

LEASE SUMMARY

Effective Date:	___August 1___, 2026
Name of Landlord:	Church of the Epiphany
Use of Property:	Community Center
Name of Tenant:	Town of Ulysses
Leased Property:	Basement floor of 11 Elm Street, Trumansburg, New York, and additional areas as shown on Schedule A
Initial Lease Term:	One (1) Year
Renewal Options:	Lease automatically renews for additional one year terms until terminated by either party on not less than thirty (30) days' notice.
Base Rent:	One Dollar (\$1.00) per year
Security Deposit:	None
Utilities:	Landlord's responsibility
Maintenance of Leased Space:	Paid by Tenant except for all nonstructural and major building system repairs as outlined by the lease agreement.
Tenant Signage:	All signage at Tenant expense in accordance with municipal sign regulations and subject to required municipal approval.

LEASE AGREEMENT

This agreement, entered into this 7th _____ day of ____August_____, 2026, by and between Church of the Epiphany, hereinafter referred to as the "Landlord," and Town of Ulysses, a municipal corporation with an address of 10 Elm Street, Trumansburg, New York, hereinafter referred to as "Tenant."

WITNESSETH

1. PREMISES: That in consideration of the covenants and conditions specified hereunder, Landlord does hereby grant, demise, let and lease unto Tenant, the following premises: The basement of 11 Elm Street, Trumansburg, New York (except for the utility room and storage cupboard near the stairs), along with those other areas as identified in Schedule A hereof along with the rear yard. Tenant shall under no circumstances enter the sanctuary. Other than the basement area, Tenant shall have access to the other areas shown in Schedule A, and the rear yard, on an as-needed basis and shall notify Landlord when intending to use such additional space, which the Landlord may deny when needed by the Landlord for its own purposes. After using the non-basement areas shown in Schedule A, or the rear yard, Tenant shall return such areas and yard to the condition in which they were prior to Tenant's use.
2. TERM: The term of the lease shall be from the effective date of this lease through December 31, 2026. It shall thereafter automatically renew for additional one-year terms until terminated by either party on not less than thirty (30) days' notice.
3. RENTAL: Tenant covenants and agrees to pay to Landlord an annual rent of One Dollar (\$1.00), which shall be paid on the first day of the then current term.
4. RENT PAYABLE BY CHECK: Tenant shall make all rent payments via cash payment to the Landlord's designated address or in whatever manner designated by the Landlord for the payment of rent. Landlord shall provide said address and/or means to pay the rent before the beginning of the lease term.
5. LATE CHARGE: If the Tenant shall fail to pay any installments of rent later than the tenth (10th) day after the commencement of a new lease term, then the Tenant agrees to pay a late fee of two and a half percent (2.5%) of the monthly rent.
6. NOTICES: Any and all notices hereunder by either party to the other shall be in writing and be by personal service or by certified mail, return receipt requested, or by Federal Express or other reputable overnight courier service, postage prepaid, addressed to the respective party, and shall be deemed served and given on the date of mailing of personal service. Notices signed by the respective attorneys shall be deemed sufficient without the signatures of the parties themselves.
 - a. Notice to the Landlord shall be sent to: [address] (Attn: [name/entity]), with copy via email to [email];
 - b. Notice to Tenant shall be sent to: 10 Elm Street, Trumansburg, New York 14886 with a copy to the Town Supervisor via email at supervisor@townofulyssesny.gov.
7. REPRESENTATIONS OF LANDLORD: Landlord represents that it owns the leased property in fee simple and that it has the right to enter into this lease and make and procure any necessary assurances of title which may be reasonably required for the protection of

the Tenant; Landlord makes no further representation concerning the suitability of the leased premises for the purposes of Tenant.

8. NO UNLAWFUL USE: Tenant agrees that he/she/they shall not use or permit the premises to be used for any unlawful purpose and that the premises shall not knowingly be used in any manner or for any purpose that would be hazardous to health or property or would violate New York State laws, rules or regulations. In the event that the enactment of any New York State law, rule or regulation after the execution of this lease shall render the Tenant's use unlawful, the Tenant shall have a reasonable period of time, not to exceed sixty (60) days, to cure such default.
9. UTILITIES: Landlord currently has the utilities for the building, which include heat, water and electric, in the name of the Landlord. Landlord shall continue to maintain said utilities and shall promptly pay bills/invoices as they become due.

