. During years 2-5, the rental rate may be increased as determined within the sole discretion of the Board, based primarily upon, but not limited to, increased costs to the Landlord.

\_\_\_\_ 4. For purposes of Paragraph 3 above, action taken by the Board shall be final and binding on Tenant. Notices of any increase shall be mailed to Tenant on or before November 15 of any calendar year and shall take effect on January 1 of the following year. Copies of Board resolutions approving such increases shall be available for inspection at Landlord's main office at 6420 Pillmore Drive, Rome, New York.

\_\_\_\_ 5. Landlord shall mail (or email if the Tenant submits a written request) four statements of account to Tenant, which shall state the amount of rent owed by Tenant and which are due and payable no later than 30 days after the date of the statement. Statements will be issued on the following schedule: December 1, March 1, June 1 and September 1. In the event an account falls delinquent, Landlord shall give Tenant thirty days written notice to cure the default. If Tenant fails to bring the account current pursuant to the terms of the written notice, then Landlord may pursue all remedies available to it at law or equity. Tenant shall be responsible for costs incurred by Landlord, including attorneys' fees and disbursements, which shall be considered "additional rent".

6. Tenant, for itself, family and guests, certifies and agrees as follows:

\_\_\_\_ A. Tenant is the owner of a mobile home or building on the Premises described above, and that the right of Tenant to keep and maintain the trailer or building on said Premises is subject to all terms of this Agreement and the policies and regulations of the Delta Lake Bible Conference Center, as well as all applicable building and zoning codes.

\_\_\_\_\_ B. Tenant subscribes to the Statement of Purpose for the Delta Lake Bible Conference Center and to the Statement of Faith as recorded in Exhibit A (attached and made a part hereof). In the event Tenant ceases to subscribe to said statements, Tenant is obligated to provide written notice to Landlord of same. Upon providing said notice, this Agreement shall immediately terminate, and Tenant shall be required to remove all of Tenant's property from the premises no later than sixty (60) calendar days thereafter. Tenant shall be required to pay rent and abide by all other provisions of this Lease Agreement through the last day of possession.

\_\_\_\_\_ C. Tenant has read and understands the policies of the Delta Lake Bible Conference Center (attached as Exhibit B and made a part hereof) and Tenant has read and understands the regulations governing leases and buildings at the Delta Lake Bible Conference Center (attached as Exhibit C and made a part hereof). Tenant further agrees to abide by all of said policies and regulations, which may be amended from time to time by the Board. Tenant shall receive written notice from Landlord as to any amendments approved by the Board. In the event Tenant breaches any of said regulations, Landlord shall give Tenant three days notice to cure the violation. Tenant's failure to cure a breach may result in termination of this Agreement, to be decided by the Board and within its sole discretion. Tenant shall be provided with written notice of any decision by the Board to terminate this Agreement, following which Tenant shall be required to remove all of Tenant's property from the premises no later than sixty (60) calendar days after service of said notice. Tenant shall be required to pay rent and abide by all other provisions of this Lease Agreement through the last day of possession.

\_\_\_\_\_ D. Tenant further covenants that all of the annual charges as specified in this Agreement and appended regulations will be well and faithfully paid and that in default thereof, Landlord may resort to any and all legal remedies requisite for repossession of said property.

\_\_\_\_\_ E. This agreement shall not at any time be assigned by the Tenant without the written consent of Landlord, which consent may be given at the sole discretion of Landlord on a case-by-case basis. A Tenant must be in good standing under the terms of this Lease Agreement prior to seeking Board approval for assignment.

\_\_\_\_\_ F. The Tenant shall not sublet the Premises or any building or trailer thereon to others for more than a total of eight (8) weeks in any calendar year. A

Tenant must be in good standing under the terms of this Lease Agreement prior to subletting the Premises. In the event of a sublease, the subtenant agrees to be bound by the Landlord's policies and regulations as set forth in Exhibits B and C. A copy of said acknowledgement shall be provided to Landlord at the commencement of the sublease. Tenant remains bound by the terms of this Lease Agreement in the event of a sublease.

\_\_\_\_\_ G. Tenant and/or anyone acting under Tenant shall not occupy this residence for more than eight (8) months in any calendar year.

\_\_\_\_\_ H. Tenant may appeal termination or non-renewal of this Agreement to the Board by written request thereto. Tenant may also request a personal appearance; however, such personal appearance shall be granted at the sole discretion of the Board.

\_\_\_\_\_ I. Tenant and any guests shall follow the registration procedure outlined in Exhibit B (attached).

