

Johnson Property Management LLC.

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Lease 88 Front Street

This Lease, dated March 29, 2023 between Johnson Property Management LLC, PO Box 90, Hagaman, NY 12086 hereinafter referred to as the Landlord, and Bruce Rose Jr. and Jennifer Rose DBA Rose's Repeats Herein after referred to as the Tenant,

WITNESSETH: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord the term and upon the rentals hereinafter specified, the premises described as follows, situated in the Village of Ballston Spa County of Saratoga and State of New York:

PREMISES: Storefront located at: **88 Front Street, Ballston Spa, New York 12020**

TERM: The term of this demise shall be for (3) years beginning June 1, 2023 and ending May 31 , 2026.

RENT: the rent for the demised term shall be:

Year 1: Nine Hundred Seventy-Five Dollars (\$975.00) per month (June 1, 2023 and ending May 31, 2024)

Year 2: One Thousand Fifty Dollars (\$1050.00) per month (June 1, 2024 and ending May 31, 2025)

Year 2: One Thousand One Hundred Dollars (\$1100.00) per month (June 1, 2025 and ending May 31, 2026)

LEASE EXTENSION: Provided Tenant is not in default of any of the terms and conditions of this lease, Tenant shall have the option to renew this Lease for one (1) additional term of two (2) years upon the same terms and conditions of this Lease with annual rent increases. With each additional renewal term the rent shall be renegotiated no less than ninety (90) days prior to the termination of said lease. Tenant shall provide written notice to the Landlord of its intension to exercise its option to renew no later than ninety (90) days prior to the expiration of the base term (or applicable extension) of the lease.

PAYMENT OF RENT: the said rent is to be payable monthly in advance on the first day of the each calendar month for the term hereof. All rental checks are to be made payable to: **Johnson Property Management LLC.** and mailed to, PO Box 90, Hagaman, NY 12086. **Payment can also be made via VENMO.com to @Chris-Johnson-1662**

Rent is considered late if paid after the fifth business day of each month. Late rents will be assessed a late charge of twenty five **(\$25.00) dollars and (\$5.00) a day** thereafter. Tenant shall be considered in default if rent and accompanying late fee are not paid by the twentieth (20th) of the month.

THE ABOVE LETTING IS UPON THE FOLLOWING CONDITIONS:

First - The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in the Lease contained, shall and may peaceable and quietly have, hold and enjoy the demised premises for the term aforesaid.

Second. - The Tenant covenants and agrees to use the demised premises as a **Retail Boutique Space.** And agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed heron.

Third - If Tenant defaults in the payment of rent or any of the other covenants or conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any such default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it can not be completely cured within such period, if Tenant does commence such curing within thirty (30) days and thereafter proceed with reasonable diligence and in good faith cure such default), then Landlord may terminate this lease on not less than thirty (30) days notice to Tenant. In the event of termination of such demise Tenant agrees to

pay any and all attorney and or court fees pertaining to termination of said demise. On the date specified in such notice the term of this lease shall terminate, and Tenant shall then quit and surrender the premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and their effects.

Fourth - the Tenant shall not sub-let the demised premises, or any portion thereof, nor shall this lease be assigned by the Tenant without the prior written consent of the Landlord endorsed heron.

Fifth - The Tenant has examined the demised premises and accepts them in their present condition (except as otherwise expressly provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of the said premises. *The Tenant shall keep the demised premises in good condition, repair and good appearance.* The Tenant shall quit and surrender the premises at the end of the demised term in as good condition as the reasonable use thereof will permit. The Tenant shall not make any alterations, additions or improvements to said premises without the prior written consent of the Landlord. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease, without compensation to the Tenant. The Tenant further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter. If this lease covers premises, all or a part of which are on the ground floor, the Tenant further agrees to keep the sidewalks in front of such ground floor portion of the demised premises clean and free of obstructions. ***Tenant will be responsible for snow removal on walkways and sidewalks on the Front Street Side. Landlord is responsible for snow removal on the Washington Street side of property.***

Sixth - In the event that any mechanics' lien is filed against the premises as a result of alterations, additions or improvements made by the Tenant, the Landlord, at its option, after thirty days' notice to the Tenant, may terminate this lease and may pay the said lien, without inquiring into the valid thereof, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging the said lien, as additional rent hereunder.

Seventh - The Tenant agrees to replace at the Tenant's expense any and all glass which may become broken in and on the demised premises as a result of Tenant related activity.

Eighth - The Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises or the property of which the premises are on part, or for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for the losses of or damage to property, or injuries to persons occurring in or about the demised premises caused by the Tenant or Tenants customers. Tenant shall have Insurance on demised premises at all times Policies covering but not limited to Liability, Fire Legal, Glass and Contents, policies to list **Johnson Property Management LLC**; as other insured.

Ninth - Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for as follows: garbage removal by Landlord, water by the Landlord; heat by the Tenant; electricity by the Tenant; hot water by the Tenant; refrigeration by the Tenant; air conditioning by the Tenant. Tenant shall also maintain all but not limited to units listed above.

The Landlord shall not be liable for any interruption of the above services for any reason.

Tenth - The Landlord, or its agents shall have the right to enter the demised premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligations, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and put upon the premises a suitable "For Sale" sign. For three months prior to the expiration of the demised term, the Landlord, or its agents, may similarly exhibit the premises to prospective tenants, and may place the usual "To Let" signs thereon.

