# LEASE AGREEMENT -AIRPORT

Premises – RACYNC26, LLC

This **LEASE AGREEMENT – AIRPORT** (the "Agreement") is made as of October _, 2026, ("Effective Date") by and between:

**COUNTY OF SARATOGA**, a municipal corporation duly organized under the laws of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York, 12020 ("County"),

-and-

**RACYNC26, LLC**, a domestic limited liability company organized under the laws of the State of New York, with an address at 1258 Central Avenue, Albany, NY 12205 ("Tenant").

## RECITALS:

**WHEREAS,** the County owns and operates the Saratoga County Airport located at 405 Greenfield Avenue, Ballston Spa, New York 12020 (the "Airport"); and

**WHEREAS,** the County has constructed a new Fixed-Base Operator Terminal Building ("Terminal Building") which includes a rental car office space of approximately 125 square feet, a heated car wash/cleaning bay and reserved parking for rental cars adjacent to the Terminal Building (collectively, the "Premises"); and

**WHEREAS,** the County, as authorized under New York State General Municipal Law § 352, desires to lease the Premises to Tenant, and Tenant desires to lease the same from the County, for the purpose of operating a rental car services business at the Airport for Airport clients, customers, passengers, and the general public, under the terms and conditions set forth herein; and

**WHEREAS,** the requirements of New York State General Municipal Law § 352(5) have been satisfied, including the holding of a public hearing on October 14, 2026, after due public notice, and issuance of Resolution ___-2026 authorizing the County to enter into a lease with Tenant; and

**NOW, THEREFORE,** in consideration of the foregoing recitals which are fully incorporated herein, the performance of the mutual covenants and agreements contained herein, the payment of rent and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged by the parties who further agree as follows:

DRAFT

## 1. PREMISES, USE AND ACCESS

A. The County hereby leases to Tenant, and Tenant hereby leases from the County, the Premises at the Airport as more fully detailed in **Exhibit A** attached hereto. Not depicted on Exhibit A is the reserved parking for rental car use because such parking will be as mutually agreed and coordinated between Tenant and County based on seasonal demands of Tenant's business. County will provide non-permanent roped and/or traffic-cone· reserved parking in coordination with Tenant. Permanently-marked reserved parking for Tenant's rental cars may be provided in future as Tenant and County may agree in writing.

B. Tenant's use of and access to the Premises, as well as any use of common areas or other portions of the Airport, shall be subject to and governed by the rules and regulations set forth in **Exhibit B – Airport Premises – Tenant Rules and Regulations,** attached hereto as same may be amended from time to time at County's sole discretion. Whenever the terms of this Agreement and Exhibit B (now or as hereafter amended) may conflict, the provisions of this Agreement will prevail solely as to resolve the conflict.

C. Common Areas in the Airport include but are not limited to restrooms, elevators, stairs, hallways, lobbies, parking lots, courtyards, walkways, and all other common areas of the Terminal Building. Common areas are for the joint use of Tenant and the other tenants of the Terminal Building. Tenant and its officers, employees, agents, and invitees will use such Common Areas in a reasonable, orderly, safe, and sanitary manner, in cooperation with all other tenants and their officers, employees, agents, and invitees.

D. Tenant will not at any time use or occupy the Premises or the Airport in violation of the certificate of occupancy issued for the Terminal and Airport spaces, or in violation of applicable building, fire, health, or safety codes or regulations, and shall comply with authorities having jurisdiction relating to Tenant's use and occupancy of the Premises.

E. Tenant shall also conduct its operations on the Premises in a manner that does not interfere with or disrupt Airport operations or the County's obligations under applicable Federal Aviation Administration grant assurances.

F. Exterior and interior signage for Tenant's rental car services business will be provided by the County at County's expense and shall conform to the County's signage standards for the Airport, including those related to uniformity, aesthetics, and safety. Any additional signage requested by Tenant shall be at Tenant's sole expense and subject to the County's prior written approval as to design, content, location, and method of installation, all of which shall be determined in the County's sole discretion.

