



Village of Ballston Spa

Planning Board

66 FRONT STREET

Ballston Spa, NY 12020

518-885-5711

[For Office Use]

(Application #)

(Date Received)

Application for:
SITE PLAN REVIEW

★★ Application Checklist – All submissions must include completed application checklist and all required items. ★★

Project Name: Application for Change of USE
 Property Address/Location: 154 Milton Ave Ballston Spa N.Y. 12020
 Tax Parcel # 216.24-2-38 Zoning District CBD
 (For example: 165.52-4-37)

Narrative Summary of Project (use attachment): See ATTACHMENT

Date special use permit granted (if any): N/A

Date zoning variance granted (if any): N/A

Is property located within (check all that apply): ☐ Historic District

☒ 500' of a Village boundary, or County/State Highway

Applicant(s)**

Owner(s) [if not applicant]

Attorney/Agent

Name Louise McAndrew

TK Property Mgmt LLC

Address 17 Farmington Ave

2 Meadowbrook Ln

Gansevoort, NY 12831

Charlton NY 12019

Phone 518-791-2347

518 488 9998

Email Weezie7849@hotmail.com TK Property Management 1

@gmail.com

Identify primary contact person (check one):

☒ Applicant

☐ Owner

☐ Agent

★★ An applicant must be the property owner, lessee, or one with an option to lease or purchase the property in question.

Application Fee: A check payable to "Village of Ballston Spa" **MUST** accompany this application.

Fees noted on Village website at www.villageofballstonspa.org - *Rates and Forms Municipal*

NOTE: In accordance with the Village Code – *Chapter 178, Article III, Section 178-8*, the Village may elect to use expert consultation in reviewing this application. In such an event, an estimate of those initial fees will be provided before the review proceeds and the applicant must post those funds in escrow with the Village Clerk. If the estimated fees are expended before the review is complete, the escrow must be replenished before review can continue.

Submission Deadline: All required documents must be provided *2 weeks in advance* of the meeting.
See Village website for meeting dates. www.villageofballstonspa.org

Does any Village officer, employee or family member thereof have a financial interest (as defined by General Municipal Law Section 809) in this application? ☐ Yes ☒ No

If yes, a statement disclosing the name, residence, nature, and extent of this interest must be filed with this application.

I, the undersigned owner, lessee, or purchaser under contract for the property, hereby request a Site Plan Review by the Village of Ballston Spa Planning Board for the identified property above. I agree to meet all the requirements under Village zoning codes.

Furthermore, I hereby authorize members of the Village of Ballston Spa Planning Board and designated Village staff to enter the property associated with this application for purposes of conducting any necessary site inspections relating to this application.

Applicant Signature: Lorin McCann Date: 8/26/25

If applicant is not current owner, owner must also sign below.

Owner Signature: [Signature] Date: 9/2/2025

Project Narrative



Sew Something Creative
Owner Louise McAndrew.
Thrift Fabric And Fiber Arts

August 16, 2025
154 Milton Ave – (Location of commercial Rental)
Ballston Spa, NY 12020
518-791-2347

To Whom It May Concern,

My Name is Louise McAndrew owner of Sew Something Creative. I have been sewing for over 60 years. Since my early 20's I started selling my handmade products at craft shows. I have also been teaching sewing lessons through Adirondack Community College Adult night classes locally for over 4 years.

Several years ago, as I was going through my "Stash" of fabrics, I realized I had so much I could open a store. I put it on the back burner at the time but in January I started to look into the probability of the success of such a store here locally. Then Joann Fabrics Stores went out of business. This spring into this summer I took my fabrics to local craft shows, and the response was absolutely beyond positive.

I love the location of Ballston Spa for my store as its local businesses fit right in with my concept, lots of great restaurants, and it's easy for people to find and the parking is great. The best part is that I am not another thrift store I will be filling a specific niche, and I believe there are plenty of customers looking to shop in a store like mine. The concept of a fabric thrift store is not new but there are not many in this area.

Another fantastic aspect of thrift shopping in any form is the fact that we are reusing and repurposing rather than throwing away usable items. Fabric is being wasted by the tons yearly. If I can just be that one venue for people to bring in their usable fabric, notions, and yarn it's a small dent in that waste. I want to keep usable fabric, yarn, and notions out of landfills, and fuel the imagination of adults and children along the way.

