

STATE OF NEW YORK  
EXECUTIVE DEPARTMENT  
NEW YORK STATE POLICE  
STATE CAMPUS  
BUILDING 22  
ALBANY, NEW YORK 12226

L00  
SP

**PARTIES**

**AGREEMENT OF LEASE**, made this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand fifteen by and between

**(Name of Vendor)**

whose address is **(Address of Vendor)**

for themselves, their heirs, executors, administrators, trustees, distributees, successors, assigns and legal representatives, hereinafter referred to as Landlord, and THE PEOPLE OF THE STATE OF NEW YORK, acting by and through the Superintendent of State Police pursuant to the Executive Law, hereinafter referred to as the State or Tenant:

**WITNESSETH:** the parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

**LETTING**

1. The Landlord hereby Leases to the Tenant and the Tenant hereby hires from the Landlord the following described premises, viz:

**PREMISES** A (describe building), on (describe location) at (address), Town of , County, New York; to be used for its official business by the EXECUTIVE DEPARTMENT, DIVISION OF STATE POLICE or by such other department, commission, board or officers of the State of New York as may be entitled by law to use same or to which the Premises shall be allotted by such Superintendent of State Police as provided by the State Finance Law.

**TERM**

2. **TO HAVE AND TO HOLD** the said Premises with the appurtenances, rights and privileges for the Term beginning with , and ending with

**RENT**

3a. The Tenant shall pay the Landlord for the Premises Rent at the rate of

**(X0,000.00)** per annum for the period August 1, 200X through July 31, 20XX;

Payable to **(Name of Vendor)**

Federal ID#

Vendor ID#

at **(Address of Vendor)**

in equal monthly installments of;

**(\$XX00.00)** for the period August 1, 20XX through July 31, 20XX;

3b. The Tenant agrees to pay the Landlord the specified Rent herein in advance on or before the first of each month without notice or demand.

**POSSESSION**

4a. If the Landlord shall be unable to give Possession of the Premises on the date of commencement of the Term hereof by reason of the fact that the Premises are located in a building being constructed and which has not been sufficiently completed to make such Premises ready for occupancy or if Repairs, alterations, improvements or decorating of the Premises or of the building in which said Premises are located are not completed, or if for any other reason the

Premises are not ready for occupancy by the Tenant on the date of commencement of the Term hereof, the Rent reserved and covenanted to be paid shall not commence until Possession of the Premises is given to the Tenant, and no such failure to give possession on the date of commencement of the Term shall in any way affect the validity of the Lease or the obligations of the Landlord and the Tenant hereunder. The Landlord, however, covenants and agrees to make a good faith and determined effort to construct the building and make the desired Repairs, alterations, improvements or decorations such that the Tenant may occupy the building or Premises, as the case may be, on the scheduled date of commencement of the Term.

4b. Anything to the contrary notwithstanding, it is mutually understood and agreed by and between the parties hereto, that in the event the Premises are not ready for occupancy on the commencement date set forth in Clause No. 2 hereof, Possession shall be given by the Landlord to the Tenant on the first day of the calendar month following readiness of the Premises or building, as the case may be, for the Tenants occupancy and use, provided first, however, the Landlord shall have given the Tenant Notice in the manner hereinafter provided at least forty-five (45) days prior thereto.

4c. It is understood and agreed, however, that if the Premises are not complete and ready for occupancy on the date provided in Clause No. 2 herein, the Term as provided shall, at the option of the Superintendent, by notice as hereinafter provided within sixty (60) days of the date Possession is given, commence on the date Possession is given and expire on the last day of the month which shall be 20 years from date possession is given.

4d. It is further agreed that the Renewal period or periods if provided in Clause No. 5 hereinafter shall be likewise adjusted as to Term only, to conform to any change in the initial Term.

## **RENEWAL**

5. This Lease may, at the option of the Tenant, be renewed for (Number of terms) successive term(s) of (length of terms) years, the first beginning (date of 1<sup>st</sup> term) and ending (end of first term). Each such Renewal shall be on the same terms and conditions as specified herein, as same may have been modified by the parties prior to such Renewal, EXCEPT that Rent for each such Renewal shall be negotiated prior to the commencement of such Renewal Term. The Lease shall not be renewed unless Tenant provides Landlord with written notice as required herein of its intention to renew the Lease at least **sixty (60) days** prior to the end of the initial or Renewal Term.