DRAFT

G. Notwithstanding the terms of this Agreement to the contrary:

1) The County shall have the unilateral right and authority to amend, change, or alter provisions of this Agreement due to a requirement or condition imposed upon the County as landlord, due to County's acceptance of federal and/or state funds to develop the Airport, or any future rule or regulation imposed by the Federal Aviation Administration, New York State Department of Transportation, New York State Department of Environmental Conservation, Board of Fire Underwriters, and any other governmental authority having jurisdiction over the conduct or operations at the Airport, or due to amendments or changes to the Airport's published Minimum Standards, provided such amendments or changes were pursuant to the above-mentioned requirement or condition imposed upon the county by such governmental authorities.

2) The County shall have the right during time of war or national emergency to lease the Airport, or any part thereof, to the United States Government for military use and if any such lease is executed, the provisions of this lease Agreement, insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended, and there shall be a corresponding abatement or suspension of rents and fees hereunder.

3) The County retains the sole and absolute right to develop, improve, expand or otherwise modify the Airport as it sees fit or necessary, regardless of Tenant's desires or views and without any interference or hindrance by the Tenant.

**2. TERM**

A. The term of this Agreement shall commence on November 1, 2026, and continue until October 31, 2031 ("Term"), unless sooner terminated as provided herein.

B. If Tenant holds over and continues in possession of the Premises after expiration or termination of the Term of this Lease, Tenant will be deemed to be occupying the Premises on the basis of a month-to-month tenancy, subject to all of the terms and conditions of this Agreement and subject to holdover rent, which shall be double the then-current rent as provided in New York Real Property Law § 229.

**3. RENT**

A. **Annual Rent:** Tenant shall pay to the County an annual rent in the amount of $5,700 for the Term, payable as $475 per month.



DRAFT

B. **Payment Method:** All rent payments shall be made by check payable to "Saratoga County Treasurer" or by such other method acceptable to the County. Tenant agrees to pay the amounts due under this Agreement without previous demand therefore and without any rights to set-off, counterclaim, or deduction against amounts due to County. Where and when warranted such as termination or holding over, monthly rent amounts may be pro-rated.

C. **Late Payments:** Payments not received by the County by the 15th of each month shall be considered to be in default. The County may charge interest on the unpaid amounts at a rate of one-percent (1%) per month (or the maximum rate permitted by law), until paid in full.

## 4. TENANT'S OPERATIONS ON PREMISES

A. Tenant shall use the Premises solely for the operation of a rental car services business, and for no other purpose without the prior written consent of the County.

B. Tenant shall be the non-exclusive provider of rental car services at the Airport for the duration of this Agreement. Unless otherwise approved in advance by the County, Tenant shall maintain regular business hours from June through September as follows:

- 10:00 am - 4:00 pm Wednesday through Sunday
- CLOSED - Monday and Tuesday but offering ON CALL rental services.

From October through May, ON CALL rental services only will be provided. For all ON CALL services, an employee of Tenant will deliver rental vehicles to the Airport as scheduled with their customers.

---

## 5. TENANT RESPONSIBILITIES

Tenant shall be solely responsible for the following:

A. Routine cleaning of the rental car office space and counter/service area;

B. Maintenance and repair of any equipment and fixtures;

DRAFT

C. General maintenance of the Premises, fixtures and equipment in good repair and presentable condition and equal appearance to areas surrounding the Premises.