10. AREA MAINTENANCE.

- a. The Tenant shall be responsible for all ordinary repairs and maintenance to the Leased Premises used exclusively by Tenant.
- b. The Landlord shall be responsible for all structural repairs to the Leased Premises including repairs to the roof, outer walls and foundation and all outside repairs unless said repairs are required by reason of the gross negligence of the Tenant, its agents, servants and/or employees guests and invitees, in which case Tenant shall be responsible for and shall pay for said repairs.
- c. The Landlord shall be responsible for all maintenance and repairs to building wide systems. Tenant shall be responsible for maintenance and repairs to the heating, plumbing, air conditioning, electrical systems, and sprinkler system exclusively servicing the Premises and to all other repairs that are required by reason of the gross negligence of the Tenant, its agents, servants and/or employees, guests and invitees, in which case Tenant shall be responsible for and shall pay for said repairs.
- d. In the event that the said heating, plumbing, ventilating, air conditioning, electrical systems, and/or sprinkler system need replacement, the Landlord shall be responsible for and shall pay for said replacements. The Landlord covenants that the heating, plumbing, ventilating, air conditioning and electrical systems shall be in good working order at the commencement of the lease.
- e. Landlord is responsible for maintaining compliance with safety and building codes, rules, and regulations.

11. ACCESS BY LANDLORD

- a. Landlord or Landlord's agent(s) shall have the right, subject to twenty-four (24) hours' notice to Tenant via email or other accepted form of communication between the parties, to enter the basement during usual business hours to examine the same; to assist in promotion of the Building to show the Leased Premises to prospective purchasers or lessees of the Building or Subject Property; and to make such repairs, alterations, improvements or additions to the Building or the Subject Property as Landlord may deem necessary or desirable, provided that such activities do not disrupt the business activities of the Tenant. Landlord shall be allowed to take all material into and upon the Subject Property that may be required therefore without the same constituting an eviction of Tenant in whole or in part, and the rent shall in no way abate during the time such repairs, alterations, improvements or additions are being made by reason of loss or interruption of business of Tenant or otherwise. Notwithstanding the foregoing,

12. CARE OF PREMISES. Tenant is responsible for all damages due to his/her/their failure in care or cleaning. Tenant shall leave the premises broom clean at the end of the term or upon vacating the premises. Tenant shall not excavate nor perform any foundation work in the premises.
13. GENERAL CONDITIONS: The Tenants shall have no right to make changes or alterations to the building(s) on the demised premises without the Landlord's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant may paint that portion of the Leased Premises used exclusively by Tenant without prior written consent.
14. SURRENDER: At the termination of this lease, through expiration or otherwise, Tenant shall surrender the leased premises in good condition as upon the date hereof, broom clean and free of Tenant's property or any sub-tenancies, reasonable wear and tear excepted.
15. NO WAIVER OF LEASE TERMS. If Tenant fails to pay Landlord the full base rent or other charges due, any subsequent payments shall first be applied to rent arrears. Landlord's acceptance of partial payment of rent or failure to enforce any provision of this lease is not a waiver of any of Landlord's rights under this lease or at law.
16. ASSIGNMENT AND SUB-LETTING: Tenant covenants and agrees that it will not sublet or assign its interest in this Lease or the Leased Premises in whole or in part without Landlord's prior written consent, said consent to not be unreasonably withheld, delayed or conditioned.
17. QUIET ENJOYMENT: Upon payment by the Tenant of the rents herein provided and upon observance and performance of all the provisions therein set forth to be observed and performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term herein without hindrance or interruption by the Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord.
18. RESTRICTIONS ON USE: The Tenant may use and occupy the Leased Premises for youth and adult community programming. When the Leased Premises are used for youth programming, Tenant must have no less than two adults present and supervising the youths at all times while youths are present. The Tenant shall not use or knowingly permit any part of the demised premises to be used for any unlawful purpose.
19. INSURANCE COVERAGES - TENANT.
 - a. During the term, Tenant, at its own cost and expense, shall:
 - i. Have in force at all times during the term of this lease and any extension thereof, a general liability policy, insuring against loss or damage to person or property, with limits not less than five hundred thousand dollars (\$500,000.00) for injuries to one person, not less than one million dollars (\$1,000,000.00) for injuries to more than one person with product liability in the same amount and fifty thousand dollars (\$50,000.00) for damages to property. These limits shall be increased in proportion to increases in the consumer price index whenever this index has increased at least 20% above previous increase in limits. The Tenant shall also insure the contents of the premises against fire and other risks.
 - b. The insurance policies required pursuant to subparagraphs (i) shall name the Landlord as an additional insured. The Landlord shall be a certificate holder of the insurance required pursuant to subparagraph (i).