## **CANCELLATION**

6. The New York State Police reserves the right to terminate this agreement in the event it is found that the certification filed by the Landlord in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the State Police may exercise its termination right by providing written notification to the Landlord in accordance with the notification terms of this agreement.

## **HOLDOVER**

7. Any Holdover after the expiration of the said Term or any extensions thereof shall be construed to be a tenancy from month to month and shall otherwise be on the terms and conditions herein specified, as far as applicable.

## **ELECTRIC SERVICE**

8a. The Landlord agrees to install the electrical service, meter and wiring of sufficient amount and quality so as to allow for the proper lighting of said Premises and for the operation of basic electrical office equipment and appurtenances of the Tenant, in addition to normal building requirements. It is understood that the Landlord shall install ceiling lighting fixtures providing for the light so furnished of not less than thirty-five (35) maintained foot candles on all surface thirty (30) inches above floor level distributed as uniformly as possible. All costs of installing the electrical service, electric fixtures and appurtenances, electric wiring, an electric meter, and installation of electric lamps in lighting fixtures, shall be paid by the Landlord except as may be expressly specified hereinafter.

8b. The Landlord shall be responsible for the procurement of any easements and or rights of way required to provide electrical service to the Premises.

8c. Electric current consumed for general lighting, operation of Tenant's appliances and equipment and for the operation of air conditioning and heating equipment shall be separately metered and consumption charges paid for by the Tenant to the local utility firm providing such service. It is further agreed and understood that no electric current consumption except that which

is consumed in the Premises shall be registered in the metering device or devices as used by the Tenant.

8d. Exit and emergency illumination shall be provided in such a manner as to maintain exit illumination automatically in the event of any failure of normal lighting due to fault in the main lighting system, due to any failure of public utilities or other outside electric power supply, or any single manual act such as accidental opening of a switch controlling normal lighting facilities.

8e. The building shall be so wired so as to accept the installation of a generator, the maintenance of such shall be the responsibility of the landlord.

8f. The Tenant shall be responsible for all electric utility consumption bills during the term of the Lease.

## **HEATING AND AIR CONDITIONING**

9a. The Landlord shall install and maintain an adequate and suitable year round Heating, Ventilation and Air Conditioning control system and appurtenances which shall be capable of providing the following:

9b. Year round daily ventilation comprising a minimum of .25 C.F.M. of fresh air, tempered as required, per square foot of floor areas, or .15 C.F.M. per person, whichever is greater. Tenant stipulates that for the purposes of this clause the maximum number of people in the Premises shall not exceed 25.

9c. The Air Conditioning or cooling portion of the said system shall be capable of maintaining when required, during maximum outside conditions (95° F. dry bulb, and 75° F. wet bulb), inside conditions of 75° F. dry bulb and 50% relative humidity. In addition to the above, conference and hearing rooms shall be provided with additional air conditioning as may be required, and an adequate exhaust system consisting of a separate zone and thermostatic control. The said auxiliary system shall have a minimum capacity of 0.50 C.F.M of fresh air, tempered as required, per square foot of floor area in the said areas.

9d. The Heating portion of the said system shall be capable of maintaining heat, when necessary for the proper comfort of the occupants, which shall not be less than 70° nor more than 75° throughout the Premises.

9e. The Landlord shall pay all costs of service and maintenance, including filter changes, for the above facilities for the duration of occupancy by the Tenant.

9f. The Tenant shall be responsible for all heating utility consumption bills during the Term of the Lease.

## **WATER AND SEWER**

10a. The Landlord shall furnish, at its own expense, hot and cold potable water appurtenances from the local supply sufficient for drinking, washroom and cleaning purposes in the Premises.

10b. The Tenant shall be responsible for the quarterly Water and Sewer Rents should the facility be supplied such services from the local municipal system. If applicable, the Tenant shall make payment directly to the respective provider.

10c. Should the Premises be serviced by a private well and septic system, the Landlord shall be responsible for the maintenance of said systems and insure their compliance with all environmental and health regulations relating to same.