I have enclosed a brochure which explains in more detail my business. I hope you will grant me a sales permit for this location. I have no plans to change the building in any way, its perfect as is. Thank You for your time and consideration in this matter.

Thank You,

Louise McAndrew

VILLAGE OF BALLSTON SPA
APPLICATION FOR CHANGE OF USE, TENANCY OR INTENSITY

Applicant Louise McAndrew Phone 518-791-2347
Address 17 Farmington Ave City Cornwall State N.Y. Zip 12831
Property Owner (if different) TK Property Management LLC. Phone 518-791-2347 518-498-8998
Address 2 Meadowbrook Lane City Charlton State N.Y. Zip 12019
Applicant Email Weezie7849@hotmail.com Owner Email tkpropertymanagement1@gmail.com

Architect/Engineer _____ Phone _____
Address _____ City _____ State _____ Zip _____
Professional License Number _____
Contractor/Builder _____ State _____
Address _____ City _____ Phone _____
State _____ Zip _____

Name of Current/Last to Occupy Space Insurance office

Zoning District CBD Tax Map # 216.24+2-38
Construction Location 154 MILTON AVE

Name of New Use: Sew Something Creative
Detail Description of New Use: Thrift store selling fabric, yarn + notions
as well as, sewing, knitting + crocheting lessons.
List complete change to current building systems:

Plumbing: NONE
HVAC: NONE
Electric: NONE
Construction/Building Changes: NONE

Description of Work: NONE work being proposed
Changing use from ins office to Retail.

Cost of Project 0

AFFIDAVIT: I swear to the best of my knowledge and belief the statements made in this application, together with the plans and specifications submitted, are a true and complete statement of all proposed work to be done on the described premises, and that all provisions of the International Building Codes and chapter 205 of the Village of Ballston Spa zoning rules, and all other laws pertaining to the proposed work shall be complied with, whether specified or not, and that such work is authorized by the owner. Evidence of false statements in the application for this permit will be cause for revocation of permit.

OWNERS SIGNATURE Louise McAndrew DATE 8/27/25

Permit Granted Date _____ Permit Fee (non-refundable) _____ Signed _____
Permit # _____ Issued _____ Expires _____
Permit Denied Date _____ Signed _____

Reason For Denial _____ Referred to Zoning Board ☐ Referred to Planning Board ☐
Variance/Special Permit # _____ Date _____

New York State Department of Taxation and Finance

Certificate of Authority

Identification number

TF-2223956

(Use this number on all returns and correspondence)



VALIDATED

2/13/2021

**Dept of Tax
and Finance**

LOUISE MCANDREW
SEWSOMETHINGCREATIVE
17 FARMINGTON AVE
GANSEVOORT NY 12831-1800

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

4020109100098

1DB8 - 0470635 P0001982 - 01

DTF-17-A (11/14)

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information							
Name of Action or Project: Application for Change of Use							
Project Location (describe, and attach a location map): 154 Milton Ave, Ballston Spa 12020							
Brief Description of Proposed Action: Change the use of the space from office to retail.							
Name of Applicant or Sponsor: Louise McAndrew		Telephone: 518-791-2347					
Address: 17 Farmington Ave		E-Mail: Weezie7849@hotmail.com					
City/PO: Gansevoort		State: N.Y	Zip Code: 12831				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 2px;">NO</td> <td style="text-align: center; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 2px;">☒</td> <td style="text-align: center; padding: 2px;">☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 2px;">NO</td> <td style="text-align: center; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 2px;">☒</td> <td style="text-align: center; padding: 2px;">☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres							
4. Check all land uses that occur on, are adjoining or near the proposed action: ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☒ Other(Specify): Retail ☐ Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	☒	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☒	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☒	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☐	☒	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	☒	☐	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____ _____	NO	YES
	☒	☐
	☒	☐
	☒	☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Louise McAndrew</u> Date: <u>8/27/25</u> Signature: <u>Louise McAndrew</u> Title: <u>Owner of Business</u>		



STATE OF NEW YORK } SS:
SARATOGA COUNTY CLERK'S OFFICE }

I, CRAIG A. HAYNER, County Clerk of the said County, and also Clerk of the Supreme and County Courts of said State for said County, do hereby CERTIFY that I have compared this copy with the original/official

DESCRIPTION: DBA

DATE: 03/20/2025

INSTRUMENT#: 2025007855

of pages 7 filed, recorded, or filed and entered in this office and that the same is a correct transcript thereof and of the whole of said original/official record.

