

**LEASE FOR ENTREPRENEURIAL VENTURES**  
**(VENDORS) ALONG THE CANAL BASIN WATERFRONT**

LEASE AGREEMENT, entered into between the VILLAGE OF MEDINA, with an address of 119 Park Avenue, Medina, NY 14103 ("Landlord") and NORTH STAR CRUISES, LLC, a New York limited liability company with an address of 2653 Fuller Road, Burt, NY 14028 ("Tenant"), this 19<sup>th</sup> day of May, 2025.

For good and valuable consideration, it is agreed between the parties as follows:

1.     **LOCATION:**   Landlord hereby leases and lets to Tenant, waterfront property as described as follows: one (1) Floating dock on the south end of the canal in the canal basin.
2.     **TERMS:**     This Lease shall commence on or about Memorial Day, 2025, and shall terminate on October 31, 2025 (the "Lease Period"). However, for good cause shown, either party may cancel this Lease upon thirty (30) days written notice to the other party. Rent will be pro-rated for any unused portion of the lease period.
3.     **RENT:**       Tenants shall pay Landlord rent during said term, in full before June 1, 2025, \$220 for the Floating dock on the south end of the canal in the canal basin. There shall be a two (2%) percent late fee of the rent if not paid in full (\$220.00) by June 1, 2025.

4. **USE OF RENTAL SPACE:** The Tenant shall utilize the Property for the purpose of for profit/for hire boat tours. No usage for any other purpose without the written consent of the Landlord, however, Tenant may take immediate action without prior permission from Landlord to rectify an emergency condition at the Property, but must thereafter provide the Landlord with notice of such action. Furthermore, the Tenant will not allow the rental space to be used for any unlawful or hazardous purpose. The Tenant may not make any modification to the docks without the permission of the Landlord. The main dock area, remaining non-lease docks, slips, walkways, parking lots are to be kept open to the public and not obstructed in any manner by the Tenant.

5. **SIGNS:** Tenant shall be allowed only one (1) "A" from style sign that shall be taken down after business hours; sign shall be no more than three (3) feet tall. Advertisement is allowed on the boats. The Tenant is responsible for purchasing and mounting signage indicating that the dock is for use only by that business.

6. **CONDITIONS OF PREMISES:** Tenant is responsible for removing any trash from the property on a daily basis. The Property is open to inspection by the Village at any time. The main docking area and remaining docks are open to the public. Tenant agrees that upon expiration of the Lease, it shall return possession of the Property, in its present condition, reasonable wear and tear expected. Tenant will be responsible for the cost of any damage caused by Tenant, its employees or customers to the Leased Premises and surrounding canal basin area.

7. **ASSIGNMENT OR SUB-LETTING:** Tenant shall not assign or sub-let said premises or allow any other person to occupy the property without Landlord's prior written consent.

8. **COMPLIANCE WITH LAW:** Tenant shall comply with all prevailing Village of Medina laws, rules and regulations relating to temporary leases (permits) and shall further comply with any and all laws, rules and regulations, ordinances, etc., as required by local, State, Federal governments, agencies, etc., relative to vendors and relative to boating/water tours, the waterfront and waterways.

9. **RIGHT OF TERMINATION AND RE-ENTRY:** In the event of any failure or refusal of Tenant to pay rent or any other allowed charge, or other breach of this Lease, the Landlord shall have full rights to terminate this Lease in accordance with State law and re-enter and re-claim possession of the Property, in addition to such other remedies available to Landlord arising from said breach.

10. **LIABILITY INSURANCE:** The Tenant will obtain and provide the Landlord with a certificate of liability insurance naming the Village of Medina as "Additional Insured" for minimum coverage of \$2,000,000.00.

11. **INDEMNITY:** Tenant will indemnify and hold Landlord and Landlord's property, including the property, free and harmless from any and all liability, claims or actions for injuring to or death of any person, including tenant, its employees and customers, or from the act or omission of any person or person, including Tenant, in or about the Property with Tenant's express or implied consent.

12. **BINDING OF HEIRS AND ASSIGNS:** Subject to the provisions of this Lease against assignment of Tenants interest under this Lease, all Lease provisions extend to and bind, or inure to the benefit or the parties to this Lease, and to every heir, executor, representative, successor, and assign of both parties.

13. **AMENDMENT:** No amendment, modification, or alteration of this Lease is binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the parties.

**IN WITNESS OF THIS AGREEMENT,** the Landlord and Tenant execute this Agreement as of the day and year first above written.

**LANDLORD:**

VILLAGE OF MEDINA

Dated: \_\_\_\_\_, 2025

by: \_\_\_\_\_  
Marguerite Sherman, Mayor

**TENANT:**

NORTH STAR CRUISES, LLC.

Dated: \_\_\_\_\_, 2025

by: \_\_\_\_\_  
Brian D. Hellner