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LEASE AGREEMENT FOR LEGISLATIVE OFFICE SPACE

Landlord: Cazenovia Community Resource Center, Inc.

Lease Date: 4/1/14 - 12/31/15

Mailing Address: 155 Cazenovia St.
Buffalo, NY 14210

Term: 21 Months

Starting Date: 4/1/14

Ending Date: 12/31/15

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

Total Annual Rent $ 8,400

at a Monthly rate of $ $700.00
(to be paid the first of every month)

Square Feet of Premises: Approx: 1,000.00

1. Leased Premises

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

155 Cazenovia St.
Buffalo, NY 14210

2. Use

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

3.	Assign and Sublease	The Tenant must not sublease or assign this lease to anyone else.
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.		The Landlord shall provide at no cost to the Tenant all utilities: including light, heat, water and sewer.
7.		The Landlord agrees that the space shall be air conditioned.
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.	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 un-tenantable, 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.

This lease agreement is automatically terminated in the event that Legislator Patrick B. Burke _____ ceases to be a member of the Erie County Legislature representing the 7th District. Notwithstanding the Term stated above, the Tenant may elect to terminate this lease agreement by giving thirty (30) days written notice of such election to the Landlord. The landlord has agreed to facilitate satellite space at no additional rent.

17.

The landlord agrees to defend, hold harmless and indemnify the said County of Erie and Legislator _ Patrick B. Burke _____, 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. 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

Patrick Burke

Erie County Legislator
7th District

Witness:

Erie County Executive/Deputy County Executive

Assistant Erie County Attorney
Approved as to Form

Erie County Director of Real Property Tax Services
Approved as to Form

Document No. _____
Date: _____