IN TESTIMONY WHEREOF, I have hereunto set my name, and affixed the Seal of said County, at Ballston Spa, this 20th day of March 2025

Craig A. Hayner
Saratoga County Clerk

By: Armm





OFFICE OF THE COUNTY CLERK

CRAIG A. HAYNER, COUNTY CLERK



2025007855
03/20/2025 04:13:38 PM
1 Pages FILED
DBA
Saratoga County Clerk

40 MC MASTER ST, BALLSTON SPA, NY 12020

CERTIFICATE OF CONDUCTING BUSINESS UNDER ASSUMED NAME

I/WE HEREBY CERTIFY that I/WE intend to conduct or transact business under the name or designation of:

Business Name: Sew Something Creative
Business Address: 17 Farmington Ave Gansevoort NY 12831 Saratoga
(Street Address) (City) (State) (Zip Code) (County)

I/WE certify that our name(s) and full address(es) are as follows, and that I/WE are all eighteen years of age or older (or, if less than eighteen, state age next to name).

Louise McAndrew
Name

17 Farmington Ave
Gansevoort, N.Y. 12831
Address

I/WE FURTHER CERTIFY that I am/We are the successor in interest to: _____ or No One ☒
Name of previous business owner

The person or persons heretofore using such name or names to carry on or conduct or transact business.

IN WITNESS WHEREOF, I/WE have signed this certificate on 3/20/2025

Louise McAndrew
Signature

Louise McAndrew
Signature

Signature

STATE OF NEW YORK
COUNTY OF SARATOGA

On 3/20/25 before me, the undersigned personally appeared
(Date)

Louise M. McAndrew
(Name)

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Anne Marie Mikucki
Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:

PHONE (A/C, No. Ext): (888) 202-3007

FAX (A/C, No.):

E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hiscox Insurance Company Inc

10200

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:****INSURED**

Louise McAndrew DBA Sew Something Creative
154 Milton Ave
Ballston Spa, NY 12020

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		P105.353.147.1	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 300,000 GENERAL AGGREGATE \$ 300,000 PRODUCTS - COMP/OP AGG \$ 300,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LEASE AGREEMENT

This Agreement executed on 08/17/25, 2025 by and between:

The business entity known as TK Property Management LLC of 2 Meadowbrook Lane, Charlton, NY 12019, the Tenant(s) may also use the address for any notice, hereinafter known as the "Landlord",

AND

One (1) entity known as

Louis McAndrew hereinafter known as the "Tenant(s)" agree to the following:

1. **OFFER TO RENT:** The Landlord hereby rents to the Tenant(s), subject to the following terms and conditions of this Agreement, a commercial space with the address of 154 Milton Avenue 1 South, Ballston Spa, New York, 12020 hereinafter known as the "Premises". The Landlord may also use the address for notices sent to the Tenant(s).
2. **PURPOSE:** The Tenant(s) may only use the Premises as a commercial space as a licensed Insurance Agency. Services rendered shall only be ones permitted under NYS Law and applicable certification. Additional services require written approval from the landlord.
3. **FURNISHINGS:** The Premises is not furnished.
4. **APPLIANCES:** The Landlord shall provide the following appliances:

NONE. All other appliances to be provided by the Tenant(s).

