

LEASE AGREEMENT FOR LEGISLATIVE OFFICE SPACE

Landlord FRANK GREEN Lease Date 1/1/2011

Mailing Address 1928 SOUTH PARK AVE Term 1 YEAR
APT. #4
BUFFALO, NY 14220

Starting Date 1/1/2011
Ending Date 12/31/2011

Tenant **COUNTY OF ERIE**
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

Yearly Rent \$ 8388.00 to be paid Monthly at \$ 699.00

1. Premises

The Landlord has agreed to rent to the Tenant and the Tenant has agreed to rent from the Landlord the following premises:

1928 SOUTH PARK AVE
BUFFALO, NY 14220

2. Use

The tenant agrees not to use the premises for any other purpose than office space for Erie County Legislator

TIMOTHY J. WHALEN

468 sq. ft

3. Assign and Sublease The tenant must not sublease or assign this lease to anyone else. If the Tenant lets anyone else use the premises the Landlord has the right to cancel the Lease as it states in the Tenants Violations and Landlord's Remedies Section 10.
4. Rent The Tenant agrees to pay the rent on the first day of each quarter at the Landlord's Mailing Address.
5. Right of Landlord to Show Premises and to Place Signs Thereon Tenant agrees to allow the Landlord, in person or by agent, to enter the said premises at all reasonable times of the day and to allow the Landlord, or his agent to place on or about said premises, notices indicating that the premises are for sale or rent; and to allow the Landlord, or his agent, to enter upon and pass through and over premises for purposes of showing the same to persons wishing to purchase or lease the same.
6. Landlord shall provide all utilities including light, heat, water and sewer.
7. The Landlord agrees to install an air conditioner in the space provided for same.

8. The Landlord agrees to maintain the structure of the building and to keep all walks, driveways, and entrances free of snow and ice.
9. End of Term The Tenant must return the premises broom-clean at the expiration of the lease to the Landlord and in the same condition as when taken, reasonable wear and tear thereof excepted.
10. Number Clauses Every Numbered Clause herein contained is hereby made a condition.
11. Tenants Violations and Landlords Remedies In the event of the violation by the Tenant of any Number Clause, agreement or condition contained in this lease, then, in either case the landlord shall have the right, at the Landlord's election to:
- A. Landlord may give Tenants 3 days written notice to correct any violation of a Lease condition or move.
 - B. If the Tenant fails to correct the violation, the Tenant must leave and give the Landlord the keys to premises.
 - C. Tenant continues to be responsible for rent, expenses, damages, and Leases.

12. Fire Conditions

In case the premises herein leased shall be partially damaged by fire, the same shall be repaired as speedily as possible by the Landlord. In case the premises shall be totally destroyed by fire, or so much damaged as to render them untenable, either party hereto may serve personally, or by registered mail, upon the other party within ten days after such fire, a thirty-day written notice of the intention of such party to terminate this lease and the term therein provided for and at the end of such thirty days the tenant shall pay all rent to the date of said fire and surrender up to the owner said premise discharge of this lease.

13. Rules

Tenant must comply with Landlord's Rules. Notice of Rules will be posted or given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates the Rules. Tenant receives no rights under the rules.

14.

This agreement shall be deemed executory to the extent of monies available in the yearly budget of the County of Erie as approved. No liability shall be incurred by the County of Erie beyond such monies as made available for the purpose therefore.

15. Changes This lease may be changed only by an agreement in writing signed by and delivered to each party.
16. Effective date and Signatures Landlord and Tenant agree that this agreement is effective as of the date that both parties have completed copies and are signing as of the date at the top of the Lease.
17. Tenants may, at its option, renew this lease for a period of one year, upon the same rental and terms, upon giving to the Landlord thirty (30) days prior to the expiration of the term thereof, written notice of such renewal personally or by registered or certified mail.
18. This lease agreement is automatically terminated in the event that Legislator TIMOTHY J. WHALEN ceases to be a member of the Erie County Legislature representing the 2 District.
19. The landlord agrees to defend, hold harmless and indemnify the said County of Erie and Legislator TIMOTHY J. WHALEN, his staff, and invitees from all claims arising out of the acts or omissions of the landlord, his agents, employees, or sub-contractors, and from all claims resulting from the Landlord's ownership of the building.
20. Landlord agrees to provide written proof to the said County of Erie of the existence of structural insurance coverage and liability insurance, together with any endorsements referring to contents.

21. Representations

Tenant has read this lease. All promises made by the Landlord are in this lease. There are no others. This lease is authorized by resolution, adopted by the Erie County Legislature on item , page , and by resolution adopted item page of the Legislature's proceedings.



Landlord or Agent of Landlord:



Erie County Legislator
2nd District


Witness:

Erie County Executive

Assistant Erie County Attorney
Approved as to Form

Erie County Division of Real Property

Document No. _____

Date: _____