D. Timely and sanitary removal and lawful disposal of all of Tenant's garbage, rubbish, recyclables, and food waste;

E. Handling of all hazardous materials in accordance with Federal, State and local environmental laws and regulations;

F. Obtaining and maintaining, including all costs of, all required health permits, licenses, government approvals, and insurance;

G. Compliance with all applicable Federal, State, and local laws, regulations, and ordinances;

H. All marketing of Tenant's rental car services offerings;

I. Collection and remittance of sales tax on taxable sales as required by law;

J. Provision and maintenance of all cash and credit payment systems, including data and network security and safety for said systems and all onsite cash handling; and

K. Utility charges not otherwise included or covered by the County.

---

**6. UTILITIES & TAXES**

A. The County shall provide utilities at no cost to the Premises for the Tenant's use in providing its services on the Premises, including heat, air conditioning, HVAC, electric, gas, light, water, and sewer. Utilities used by Tenant that are above reasonable historical (once established) use for an extended period may be allocated by the County back to the Tenant as the County determines in its sole discretion.

B. The parties expect that no property taxes or similar assessments will apply to this Agreement or the Tenant's use and occupancy of the Premises. To the extent that any property taxes, assessments, special district taxes, fees or ad valorem levies apply and are attributable to the Tenant's use and enjoyment of the Premises, such shall be the responsibility of the Tenant in the pro rata share attributable to Tenant.

DRAFT

## 7. INSURANCE AND INDEMNITY

A. Tenant shall provide and maintain in full force and effect through the term of this Agreement and all warranty periods and/or additional periods as may otherwise be required or specified herein, Insurance policies providing coverages as specified below, with limits of liability no less than those shown below. Tenant acknowledges that the Insurance Requirements are a material provision of this Agreement, that the County is relying on Tenant's compliance therewith and if not for Tenant's agreement and compliance to provide and maintain the various policies of insurance as required herein, the County would not have entered into this Agreement or any other agreement related to the work, labor, services and materials to be provided by the Tenant.

B. Prior to commencement, the County must have received and have in the County's possession a copy of Tenant's Certificate of Insurance covering Tenant's operations, including insurance coverage specified in this Agreement for General Liability, Business Automobile, Worker's Compensation and Umbrella policies.

(1) Additional Insureds: The County of Saratoga must be added as additional insured on Tenant's insurance policies noted below, and such coverage: (1) is to apply on a primary and non-contributory basis; and (2) will provide defense and indemnity from and against any liability arising out of and/or resulting from, and/or alleged to have arisen out of and/or resulted from, Tenant's operations; (3) General Liability must contain additional insured endorsement or rider or an endorsement providing equivalent or broader coverage to the County as additional insured. A Certificate evidencing that such contractually designated additional insured status naming the County of Saratoga has been added on all Tenant's insurance policies. Attached as **Exhibit C** is Tenant's evidence of insurance at commencement.

(2) Waiver of Subrogation: Must be endorsed on the General Liability, Business Automobile, Liquor Liability, Workers' Compensation & Umbrella/Excess policies. Tenant and all its insurers must waive their rights of recovery against all Additional Insureds.

(3) Prohibited Exclusions: Tenant's insurance policies shall not contain any exclusion(s) relating to: (1) 'gravity related' injuries; (2) injuries sustained by an employee of an/any insured; (3) liability assumed by contract (4) height limitation or (5) territory restriction.

C. Tenant's insurance shall have at least an A- rating by A.M. Best and must be licensed and qualified to do business in the state of New York. Subcontractor's insurance shall include:

DRAFT

Workers' Compensation – Statutory Limits.

General Liability (to include premises liability; contractual liability) – $1,000,000.00 per occurrence/$2,000,000.00 annual general aggregate.

Property Damage – $1,000,000.00

Personal Injury – $1,000,000.00 per occurrence.
Business Auto – $1,000,000.00 each accident.
Commercial Umbrella or Excess Liability – $2,000,000 each Occurrence/ Aggregate

D. Indemnification: To the fullest extent permitted by law, Tenant shall indemnify, defend and hold harmless the County, its directors, officers, agents, employees, and authorized representatives (collectively "Indemnitees") from and against any and all claims, damages, liabilities, injuries, losses, costs and/or expenses including reasonable attorney's fees, that Indemnitees may incur arising out of or in connection with:

- the use, occupancy, or operations of and in the leased premises by Tenant or its agents, employees, contractors, licensees, or invitees;
- any act or omission of Tenant or its agents, employees, contractors, licensees, or invitees;
- any accident, injury, or damage occurring in or about the leased premises;
- or any breach or default by Tenant under this Lease.

