# LEASE AGREEMENT FOR LEGISLATIVE OFFICE SPACE

| | | | |
|---|---|---|---|
| Landlord | Towne Gardens, LLC | Lease Term | 1/1/14-12/31/14 |
| Mailing Address | 440 Clinton Street | Term | 12 Months |
| | Buffalo, New York 14202 | Starting Date | 1/1/2014 |
| Tenant | **COUNTY OF ERIE**<br>**95 FRANKLIN STREET**<br>**BUFFALO, NY 14202** | | |
| 12 Months Rent | 9,588.00 | At a Monthly rate of<br>(to be paid the first of every month) | $799.00 |
| Square Feet of Premises | **990** | Suite No./Floor | |

1. Leased Premises

The Landlord has agreed to rent to the Tenant and the Tenant has agreed to rent form 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

3. Assign and Sublease

The Tenant must not sublease or assign this least 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 every month 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. | 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 untenantable, 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 Barbara Miller-Williams ceases to be a member of the Erie County Legislature representing the 1st District.

17. Indemnity

The Landlord agrees to defend, hold harmless and indemnify the said County of Erie and Legislator Barbara Miller-Williams, 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.

Landlord or Agent of Landlord

Barbara Miller-Williams
Erie County Legislator
1st District

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: _____

Client#: 31582 TOWNE6

**ACORD™** # CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Scott Danahy Naylon LLC
300 Spindrift Drive
Williamsville, NY 14221
716 633-3400

CONTACT NAME:
PHONE (A/C, No, Ext): 716 633-3400 FAX (A/C, No): 716-633-4306
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Main Street America Assurance C | 29939 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Towne Gardens LLC
P.O. Box 340176
Brooklyn, NY 11234

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | | BPU9398F | 01/01/2014 | 01/01/2015 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $500,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Towne Gardens LLC
P.O. Box 340176
Brooklyn, NY 11234

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Glenn Swackenbach

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