

6. Utilities
The Landlord shall provide at no cost to the Tenant all utilities: including light, heat, water and sewer.
7. Air Conditioning
The Landlord agrees that the space shall be air conditioned.
8. Snow Removal
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. 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.
12. 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.
13. Executory
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.
14. Changes
This lease may be changed only by an agreement in writing signed by and delivered to each party.
15. 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.

16. Termination

This Lease is automatically terminated in the event that Legislator Lynn Marinelli ceases to be a member of the Erie County Legislature representing the 11th District.

3rd

17. Indemnity

The Landlord agrees to defend, hold harmless and indemnify the said County of Erie and Legislator Lynn Marinelli, staff, and invitees from all claims arising out of the acts or omissions of the Landlord, agents, employees, or subcontractors, and from all claims resulting from the Landlord's ownership of the building.

18. Insurance

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.

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.

David F. Gallo
Landlord or Agent of Landlord

Lynn Marinelli
Erie County Legislator
3rd District

Robert M. Friesen
Witness

Erie County Executive

Assistant Erie County Attorney
Approved as to Form

Erie County Director of Real Estate
Approved as to Form

Document No.: _____
Date: _____