5. **LEASE TERM:** This Agreement shall be a fixed-period arrangement beginning on: 8/22/2025 and ending on 9/30/2026 with the Tenant(s) having the option to continue to occupy the Premises under the same terms and conditions of this Agreement under a Month-to-Month arrangement (Tenancy at Will) with either the Landlord or Tenant having the option to cancel the tenancy with at least thirty (30) days' notice or the minimum time-period set by the State, whichever is shorter. For the Tenant to continue under Month-to-Month tenancy at the expiration of the Lease Term, the Landlord must be notified within sixty (60) days before the end of the Lease Term.
6. **RENT:** Tenant(s) shall pay the Landlord in equal monthly installments of \$ 1300.00 (US Dollars) for the lease period hereinafter known as the "Rent". The Rent will be due on the 7th (seventh) of every month commencing on November 1, 2025 and paid via the following instructions: Rent Check may be mailed to: 2 Meadowbrook Lane, Charlton, New York, 12019, placed in drop box on premises, electronic wire, or other mutually agreed upon method.
7. **NON-SUFFICIENT FUNDS (NSF CHECKS):** If the Tenant(s) pays the rent with a check that is not honored due to insufficient funds (NSF) there shall be a fee of \$50.00 (US Dollars).
8. **LATE FEE:** If rent is not paid on the due date, there shall be a late fee assessed by the Landlord in the amount of:
- a. \$100.00 (US Dollars) as a one (1) time fee for each month payment is late after the 2nd Day rent is due.
9. **RESERVED**
10. ~~**PRE-PAYMENT:** The Landlord shall require the Tenant(s), at the execution of this Agreement, to pre-pay rent for the following period:~~
- ~~Tenant(s) is required to pre-pay rent in the amount of \$ _____.00 (US Dollars) for the following dates:~~
- ~~_____~~
11. **PRORATION PERIOD:** The Tenant(s) will move into the Premises before the start of the

Lease Term under the following terms:

The Rent will be prorated on a daily basis starting on August 28, 2025 to the start of the Lease Term hereinafter known as the "Proration Period". For the Tenant(s) to occupy the Premises during the Proration Period a payment of will be required at the execution of this Agreement.

12. SECURITY DEPOSIT: A Security Deposit in the amount of \$ 1300.00 (US Dollars) shall be required by the Tenant(s) at the execution of this Agreement to the Landlord for the faithful performance of all the terms and conditions of this Agreement. In the event of any default by Tenant, the security may be applied by the Landlord at its discretion to the payment, either in whole or in part, of any rent or any additional rent owed by Tenant, to pay any damages Landlord suffers because of Tenant's default on any of the terms and conditions of the Lease Agreement, Landlord's reasonable attorney fees incurred due to the default by Tenant whether an eviction proceeding was commenced or not, other fees, costs, damages or expenses owed by Tenant to Landlord, including but not being limited to damage to the Premises itself, pursuant to this Lease Agreement. If the Landlord uses the security in whole or in part then Tenant, shall, upon notice from Landlord, send to Landlord an amount equal to the amount of the security used by Landlord. That amount security used is due, when billed, as rent. At all times Landlord is to have the amount of security stated above. The failure of the Tenant to pay to Landlord the amount of security used shall be an additional event of default on the terms and conditions of this Lease Agreement.

Landlord will not return the security deposit if Tenant does not occupy the leased Premises for the full term, either original or renewed of this Lease Agreement. In such circumstances said security deposit will be deemed immediately forfeited to the Landlord. In addition to the forfeiture of the security deposit, Landlord will have such additional claims and/or causes of action against the Tenant for unpaid rent including rent for the unexpired term of this Lease Agreement, additional rent, Landlord's reasonable attorney fees, other fees, costs, damages or expenses owed by Tenant to Landlord, including but not being limited to damage to the Premises itself, in accordance with this Lease Agreement.

If Tenant fully performs all terms and conditions of this Lease, pays rent on time, leaves the Commercial space in good condition on the last day of the Term then Landlord will return the security being held in a reasonable time after the Landlord has had the opportunity to fully inspect the Commercial space.

439A3E71-687B-F011-B484-00224822F75A

If Landlord sells or leases the Building to a third party, Landlord may give the security to the third party buyer or lessee and Tenant will be given notice thereof. In that event, Tenant will look only to the third party buyer or lessee for the return of the security and Landlord will be deemed to be released from any further liability therefore by the Tenant.

13. **POSSESSION:** Tenant(s) has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant(s) shall terminate this Agreement at the option of the Tenant(s). Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant(s) cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant(s) along with any other pre-paid rent, fees, including if the Tenant(s) paid a fee during the application process before the execution of this Agreement.

14. **ACCESS:** Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant(s) in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee of \$25 per key. At the end of this Agreement all access provided to the Tenant(s) shall be returned to the Landlord or a fee will be charged to the Tenant(s) or the fee will be subtracted from the Security Deposit.