Tenant's duty to defend and indemnify Indemnitees shall exist even if the alleged injuries or damages or losses sustained by the claimant are partially the result in part of Indemnitees' active or passive negligence. Tenant's duty to defend is separate and distinct from the duty to indemnify and shall immediately arise when a claim is asserted against Indemnitees in connection with the performance of Tenant or performance by others for whom Tenant is liable, in connection with this Agreement, and regardless of whether others may owe Indemnitees or Tenant a duty of defense and/or indemnity.

---

## 8. COUNTY ACCESS AND MAINTENANCE

A. The County reserves the right to access the Premises during reasonable hours for. conducting its routine landlord obligations including but not limited to inspection, maintenance, equipment repair/removal/replacement, or emergency purposes, upon reasonable notice to Tenant, except in cases of emergency where notice may be given but is not required.

B. The County shall maintain the structural elements of the Terminal Building and the common areas, including HVAC, roof, and exterior maintenance.

DRAFT

C. The County shall replace equipment on the Premises (if any) that is at the end of its life expectancy or otherwise needing replacement due to reasonable wear and tear.

D. Except as otherwise provided herein, the County shall provide or otherwise contract with vendors or other tenants for the routine cleaning and janitorial maintenance of Airport facilities outside of the Premises, including common areas.

---

**9. ASSIGNMENT AND SUBLETTING**

Tenant shall not assign this Agreement or sublet the Premises, in whole or in part, without the prior written consent of the County, which shall not be unreasonably withheld. Any proposed sublease shall be submitted to Landlord with reasonable advance written notice and must be on terms that comply with all applicable laws, Federal Aviation Administration grant assurances, and this Agreement.

---

**10. DEFAULT AND TERMINATION; REMEDIES**

A. The following events shall constitute a default by Tenant:
   1) If Tenant shall fail to pay any rent or fee as required under this Agreement and such failure continues for fifteen (15) calendar days after receipt of written notice from the County to cure.
   2) If Tenant shall fail to perform or observe any other requirement of this Agreement on the part of Tenant to be performed, or observed, and such failure continues for thirty (30) days after receipt of a written notice to cure from the County specifying the nature of the default; or when the default be of such a nature that it cannot be cured within thirty (30) days, if Tenant fails to commence curing such default with thirty (30) day period and thereafter proceed diligently to cure such default.

B. This Agreement is subject to the limitation that, if at any time a default by Tenant shall occur, then upon the happening of any one or more of the aforementioned defaults, and expiration of the period of time prescribed in any aforesaid notice (including any continuing cure or grace periods that the County may choose to extend in good faith), the County may give Tenant a notice of intention to end the term of this Lease, at the expiration of fifteen (15) days from the day of service of such notice of termination. At the expiration of such fifteen (15) days, this Agreement (except naturally surviving clauses) and the term, as well as all of the

DRAFT

right, title and interest of Tenant hereunder, shall wholly cease and expire, and Tenant shall then quit and surrender the Leased Premises to the County.

C. In the event the County shall fail to perform or observe any material obligation required of it under this Agreement, and such failure continues for thirty (30) days after receipt of written notice from Tenant specifying the nature of the default, or if such default cannot reasonably be cured within said thirty (30) days, or if the County fails to commence to cure within such period and thereafter diligently proceed to cure the default within thirty days or any extended cure grace period given in good faith, then Tenant shall have the right to terminate this Agreement immediately with notice to the County, upon which termination notice Tenant shall then quit and surrender the leased premises to the County.

