

LEASE AGREEMENT FOR LEGISLATIVE OFFICE SPACE

Landlord	<u>Towne Gardens, LLC</u>	Lease Date	<u>04/12/11</u>
Mailing Address	<u>440 Clinton Street</u>	Term	<u>6 Months</u>
	<u>Buffalo, New York 14202</u>	Starting Date	<u>1/1/11</u>
		Ending Date	<u>6/30/11</u>

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

Six-Month Rent \$ 4,470.00 at a Monthly rate of \$745.00
(to be paid monthly)

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

Office and Facility on premises located at

427 William Street, Buffalo, NY 14204

Utilities Included

2. Use The Tenant agrees not to use the premises for any other purpose than office space for Erie County Legislator

Barbara Miller Williams

Sq. Ft. 750

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 has installed 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 accepted.


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 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 Tenant 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 and 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.
This lease agreement is automatically terminated in the event that Legislator Barbara Miller Williams ceases to be a member of the Erie County Legislature representing the 3rd District.
18.
The landlord agrees to defend, hold harmless and indemnify the said County of Erie and Legislator Barbara Miller Williams, her staff, and invitees from all claims arising out of the acts or omissions of the landlord, her agents, employees, or subcontractors, and from all claims resulting from the Landlord's ownership of the building.
19.
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.
20.
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



Earl M. Little
Erie County Legislator
509 District



Witness: Robert M. Gordon

Erie County Executive

Assistant Erie County Attorney
Approved as to Form

Erie County Division of Real Property

Document No. _____

Date: _____