10d. Should the water to the Premises not meet public drinking water standards as proscribed in NYCRR Title 10, the Landlord shall install and repair as necessary the appropriate water filtration system to bring the water up to local or state health standards, whichever is more restrictive.

## **EXTERMINATING SERVICE**

11. The Landlord shall provide exterminating service for the Premises without cost to the Tenant upon request from the Tenant.

## **REPAIRS**

12a. The Landlord shall take care of the Premises, fixtures and appurtenances, including the parking areas, and Landlord shall make all Repairs necessary to put and keep the

Premises in good order and condition at its own cost and expense except Repairs required as a result of the negligence of the Tenant and its employees, which shall be the responsibility of the Tenant.

12b. The Landlord shall ensure that the Premises comply with all laws, rules, orders, ordinances and regulations issued or in force, applicable to the Premises, of the borough, city, county or other municipality, state or federal governments, and each and every department, bureau and official thereof, and of any board of fire underwriters having jurisdiction in the Premises. The Tenant, in its use of the Premises, agrees to comply with all applicable laws, rules, orders, ordinances and regulations.

#### **LANDLORD'S RIGHT OF ENTRY**

13. The Tenant shall permit the Landlord at all usual proper times to enter the Premises for the purposes of inspection or sale; and suffer the Landlord to make Repairs and improvements to all parts of the building and to comply with all governmental orders and requirements applicable to the building. The Landlord, in exercising its rights under this clause, shall not unreasonably interfere with the Tenant's access, use and occupancy of the Premises.

#### **TO LET SIGNS**

14. The Tenant shall permit the Landlord during the three (3) months next prior to the expiration of the Term, to place the usual notices of "To Let" upon the exterior of the Premises.

#### **DESTRUCTION OF PREMISES**

15a. If the Premises are destroyed or so injured by fire or the elements or any cause except Tenants negligence so as to render the Premises uninhabitable or unfit for occupancy the Tenant, in its sole discretion, may by Notice in writing to the Landlord, such Notice to be mailed by the Tenant within thirty (30) days from the happening of such injury, exercise the following option:

15b. Quit and surrender the entire Premises within thirty (30) days from the giving of such Notice, in which event the Rent shall abate from the time of the fire or other cause, and the Tenant shall not be liable for further Rent. This option may only be exercised in the event the Landlord is unable to rebuild the facility to the original plans and specifications on the same Premises within a time period of six (6) months or less. All Rent shall be abated during such period and resume when the structure is deemed habitable by both parties hereto.

15c. If, however, the Premises shall be so injured by any cause aforesaid as not to be rendered uninhabitable or unfit for occupancy, then the Landlord shall Repair the same with reasonable promptness, and in that case the Rent shall be abated during such Repair period, except only that the Tenant shall during such time pay a pro rata portion of such Rent apportioned to the portion of the Premises which are in condition for occupancy and which are actually occupied during such repairing period.

15d. All improvements or betterments placed by the Tenant on the Premises shall, however, in any event be Repaired and replaced by the Tenant at his own expense and not at the expense of the Landlord, provided the injury and damage to such improvements or betterments have been caused without the fault or neglect of the Landlord, his agents or employees.

15e. If the Premises are destroyed or injured by fire or the elements or any other cause the Tenant shall give notice thereof to the Landlord with reasonable promptness.

15f. In the event the Premises are so injured or destroyed as above described, any advance Rent paid by Tenant to Landlord shall be apportioned to the date of the destruction and the difference promptly returned by the Landlord to the Tenant.

#### **SET OFF**

16a. In the event the Landlord refuses or fails to make Repairs or provide services for which it is responsible under the terms and conditions of this Lease the Tenant, upon thirty (30) days written Notice to the Landlord by Tenant, may, at its sole option, make such Repairs or provide such services, deducting all the costs incurred thereby from the Rent which is or shall be owing the Landlord.

16b. In the event Tenant quits the Premises such that it remains responsible for payment of Rent to the Landlord, the total Rent to be paid the Landlord shall be reduced by that portion of the Rent reserved attributable to charges for utility and other services for which Landlord

is obligated to provide pursuant to terms of this Lease whether or not such charges have been itemized.