---

**11. NOTICE**

All notices, demands, requests, or other communications required or permitted to be given under this Lease shall be in writing and shall be deemed duly given if (i) delivered in person, (ii) sent by certified mail, return receipt requested, postage prepaid, (iii) sent by a nationally recognized overnight courier with tracking receipt, or (iv) sent by email with confirmation of receipt. Notices shall be addressed as follows:

**If to Landlord (County):**
County Administrator
County of Saratoga
40 McMaster Street
Ballston Spa, New York 12020

**With a copy to:**
Saratoga County Attorney's Office
40 McMaster Street
Ballston Spa, New York 12020

**If to Tenant:**
ATTN: _____
[[ADDRESS HERE]]

Either party may change its address for notice by giving written notice to the other party in accordance with this section. Wherever herein there is a requirement for notice to, and approval by the County, the parties acknowledge that material changes to this Agreement will require approval from the County's Board of Supervisors ("Board") via resolution

DRAFT

process and non-material routine changes/events require approval of the Airport Committee or similarly governing committee appointed by the Board to oversee Airport matters.

---

## 12. MISCELLANEOUS

A) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York; venue shall be in the County of Saratoga, State of New York.

B) **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements. IF APPLICABLE: Tenant acknowledges that it was awarded this Agreement through a competitive procurement process and affirms the accuracy of all statements and commitments in its bid proposal. The Tenant's proposal and the County's Request for Proposal ("RFP") are incorporated by reference. In the event of a conflict, the terms of this Agreement shall govern.

C) **Compliance with Law:** This Agreement shall be subject and subordinate to all the terms and conditions of the instruments and documents now or hereafter in effect between the County and the United States of America and/or the State of New York and any agencies thereof, the execution of which has been or may be required as a condition precedent to a grant of funds for the Airport. This Agreement shall be subject and subordinate to all Federal, State and Local laws, rules and/or regulations applicable to County Airport operations, and Federal Aviation Administration rules and regulations including grant assurances requirements and Minimum Standards of the Airport as such exists now or hereafter. This Agreement shall also be subject and subordinate to any bond instruments now or in the future authorized and executed by representatives of the County. This Agreement shall be given only such effect as will not be in conflict or be inconsistent with the terms and conditions of said instruments and documents and laws, rules and regulations.

D) **Amendments:** Any amendment to this Agreement must be in writing and signed by both parties.

E) **Severability:** If any provision of this Agreement is held invalid, the remainder shall remain in full force and effect.

F) **Waiver:** No delay or omission by the County or Tenant in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default. No waiver of default shall extend to, or affect any other default, impair any right or remedy with respect thereto. No action or inaction by the

DRAFT

County or Tenant shall constitute a waiver of a default. No waiver of a default shall be effective unless it is in writing.

G) **Sovereign Immunity.** Nothing in this Agreement shall be deemed or construed as a waiver of the County's sovereign immunity, governmental immunity, or any other immunity or defense to which the County may be entitled under applicable law. Saratoga County enters into this Agreement in its governmental capacity and retains all rights, privileges, and immunities afforded to it as a municipal corporation under the laws and Constitution of the State of New York and the United States, including but not limited to the protections of the New York Court of Claims Act, the General Municipal Law, and the doctrine of sovereign immunity. No provision of this Agreement shall be interpreted to subject the County to liability or suit in any forum or for any claim except to the extent expressly authorized by law.

H) **Force Majeure:** Neither Party shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material, or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Party and which by the exercise of due diligence the Party is unable, wholly or in part, to prevent or overcome.

I) **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement binding upon the parties, notwithstanding that all the parties are not signatories to the same counterpart. Signatures transmitted by facsimile machine, via e-mail in a "PDF" format or via other electronic signature such as DocuSign shall be deemed to be original signatures for all purposes.

[Signature page follows]

DRAFT

IN **WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the Effective Date.

DRAFT