Eleventh - In the event of the destruction of the demised premises or the building containing the said premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to the render the premises wholly uninhabitable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within ninety days from the happening of such injury, then and in such case the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender said premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time as such surrender, in which event the Landlord may re-enter and re-possess the premises thus discharged from this lease and may remove all parties

thereof. Should the demised premises be rendered uninhabitable and unfit for occupancy, but yet be repairable within ninety days from the happening of said injury. If the injury to the premises is found to be negligence by the Tenant. Tenant will then reimburse Landlord for necessary repairs. Landlord may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. Except at which time the tenant is found negligent the Tenant will continue to pay all rents. But if the premises shall be so slightly injured as not to be rendered uninhabitable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness and in that case the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire or other damage to the premises.

Twelfth - The tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the demised premises. The Tenant agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will obstruct or interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums of the improvements or contents thereof as additional rent.

Thirteenth - No sign or advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such a manner, and of such size, design and color as shall be approved in advance in writing by the Landlord. And Landlord's approval shall not be unreasonably withheld. Current signs are approved by landlord:

Sign size and design to be determined.

Fourteenth - This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

Fifteenth- In the event of the sale by the Landlord of the demised premises, or the property of which said premises are a part, the purchaser will honor the terms of lease.

Sixteenth - The rules and regulations regarding the demised premises, affixed to this lease, if any, as well as any other and further reasonable rules and regulations which shall be made by the Landlord, shall be observed by the Tenant and by the Tenant's employees, agents and customers. The Landlord reserves the right to rescind any presently existing rules applicable to the demised premises, and to make such other and further reasonable rules and regulations as, in its judgment, may from time to time be desirable for the safety, care and cleanliness of the premises, and further the preservation of good order therein, which rules, when so made and notice thereof given to the Tenant, shall have the same force and effect as if originally made a part of this lease. Such other and further rules shall not, however, be inconsistent with the proper and rightful enjoyment by the Tenant of the demised premises.

Seventeenth - In case of violation by the Tenant of any of the covenants, agreements and conditions of this lease, or of the rules and regulations now or hereafter to be reasonably established by the Landlord, and upon failure to discontinue such violation within ten days after notice thereof given to the Tenant, this lease shall thenceforth, at the option of the Landlord, become null and void, and the Landlord may re-enter without further notice or demand. The rent in such case shall become due, be apportioned and paid on and up to the day of such re-entry, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the Landlord shall exercise its option under this paragraph to operate or defeat the right of the Landlord to declare this lease null and void and to re-enter upon the demised premises after the said breach or violation.

Eighteenth - All notices and demands, legal or otherwise, incidental to this lease, or the occupation of the demised premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by registered mail, addressed to the Tenant at the demised premises, or to leave a copy thereof with a person of suitable age found on the premises, or to post a copy thereof upon the door to said premises. Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to the Landlord at the place hereinbefore designated for the payment of the rent, or to such party or place as the Landlord may from time to time designate in writing.

Nineteenth - It is further agreed that if at any time during the term of this lease the Tenant shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the Tenant, then the Landlord may, at its option, terminate this lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant, or the Tenant's legal representatives.

Twentieth - In the event that the Tenant shall remain in the demised premises after the expiration of the term of this lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this lease. The Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenants provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof, and in that event the tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the demised term.

Twenty-first - If the property or any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

Twenty-second - The Tenant has this day deposited with the Landlord the sum of **Eight Hundred Dollars (\$800.00)** as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to the lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and it is agreed the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord. The security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord. Which consent shall not be unreasonably withheld.

Twenty-third - Any dispute arising under this lease shall be settled by arbitration. Then Landlord and Tenant shall each choose an arbitrator, and the two arbitrators thus chosen shall select a third arbitrator. The findings and award of the three arbitrators thus chosen shall be final and binding on the parties hereto.

Twenty-fourth - No rights are to be conferred upon the Tenant until this lease has been signed by the Landlord, and an executed copy of the lease has been delivered to the Tenant.

Twenty-fifth - The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law.

Twenty-sixth - All of the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. However, in the event of the death of the Tenant, if an individual, the Landlord may, at its option, terminate this lease by notifying the executor or administrator of the Tenant at the demised premises, unless the Tenant's surviving spouse agrees to assume lease and then Landlord shall not terminate lease.

Twenty-seventh - This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no-way be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

Twenty-eighth - Garbage Removal: Tenant will utilize existing shared dumpster behind the building for generated refuse and recyclables at no additional rent. No furniture, equipment, building materials or household refuse may be disposed of in this dumpster. All waste boxes will be flattened by Tenant prior to placement in dumpster. Tenant will utilize recycling containers also located with the shared dumpster for all items listed on recycling containers. In the event that the volume of refuse produced by your business requires a larger dumpster, additional charges or a separate dumpster for refuse removal will be at tenants expense.

Twenty-ninth - This instrument may not be changed orally.

IN WITNESS WHEREOF, the said Parties have hereunto set their hands and seals the day and year first above written.

Johnson Property Management LLC. Date

Rose's Repeats.

By: Bruce Rose Jr. Date

By: Jennifer Rose Date