16c. Furthermore, in the event Tenant shall so quit the Premises, Landlord shall be obligated to make all reasonable efforts to re-let the Premises in order to minimize the losses of the Tenant. The Landlord shall not in any event be required to pay the Tenant any surplus or any sums received by the Landlord on a re-letting of said Premises in excess of the Rent provided herein. In no event shall the Landlord, without the consent of the Tenant, grant free Rent for the use of said Premises.

## **SUBORDINATION**

17a. This Lease is subject and Subordinate to all ground or underlying Leases, and to all mortgages which may now or hereafter affect such Leases, or the real property of which the Premises form a part, and to all Renewals, modifications, consolidations, replacements and extensions thereof. However, no property owned or removable by the Tenant shall be subject to the lien of paramount mortgages. This provision shall be self-operative, and no further instrument of subordination shall be required by any mortgages. In confirmation of such subordination, Tenant shall execute promptly within thirty (30) days a written request, an appropriate certificate which Landlord provides.

17b. However, this Lease shall be subject and Subordinate to the lien of any future mortgage or any future underlying Lease provided that the holder of any such mortgage or the Landlord under any such underlying Lease shall agree in the mortgage or Lease or otherwise that this Lease shall not be terminated or otherwise affected by the enforcement of any such mortgage or underlying Lease, provided that at the time thereof this Lease shall not be in default, and the Tenant when requested by the holder of such mortgage or the Landlord under any such underlying Lease shall execute an attornment agreement to the holder of such mortgage or the Landlord under any such underlying Lease should either succeed to the rights of the Landlord under this Lease. Tenant agrees to provide Landlord with a written Estoppel Letter confirming the status of the Lease and Tenant's and Landlord's compliance with same.

## **QUIET ENJOYMENT**

18. The Landlord covenants with the Tenant that the Tenant, on complying with the terms of the Lease, shall and may peacefully and quietly have and enjoy the said Premises.

## **CONDITION OF PREMISES**

19. The Tenant shall at the end of the Term quit and surrender the Premises in as good order and condition as when received, normal wear and tear and damage by the elements, including fire, excepted.

## **NOTICE**

20. Any Notice by the Tenant to the Landlord shall be deemed to be duly given if mailed by certified mail, addressed to the Landlord at the address given above or any other address directed in writing by the Landlord, and any Notice by the Landlord to the Tenant shall be deemed to be duly given if mailed by certified mail addressed to the Superintendent of State Police, Building 22, 1220 Washington Avenue, Albany, New York, 12226-2252.

## **NEW LANDLORD**

21. In case the Premises or the building of which the same is part shall be sold, conveyed, transferred, assigned, Leased or sub-let, or if the Landlord shall sell, convey, transfer or assign this Lease or Rents due under this Lease, or if for any reason there shall be a change in the manner of which the Rent reserved hereunder shall be paid to the Landlord, proper written Notice of such change shall be filed immediately by the Landlord with the Superintendent of State Police. Any transfer, assignment or notice of same shall be subject to the provisions of Appendix A of this agreement as well as the approval of the State Comptroller's Office.

## **BROKERAGE FEES**

22. The Landlord and Tenant warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, Brokerage, contingent fee or other compensation excepting bona fide employees or bona fide established commercial or selling agencies such as licensed Real Estate Brokers or others duly authorized by law to engage in real estate transactions for compensation in the State of New York and retained by the Landlord for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this Lease without

liability, or in its discretion to offset the full amount of such commission, percentage, Brokerage, contingent fee or other compensation against the Rental or consideration provided for in the Lease and to recover any balance in excess of such Rental or consideration by legal action.

## **MERGER CLAUSE**

23. It is understood and agreed by and between the parties hereto that no representations or promises have been made in respect to the demised Premises other than those contained herein except those as may be contained in a rider attached to and made a part of this Lease.

## **LANDLORD'S INTEREST**

24a. The Landlord represents that the Premises above described are owned by the Landlord in fee simple absolute. Landlord shall provide Tenant with a copy of pertinent underlying and ground Leases.

24b. It is understood and agreed by and between the parties hereto that the agency in possession is not authorized to allow any deviations from the provisions of this Lease, including substitutions for, or additions to, items of construction or alterations, or commit the State in any way. It is further agreed that the Landlord will obtain prior written approval of the Superintendent of State Police for any deviation from the Lease provisions.