\_\_\_\_\_ J. Tenant agrees to pay its fractional share of all real estate taxes levied against the Premises. Tenant's fractional share shall be calculated by using the size of Tenant's lot as the numerator and the size of the taxable parcel as the denominator. Landlord will pay the tax for all properties and will forward a statement of amount due to Tenant. Said amount shall be due and payable within thirty days of the date on the statement of amount due. In the event payment is not made, Landlord shall give Tenant thirty days written notice to cure the default. If Tenant fails to make payment pursuant to the terms of the written notice, then Landlord may pursue all remedies available to it at law or equity. Said payment of property taxes, and any attorney's fees and costs incurred relative to enforcement of this provision, shall be considered "additional rent".

\_\_\_\_\_ K. Tenant shall obtain and pay for fire and liability insurance on the Premises described herein and shall provide Landlord with a current copy of a certificate of insurance. Failure to procure insurance and/or provide a certificate of insurance shall be deemed a default and grounds for terminating this Agreement. In the event Tenant fails to provide Landlord with proof of insurance within ten business days of Landlord's request for such proof, Landlord shall give Tenant thirty days written notice to cure the default. If Tenant fails to offer proof pursuant to the terms of the written notice, then Landlord may pursue all remedies available to it at law or equity. Any attorney's fees and costs incurred relative to enforcement of this provision shall be considered "additional rent".

\_\_\_\_\_ L. Tenant hereby gives Landlord a right of first refusal on any sale of a building or mobile home located on the Premises. Landlord shall have thirty days from date of receipt of the terms of a bona fide purchase offer to match the offer. If Landlord fails to exercise said right, Tenant may proceed to sell pursuant to the terms of only that particular offer. Any revisions to said offer, or any new offer received, must be submitted to Landlord in accordance with the terms of this paragraph.

\_\_\_\_\_ 7. Landlord reserves the right, in its sole and absolute discretion, to renew Tenant's tenancy upon such terms and conditions as Landlord may offer. Landlord shall give Tenant written notice of its intent to extend a new lease term at least ninety days prior to the termination of this Agreement. Landlord and Tenant shall then have thirty days from the date of Landlord's written notice to enter into a new written Lease Agreement. Landlord may, at its sole discretion, extend the date by which a new Lease Agreement may be signed. If no new Agreement is signed by Tenant by the applicable deadline, Tenant agrees that all of Tenant's property shall be removed from the premises on or before the termination date of this Agreement. Failure to do so will be considered an abandonment of Tenant's property remaining at the premises, which property Landlord may keep, remove or discard at its discretion. Any costs of removal shall be at Tenant's expense.

\_\_\_\_\_ 8. The parties agree that this Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of New York. Any action to enforce the terms of this Agreement shall be brought in a court of competent jurisdiction encompassing the County of Oneida, State of New York. Tenant agrees to submit to jurisdiction in the State of New York. This Agreement represents the entire agreement and understanding between the parties, and it supersedes all prior agreements and understanding, whether oral or written. Each party acknowledges that no representation, promise, inducement, or statement of intention has been made by any party to this Agreement that is not embodied in this Agreement and agrees that no party shall be bound by, or liable for, any alleged representation, promise, inducement, or statement of intention not set forth in this Agreement. This Agreement may not be modified except in a writing signed by both parties. If any provision of this Agreement shall be declared unenforceable by a tribunal of competent jurisdiction, the remaining provisions of the Agreement shall remain fully enforceable.

\_\_\_\_\_ 9. A waiver by the Landlord of a default in one instance shall not be construed as a waiver in all instances.

\_\_\_\_\_ 12. Notices to Landlord shall be mailed to the following address:

Delta Lake, Inc.  
Attn: Executive Director  
6420 Pillmore Drive  
Rome, NY 13440

Changes in the address for Landlord shall be sent in writing to Tenant.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Agreement on the date or dates hereinafter set forth, Landlord's signature to be of its Executive Director as attested by its Business Manager.

Dated: \_\_\_\_\_ Landlord: Delta Lake, Inc.

Attest: \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
L S: Helen M. Tracy  
Business Manager

\_\_\_\_\_  
L S: Stephen B. Clark  
Executive Director

Date: \_\_\_\_\_

Tenant:

\_\_\_\_\_  
«First\_Name\_1» «Last\_Name\_1» Date: \_\_\_\_\_

\_\_\_\_\_  
«First\_Name\_2» «Last\_Name\_2» Date: \_\_\_\_\_