15. **MOVE-IN INSPECTION:** Before, at the time of the Tenant(s) accepting possession, or shortly thereafter, the Landlord and Tenant(s) shall perform an inspection documenting the present condition of all appliances, fixtures, furniture, and any existing damage within the Premises. By execution of this Lease, the Tenant admits that the Premises has been fully inspected by him/her/they before they took possession and meets with his/her/their approval, that the Tenant accepts the Premises "as is", and that the Landlord has made no promise to decorate, alter, repair, or improve the Premises unless otherwise specified in writing by the Landlord prior to Tenant's obtaining possession of the Premises. Taking possession of the Premises by the Tenant shall be conclusive evidence that the Tenant has received the Premises in good condition as represented to him/her/them.

16. **SUBLETTING:** The Tenant(s) shall not have the right to sub-let the Premises or any part thereof without the prior written consent of the Landlord. If consent is granted by the Landlord, the Tenant(s) will be responsible for all actions and liabilities of the Sublessee including but not limited to: damage to the Premises, non-payment of rent, and any eviction process (In the event of an eviction the Tenant(s) shall be responsible for all of Landlord's reasonable attorney fees, court filing fee(s), representation, and any other fees/costs/disbursements associated with removing the Sublessee). The consent by the Landlord to one sub-let shall not be deemed to be consent to any subsequent subletting.

17. **ABANDONMENT:** If the Tenant(s) vacates or abandons the property for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant(s) vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement. Tenant acknowledges and agrees that the Landlord has the right to deem that Tenant has abandoned the Premises, which allows the Landlord to enter and inspect the Premises, change the locks and secure the Premises, terminate this Agreement immediately and remove all belongings including any personal property off of the Premises, make necessary repairs and re-rent the Premises if any of the following conditions occur without any further notice to Tenant or the obtaining of an Order from a Court of competent jurisdiction:

- (a) Tenant terminates utility service in his/her/their name for the Premises; or
- (b) Tenant turns over the keys to the Premises to the Landlord or the Landlord's representative; or
- (c) Tenant removes all personal property and possessions from the Premises with the exception of items of refuse and/or garbage.

18. **ASSIGNMENT:** Tenant(s) shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.

19. **PARKING:** The Landlord shall provide the Tenant(s) 2 Parking Spaces at the rear of the building via alley way off of Van Buren St. The Landlord shall not charge a fee for any parking provided for the vehicle(s). The Landlord reserves the right to use parking spaces to accumulate snow. During these times, not all parking spaces may be available. The Landlord will make every effort to minimize the impact on parking spaces.

20. **RIGHT OF ENTRY:** The Landlord shall have the right to enter the Premises during normal working hours by providing at least twelve (12) hours' notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice. The Landlord reserves the right to enter the Premises without advance notice to inspect or repair conditions that may lead to imminent damage to the Premises.

21. **SALE OF PROPERTY:** If the Premises is sold, the Tenant(s) is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner shall not have the right to terminate this Agreement and it shall continue under the terms and conditions agreed upon by the Landlord and Tenant(s).

22. **UTILITIES:** The Landlord agrees to pay for the following utilities and services: Snow Removal from parking area and rear door access, Water, residential garbage service, and sewer with all other utilities and services to be the responsibility of the Tenant(s). Tenant shall maintain electrical and natural gas utility account in good standing with the provider. Service interruptions due to non-payment shall be reported to landlord immediately. Tenant is responsible for snow and ice removal from public access doors.

23. MAINTENANCE, REPAIRS, OR ALTERATIONS: The Tenant(s) shall, at their own expense and at all times, maintain Premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant(s) may not make any alterations to the leased Premises without the prior consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building, except if such repairs arose from any act, omission or neglect of Tenant, Tenant's employees, agents, contractors, visitors and/or invitees. If the Premises includes a Landlord supplied washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant(s) moves into the Premises. After the initial placement of the fresh batteries, it is the responsibility of the Tenant(s) to replace batteries when needed. The Tenant(s) are responsible for maintaining the entryways to all premise doors free of ice and snow. All interior light bulbs shall be maintained by the tenant(s).

24. REMOVED

25. PETS: The Tenant(s) **SHALL NOT BE ALLOWED** to have pets on the Premises or common areas except those that are necessary for individuals with disabilities.

26. NOISE/WASTE: The Tenant(s) agrees not to commit waste on the Premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the Premises to be used, in an unlawful manner. The Tenant(s) further agrees to abide by any and all local, county, and State noise ordinances.

