

SUSPENSION

LEASE AGREEMENT FOR LEGISLATIVE OFFICE SPACE

Landlord 1701 HERTEL AVE LLC. Lease Date 12/21/2015  
 (ROSANNE FRANDINA + JIM VAN OSS)  
 Mailing Address 1701 HERTEL AVENUE Term 2 YEARS  
BUFFALO NY 14216 Starting Date JANUARY 1, 2016  
 Ending Date December 31, 2017

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

Total Annual Rent \$ 8100 at a Monthly rate of \$ 675  
 (to be paid the first of every month)

Square Feet of Premises 840

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:  
1701 HERTEL AVENUE, BUFFALO, NY 14216  
FIRST FLOOR TENANT OFFICE SPACE

2. Use The Tenant agrees not to use the premises for any other purpose than office space for Erie County Legislator  
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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. Utilities                                  The Landlord shall provide at no cost to the Tenant all utilities: including electricity, heat, water and sewer.
  
7. Air Conditioning                        The Landlord agrees that the space shall be air conditioned.
  
8. Snow & Ice 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

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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 agreement is automatically terminated in the event that Legislator PETER SAVAGE III ceases to be a member of the Erie County Legislature representing the 3<sup>rd</sup> District.
17. Indemnity  
The landlord agrees to defend, hold harmless and indemnify the said County of Erie and Legislator PETER SAVAGE III, 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

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coverage and liability insurance, together with any endorsements referring to contents.

19. Compliance with Laws

Landlord agrees to maintain the building in compliance with all local state and federal laws, rules and regulations. Landlord shall ensure that the premises is accessible to disabled persons, including access by those using wheelchairs.

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.

*Rosanne Frandi*

\_\_\_\_\_  
Landlord or Agent of Landlord

*[Signature]*

\_\_\_\_\_  
Erie County Legislator  
2<sup>nd</sup> District

*[Signature]*  
\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Erie 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: \_\_\_\_\_