## **REMOVAL OF PERSONAL PROPERTY**

25. Any and all articles of Personal Property including, without limitations, business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers, radio, teletype and television equipment and aerials, owned or installed by the Tenant at its sole expense are and shall remain the property of the Tenant and may be removed by it at any time during the Lease term, Renewal, extension or Holdover period. If such fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers, radio, teletype and television equipment and aerials are removed, the cost of repairing any damage to the building arising from such removal shall be paid by Tenant.

## **ALTERATIONS BY TENANT**

26. It is understood and agreed by and between the parties hereto that during the Lease period, Renewal period, extension or Holdover period the Tenant reserves the right to make minor alterations or installations at its sole expense, such as, painting, installation of telephone, data, and/or electrical outlets, erection or relocation of moveable partitions, etc. All other alterations require Landlord written prior approval which shall not be unreasonably withheld. All alterations made by Tenant shall be in conformance with all building codes and all other laws.

## **ALTERATIONS BY LANDLORD**

27. It is understood and agreed by and between the parties hereto that relative to any alterations, other than minor alterations as mentioned above, which may subsequently be required by the agency in Possession, the Landlord agrees to provide the Tenant with estimates based upon Tenant's plans and specifications for the work to be performed. Upon approval by the Tenant the Landlord shall be authorized by the occupying agency or the Tenant to proceed with the subject alterations. If the Landlord elects, he may submit to the authorizing agency paid bills for partial work, which shall have been completed to the agency's satisfaction. The total of the partial payments shall not exceed eighty percent (80%) of the approved estimate for the entire proposed work; in the event of any revision in plans by the Tenant, which may increase or decrease the estimates, any balance or overpayment shall be adjusted on the basis of final bills for all completed work. In the event of overpayment by the Tenant as a result of the said revisions, as may be indicated by a final audit, Tenant is hereby authorized to make deductions from Rent payments until it has recovered the amount of overpayment. Any further balance due Landlord resulting from the final audit shall be due and payable upon completion of audit and submission by the Landlord of paid bills for completed work.

## **SIGNS**

28. The Tenant may post and maintain such Signs and notices as is reasonably required and permitted by law to inform the public as to its location in the building and shall have a right to have its name and other pertinent information on Landlord's lobby directory board.

## **MARGINAL NOTES**

29. The Marginal Notes as to contents of particular paragraphs herein, if any, are inserted only for convenience, and are in no way to be construed as a part of this Lease or as a

limitation of the scope of the particular paragraphs to which they refer.

## **CONSENT**

30. The Landlord and Tenant covenant that whenever the others Consent is required under any of the provisions of this Lease such Consent shall not be unreasonably withheld.

## **SALE AND/OR TRANSFER**

31. It is hereby agreed by the parties enumerated on page 1 that the Landlord shall not, at any point in time, Sell or Transfer title of the Premises to a member and/or employee of the Division of State Police, immediate family and/or wholly owned corporation of the aforementioned. Should such proscribed Sale or Transfer occur, the Tenant shall have the option of immediately causing the Lease to become null and void.

## **APPENDIX A**

32. Appendix A (2014), titled "Standard Clauses for NYS Contracts", (attached) is an integral part of this Lease. In the event of a conflict between the Agreement and Appendix A, Appendix A shall take precedence.

## **BUILDING CONSTRUCTION**

33. The Tenant reserves the right to construct a radio tower to meet the wireless communications needs of the State of New York provided the construction maintenance and location of said tower does not violate any federal, state, or local law, rule, or regulation. Said radio tower shall not be used by private communications companies.

## **PAINTING AND DECORATING**

34. It is understood and agreed by and between the parties hereto that the Landlord shall, during the duration of this Lease and any renewal hereof, at his own expense, every **five (5) years**, or sooner by agreement of the parties or if reasonably determined by Landlord to be necessary, Repair or replace as necessary, both inside and outside, the entire Premises with adequate coats of paint or varnish, or clean and apply preservatives, as the case may be, to any wood paneled or wood wainscoted surfaces and/or paint all plaster surfaces and wall trim surfaces ordinarily painted, in adequate covering coats of alkyd or oil based paints in colors to be selected by the Tenant. Similarly, it is also understood that carpeting and vinyl composite tile floor covering shall be cleaned and repaired as needed and replaced at least every **seven (7) years**, or as reasonably agreed by the parties, with a commercial grade product.