27. SMOKING POLICY: Smoking within the Premises is prohibited. Smoking outside the Premises is permitted, but no closer than 25 Feet from the doorway to the Premises. Cigarette/cigar butts shall be placed in appropriate containers as furnished and maintained by the Tenant(s).

28. REMOVED

29. COMPLIANCE WITH LAW: The Tenant(s) agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the Premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the

Tenant(s), the Landlord, or both.

30. DEFAULT:

A. The following are defaults under this Agreement.

- 1.) Failure to pay rent or added rent on time; or
- 2.) Improper assignment of this Agreement, improper subletting of all or part of the premises, or allowing another who is not a signatory to this Agreement to use or occupy the premises without the prior written consent of the Landlord; or
- 3.) Improper conduct by Tenant or any other occupant of the premises; or
- 4.) Any conduct by Tenant or any other occupant of the premises which disturbs the quiet use and enjoyment of the premises by other tenants of the Landlord or the neighborhood where the premises is located; or
- 5.) Tenant(s), their guests, or any other occupant violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs;
- (c) Tenant(s) abandons the Premises; or
- 6.) Tenant(s) gives incorrect or false information in the rental application and/or as otherwise provided to Landlord; or
- 7.) Tenant(s), or any other occupant is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; or
- 8.) Any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant(s), guests, or Occupant(s) while on the Premises; or
- 9.) Failure to fully perform any other term in the Agreement; or
- 10.) As otherwise allowed by law.

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B. If any default be made in the payment of rent or any part thereof as specified in this Agreement, or if default be made in the performance of any term or covenant contained herein, and Landlord shall serve a Notice in writing upon Tenant, either personally, by hand delivery to the premises and affixed to the door, or by first class regular mail addressed to Tenant at the leased premises or by certified mail return receipt requested addressed to Tenant at the leased premises, of the failure of Tenant or any other occupant of the premises to observe and perform a term or covenant of this Agreement giving the Tenant three (3) days after such Notice is served upon Tenant as aforesaid to cure such default or defaults, and in the event that said default or defaults are not cured within said three (3) day time period then the term of this Agreement shall immediately cease and expire, and Tenant shall forthwith vacate the leased premises and surrender same to Landlord. If Tenant fails to vacate the leased premises and surrender same to Landlord then Landlord can immediately commence a summary proceeding to evict Tenant as a holdover tenant or on such other grounds as may be available to Landlord under Article 7 of the Real Property Actions and Proceedings Law. In such a summary proceeding and/or litigation Landlord shall be entitled to recover of Tenant any and all rent, additional rent, damages, reasonable attorney fees, costs and disbursements which may be owed.

C. If this Agreement is ended, if Tenant vacates the premises before the expiration of the Term, or Landlord takes back the premises, rent and added rent for the unexpired term as well as any other damages or charges owed by Tenant becomes immediately due and payable. Landlord may re-rent the premises for any term. Landlord may re-rent for a lower rent and give allowances to the new tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. All said broker's fees, attorney's fees, advertising and preparation for renting, costs, disbursements and charges shall be collectible as additional rent in the event of a summary proceeding or other litigation.

31. ATTORNEY FEES: If any default occurs on any of the terms and conditions of this Agreement, or this Agreement is ended and the Tenant fails to leave the premises immediately, the Landlord will have the right to immediately engage an attorney or attorneys to take such action as may be necessary to enforce the Landlord's rights under this Agreement, including, but not being limited to, commencing a Summary Proceeding pursuant to Article 7 of the Real Property Actions and Proceedings Law, and Tenant agrees to be liable for all of Landlord's reasonable attorney fees, costs and disbursements arising out of said default and/or proceeding. All said fees, costs, disbursements and charges shall be collectible as additional rent in the event of a summary proceeding or any other litigation in state or federal court.

32. RESERVED

33. DISPUTES: If a dispute arises during or after the term of this Agreement between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

34. SEVERABILITY: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

35. SURRENDER OF PREMISES: The Tenant(s) has surrendered the Premises when (a) the move-out date has passed and no persons are occupying the Premises within the Landlord's reasonable judgment; or (b) Access to the Premises have been turned into Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant(s) shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

36. RETALIATION: The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.