



DIOCESE OF OGDENSBURG

Insurance Claims and Risk Management Office

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LEASE AGREEMENT

This agreement entered into on _____ by and between _____
Date Lessor
and _____:
Lessee

The Lessor and Lessee mutually covenant and agree as follows:

- 1. Premises leased, Terms; rent.

That Lessor shall this day lease unto the lessee premises described as

_____.

The term of the lease shall be for twelve (12) months, effective _____
through _____.

The rental payment for the twelve (12) months shall be \$_____ per square foot in monthly installments of \$_____, payment due by the _____ day of each month. If Lessee fails to make payment in a timely manner, Lessor has right to legal recourse.

- 2. Utilities, Custodial Services:

_____ shall pay all costs relative to operating and using the premises, including but not limited to heat, electricity, water and snow removal.

_____ shall provide custodial and cleaning services.

Lessee agrees to keep premises reasonably clean and free from debris and to conserve energy and electricity as warranted.

- 3. Acceptance of Premises; Duty of Repair

Lessee hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of this lease excepting only reasonable wear and tear arising from the use thereof and to make good to Lessor immediately upon demand, any damage to premises caused by the use and activities of the Lessee.

- 4. Insurance

Lessee agrees that it will at its own expense, at all times during the term of this agreement and any extension or renewal thereof, maintain in force a policy of insurance written by one or more insurance carriers licensed to do business in the State of New York, which will insure the Lessor

and the Diocese of Ogdensburg against liability for bodily injury, death and or with regard to any property or persons within or about the leased premises. The liability coverage of such insurance shall not be less than One Million Dollars (\$1,000,000). A Certificate of Insurance will be provided by Lessee to Lessor at the commencement of this lease evidencing such coverage.

5. Indemnification

Lessee agrees that they will indemnify and hold harmless the Lessor from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from bodily injuries or death to persons or property damages arising from the occupancy by the Lessee and the Lessee's agents, servants or employees of the leased premises, and from any loss or damage arising from the act, acts or failure to act, or any default or negligence by the Lessee, or failure on the part of the Lessee to comply with any of the covenants, terms and conditions herein contained, unless such loss or damage be caused by the sole negligence of the Lessor.

6. Prohibited Activities

Lessee shall not conduct or permit any activity on the premises which is contrary to the teachings of the Church.

7. Assignment

Lessee shall not assign this lease, or sublet the premises or any part thereof, or make any alterations therein, or any additions thereto, except as otherwise provided herein, without the written consent of the Lessor.

8. Amendments and Modification

This lease agreement may be modified or amended only in writing, duly authorized and executed by Lessor and Lessee. It may not be modified or amended by oral agreements or understandings between the parties.

9. Successors in Interest

It is the intent of the parties that this lease shall be binding upon the Lessor and Lessee and upon any parties who may in the future succeed to their interest.

10. Separability

If any part of this lease is held to be invalid or illegal, then only that part shall be void and have no effect. All other parts of the lease shall remain in full force and effect.

In Witness Hereof, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above first written.

_____ by _____
Lessor Date

_____ by _____
Lessee Date