## **OTHER UTILITIES**

35a. The Landlord, at its own expense, shall install, furnish and otherwise be responsible for trenching, installation and placement of conduit required from the Telco's nearest available service facilities (i.e., street poles) to the service entrance of the Premises.

35b. The Landlord shall be responsible for the procurement of any easements and /or rights of way required to provide service to the Premises.

35c. The Landlord shall provide appropriate interior facilities to accommodate the Tenants telecommunications system, including conduit to each room to be serviced with telephones and/or computers, and necessary plywood in the Premises Telco room.

## **REAL ESTATE TAXES**

36. It is understood and agreed to by the parties hereto that the Landlord shall pay all property and school taxes in years one through three of this agreement, with property and school taxes paid in year three becoming the "base" year amount. The Landlord shall continue to pay all property and school taxes, and shall be responsible for the "base" year amount of property and school taxes for the remainder of the term. The Tenant shall be responsible for the difference between the property and school taxes assessed and paid, and the "base" year amount for the remainder of the term. Tenant shall reimburse landlord for this difference upon timely submission by the Landlord to the Tenant of an invoice with copies of the applicable paid tax receipts attached. An invoice will not be considered timely and the Tenant shall not be responsible for payment where the invoice is not submitted within one year of the dated receipt of Landlord's payment. It is understood and agreed to by the parties hereto that the Tenant shall not be responsible for any special ad valorem levies, special assessments, or assessments for specific local governments. It is further understood and agreed to by the parties that, upon written request of the Tenant, the Landlord shall file grievances and take such other action as may be deemed necessary by the Tenant to obtain relief from any alleged over-assessment and that the Tenant shall reimburse the

landlord for all reasonable costs resulting there from upon presentation of bills for such costs.

## **INDEMNIFICATION**

37. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, the Tenant shall hold the Landlord harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Tenant or of its officers or employees when acting within the course and scope of their employment.

## **INSURANCE REQUIREMENTS**

38. Prior to the date on which possession of the Premises is delivered to the State, the Landlord shall file with the Tenant, Certificates of Insurance evidencing compliance with all requirements contained in the Lease. Such Certificates shall be in the form and substance acceptable to the Tenant.

Acceptance by the Tenant of the evidence of insurance does not, and shall not be construed to relieve Landlord of any obligations, responsibility or liabilities under this Lease to obtain the required coverage or indicate acceptance of the adequacy of coverage and limits. All insurance required by the Lease shall be obtained at the sole cost and expense of the Landlord; shall be maintained with insurance carriers licensed or authorized to do business in New York State, and acceptable to the Tenant; shall be primary and non-contributing to any insurance or self-insurance maintained by the Tenant of Occupying Agency and shall provide that written notice be given to the Tenant, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice shall be sent to the Tenant at the following address: New York State Police, Administration, Building 22, 1220 Washington Avenue, Albany, New York, 12226-2252.

The Landlord shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer rated at least "A-" Class "VII" in the most recent published Best's Insurance Report. Said policies shall name the PEOPLE OF THE STATE OF NEW YORK as an additional insured (in the case of fire insurance, as its insurable interest may appear).

The Landlord shall cause all insurance to be in full force and effect as of the commencement date of this Lease and to remain in full force and effect throughout the Term of this Lease and as otherwise required by this Lease. The Landlord shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Landlord shall supply the Tenant with updated replacement Certificate of Insurance, and amendatory endorsements.

The Landlord, throughout the Term of this Lease, or as otherwise required by the Lease, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Lease, or as required by law, whichever is greater, (limits may be provided through a combination of primary and umbrella/excess policies):

- a. Commercial General Liability Insurance with a limit of no less than \$2,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages, and shall cover liability arising from Premises operations, independent contractors, broad form property damage, personal and advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract).
  - 1) Commercial General Liability Insurance shall name The People and the State of New York, its officers, agents and employees as additional insureds thereunder.
  - 2) If such insurance contains an aggregate limit, it shall apply separately to this Premises.

