

# NEW YORK COMMERCIAL LEASE ADDENDUM

The undersigned agrees to observe the following rules and any modifications to same, which are part of the lease attached hereto:

1. Late charges of \$5.00 per day will be added to the rent for rental payments made after the 5<sup>th</sup> of the month. All late payments of rent paid after the 5<sup>th</sup> shall be back charged to the second day of the month.
2. For the duration of the lease, tenant, at its expense, shall insure landlord, landlord's agents and itself against liability for injury to persons in connection with the entire premises with a comprehensive general public liability insurance with limits of at least \$300,000 with respect to injury or death of any one person an \$1,000,000 with respect to any one accident, disaster or occurrence and \$100,000 with respect to property damage. Tenant shall deposit the original policy with evidence of premium payment with Landlord prior to the commencement date of the term of the lease. Proof of renewal or replacement shall be given by tenant to landlord at least thirty (30) days prior to expiration of any policy.

Landlord may, at his option, procure the said insurance and charge the expense thereof to the tenant as additional rent to become due and payable on demand. Landlord to be named as additional insured on tenant's policy.

3. Electrical work is to be done only by \_\_\_\_\_ and heating work is to be done only by \_\_\_\_\_. Tenant shall notify the landlord of any work to be done and shall have the right to obtain competitive bids by all licensed electrician or plumber to see which is the most reasonable and competent, with the approval of both parties. Tenant to pay for all electric, plumbing and heating repairs
4. Tenants are accepting the leased premises in an "as is" condition.
5. Tenant is to maintain and replace all lighting fixtures. Tenant is to pay for the repair of all plumbing stoppages.
6. Smoking is not permitted on the leased premises.
7. Option to renew. Provided that tenant is not in default in the performance of this lease, tenant shall have the option to renew the lease for an additional term of one year commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ \_\_\_\_\_. The option shall be

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exercised by written notice given to landlord not less than sixty (60) days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

8. Tenant shall pay for and obtain a certificate occupancy.

9. Landlord will pay all real estate taxes and special assessments charged against the premises. Tenant shall pay as additional rent to the landlord 50 percent of any tax increases levied against the premises over the base year of \_\_\_\_\_.

10. Hazardous substances. Tenant shall not cause or permit any hazardous substance to be used, stored, generated or disposed of on the premises. If hazardous substances are used, stored, generated or disposed of on or in the premises, or if the premises becomes contaminated in any manner for which tenant is legally liable, tenant shall indemnify, defend and hold harmless the landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the premises and any and all sums paid for settlement of claims, attorney's, consultant and expert fees) arising during or after the lease term and arising as result of such contamination by tenant. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. In addition, if tenant causes or permits the presence of any hazardous substance on the premises and this results in contamination, tenant shall promptly, at his sole expense, take any and all necessary actions to return the premises to the condition existing before the presence of any such hazardous substance on the premises, provided, however, that tenant shall first obtain landlord's approval for any such remedial action. As used herein, "hazardous substance" means any substance which is toxic, ignitable, reactive or corrosive and which is regulated by any local government, the State of New York or the United States government. "Hazardous substance" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance", pursuant to state, federal or local government law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorinated biphenyls ("PCBs") and petroleum.

11. Tenant covenants and agrees that all alterations and/or improvements to the premises made by tenant shall comply with the Americans With Disabilities Act. Notwithstanding anything else contained in this lease, landlord at landlord's expense, shall be responsible for and agrees to comply with all obligations under the ADA which imposes any duty upon landlord or tenant with respect to the use, occupancy or alteration of the leased premises, building or project.

12. Landlord shall permit tenant to erect at no additional cost, a satellite dish on the roof of the building subject to compliance with all laws, codes, ordinances and regulations and subject to the location and manner of construction of the dish being approved by landlord and satisfactory to tenant. The diameter of the satellite dish will not exceed 18 inches. Landlord and tenant agree that the satellite dish shall remain the personal property of tenant and shall not become a fixture. All costs of erecting, maintaining, insuring and removing the dish, as well as repairs or restoration to the site of installation

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shall be the sole responsibility of tenant. Tenant will be responsible for all damages caused by such erection, maintenance or removal.

13. In case of any conflict between the provisions of this Lease Addendum and any other provision of the lease, the provisions of this Lease Addendum shall govern.

\_\_\_\_\_/ /  
Landlord Date

\_\_\_\_\_/ /  
Tenant Date

\_\_\_\_\_/ /  
Tenant Date

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