

their agreement in a clear, complete document, their writing should as a rule be enforced according to its terms" (see also Reiss v Financial Performance Corp., 97 NY2d 195, 198 [2001], quoting W.W.W. Assoc. v Giancontieri, 77 NY2d 157, 162 [1990]). Nothing in the parties' agreement limits the commission to the initial lease period. On the contrary, an option to renew a lease for three five-year periods, as provided for in the subject lease, would fall within the broad category of "a lease, rental arrangement or other occupancy," unambiguously requiring payment of 10 percent of the rent over the period of occupancy.

Given that plaintiff did not cross-move for summary judgment, this Court is not empowered to grant it summary relief (see Merritt Hill Vineyards Incorp. v Windy Heights Vineyard, Inc., 61 NY2d 106, 110-111 [1984]).

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Order, insofar as appealed from, reversed, with costs, and case remitted to Supreme Court, Oneida County, for further proceedings in accordance with the memorandum herein. Chief Judge Kaye and Judges Smith, Ciparick, Rosenblatt, Graffeo, Read and Smith concur.

Decided June 3, 2004