- c. The insurance policies required pursuant to this paragraph shall be issued by reputable companies licensed in New York State.
 - d. The Tenant shall require its contractors and sub-contractors to carry adequate contractor's liability insurance to do work on the premises.
 - e. Prior to the commencement of the Term and thirty (30) days before the expiration of any policy, Tenant shall deliver to Landlord proof that the required insurance is in effect or has been renewed, with proof of payment of premiums or proof of payment of the first installment under an executed agreement to finance premiums. Tenant shall deliver to Landlord an original policy in all instances in which Landlord is an additional insured and a certificate of insurance in all other cases as soon as the policy or certificate are available.
20. LIABILITY: Landlord is not responsible or liable for any injury to person or property occurring on the leased premises except for negligence, gross negligence or willful misconduct on the part of the Landlord and/or Landlord's representatives, contractors, subcontractors, agents or guests. Tenant must promptly notify the Landlord of any negligence or gross negligence occurring on the premises. Tenant agrees that the Landlord shall not be liable for any damage to any property owned by tenant at any time in the leased premises except for negligence, gross negligence or willful misconduct on the part of the Landlord and/or Landlord's representatives, contractors, subcontractors, agents or guests. Tenant shall give the Landlord timely notice of any accident or defect in the building's mechanical systems.
21. TENANT MAY NOT CREATE LIEN UPON LEASED PREMISES: It is expressly agreed between the Landlord and Tenant and notice is hereby given to all contractors, subcontractors, agents and employees of Tenant, and all persons furnishing labor, services or materials to or in connection with the leased premises, that the Tenant shall have no power to do anything or make any contract which may create or be the foundation of any lien upon the estate, title, or interest of the Landlord in the said leased premises or any part hereof.
- a. Removal of Liens: If, because of any act or omission (or alleged act or omission) of Tenant, any mechanic's lien, materialmen's lien or any other lien, charge or order for the payment of money shall be filed against the leased premises, or any building or improvements thereon, or against Landlord, or any financing statement shall be filed for or affecting any equipment, or any materials used in the construction or alteration of, or installed in, any such building or improvement (whether or not such lien, charge, order or financing statement is valid or enforceable as such), Tenant shall, at its own cost and expense, cause the same to be cancelled and discharged or recorded or fully bonded within ten (10) days after notice of filing thereof.
22. MODIFICATION: This lease contains the entire agreement between the parties and cannot be changed or terminated orally, but only by an agreement in writing and signed by the other party against which enforcement of any waiver, change, modification or other discharge is sought.
23. PARAGRAPHS, NUMBERS AND HEADINGS
- a. Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect of this Lease Agreement.
24. SEVERABILITY: If any term or provision, or any portion thereof, of this lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to

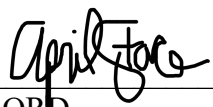
persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the full extent permitted by law.

25. **DEFAULT:** Should the Tenant violate any of the provisions or covenants set forth in this agreement, the Tenant will be in default, and the Landlord shall have the option to terminate this lease agreement on the basis of non-payment, that the tenant's violations constitute an objectionable tenancy or that Tenant is in violation of the Lease Agreement. Should the Tenant fail to remedy the violation within fifteen (15) business days of receiving written notice from the Landlord setting forth the nature of this violation, the Landlord shall have the right to terminate the tenancy and to commence a summary proceeding for eviction of the tenant pursuant to provisions of Section 711 of the New York State Real Property Actions and Proceedings Law]
26. **ESTOPPELS.** From time to time, when requested by the Landlord, the tenant shall within ten days execute a signed written certificate to the Landlord or any mortgagee or assignee designated by the Landlord confirming the then status of the lease. This estoppel certificate shall state whether the lease is in full force and effect, is modified or unmodified, the rent payable hereunder and the state of all accounts between the landlord and the tenant, the existence (if any) of any defaults by either party hereto and any other matters pertaining to this lease that the landlord requests of the Tenant.
27. **VENUE:** In the event any action or legal proceeding is brought with reference to any aspect of this lease, whether eviction proceeding, declaratory judgment, or any other proceeding, the parties mutually agree that said proceeding shall be brought in the appropriate court in Broome County, New York, and each party consents to the jurisdiction of said courts.

IN WITNESS WHEREOF, the parties do hereby set their hands and seals in Trumansburg, New York.

TENANT

By: Katelin Olson, Supervisor
Town of Ulysses
Date:



LANDLORD

By: April Stace
Church of the Epiphany
Position: Rector
Date: August 7, 2026

LEASE END