- b. Commercial Property Insurance on the Premises in an amount not less than the Full Insurable Value of the Premises covering at a minimum, the perils insured under the ISO Basic Causes of Loss Form (CP 10 10). Full Insurable Value shall mean actual replacement cost of the real property (exclusive of the cost of non-insurable portions thereof, such as excavation, foundations and footings).

Waiver of Subrogation – Landlord shall cause to be included in each of its policies for the insurance indicated a waiver of the insurer's right of subrogation against the State, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Tenant waives or has waived before the casualty, the right of recovery against Landlord; or (ii) any other form of permission for the release of the State.

## **WORKERS COMPENSATION INSURANCE AND DISABILITY BENEFITS COVERAGE**

40. Prior to this Lease becoming effective, Landlord must submit proof that they have the workers' compensation and disability benefits coverage required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage. Proof of compliance must be demonstrated in accordance with the requirements set forth by the New York State Workers' Compensation Board. The Landlord shall notify the New York State Police, Administration, Building 22, 1220 Washington Avenue, Albany, New York, 12226-2252 at least thirty (30) days prior to material change or cancellation of such coverage.

## **MISCELLANEOUS OBLIGATIONS**

41. (Landlord or Tenant or combination of both) shall be responsible for all lawn mowing, landscape maintenance, snow plowing, salting, spring cleaning of parking lot and lawn area, carpet and tile cleaning and all replacement of window glass, as well as replacement of any light bulbs and fluorescent bulbs inside and outside of the building.

42. Tenant may not assign this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

## **TELECOMMUNICATIONS**

43. The Tenant shall be responsible for all telephone communication bills during the term of the Lease.

## **LANDLORD RESPONSIBILITY**

44a. The Landlord shall at all times during the Lease Term remain responsible. The Landlord agrees, if requested by the Superintendent, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

44b. The Superintendent in his or her sole discretion, reserves the right to suspend any or all activities under this Lease, at any time, when he or she discovers information that calls into question the responsibility of the Landlord. In the event of such suspension, the Landlord will be given written Notice outlining the particulars of such suspension. Upon issuance of such Notice, the Landlord must comply with the terms of the suspension order. Lease activity may resume at such time as the Superintendent issues a written Notice authorizing a resumption of performance under the Lease.

44c. Upon written Notice to the Landlord, and a reasonable opportunity to be heard with appropriate agency officials or staff, the Lease may be terminated by Superintendent at the Landlord's expense where the Landlord is determined by the Superintendent to be non-responsible. In such event, the Superintendent may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

## **RENOVATIONS**

44a. It is further understood and agreed upon by and between the parties hereto that the Landlord shall, at his own cost and expense, complete the Renovations and Repairs listed in Attachment 1 to the Tenant's satisfaction, as determined by the Lieutenant – Administration. All Renovations and Repairs shall be completed within 120 days of the approval of the Lease by the Office of the State Comptroller.

44b. In the event the Landlord refuses or fails to make the required Renovations, Repairs or provide services for which it is responsible within the 120 day time period the Tenant, upon reasonable Notice to the Landlord, may at its sole option make or have made said

Renovations, Repairs or provide services and exercise the SET OFF adjustments as set forth and contained in paragraph 16 of the Lease.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed in counterparts the day and year first written above.

**Landlord Certification**

I certify that all information provided to the Tenant with respect to State Finance Law §139-k is complete, true and accurate.

BY \_\_\_\_\_

DATE \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF NEW YORK)

COUNTY OF \_\_\_\_\_) ss:

On this \_\_\_\_ day of \_\_\_\_\_ 2015, before me came \_\_\_\_\_ to me known and known to me to be the person described in and who executed the forgoing instrument on behalf of the \_\_\_\_\_, and he acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

**Agency Certification:**

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

Superintendent of State Police

BY \_\_\_\_\_  
Lt. Colonel Terence P. O'Mara  
Assistant Deputy Superintendent - Administration

DATE \_\_\_\_\_

Approved as to form:  
Eric T. Schneiderman  
Attorney General

Approved  
THOMAS P. DINAPOLI

BY \_\_\_\_\_  
Assistant Attorney General

BY \_\_\_\_\_  
STATE COMPTROLLER NO.