

LEASE AGREEMENT FOR LEGISLATIVE OFFICE SPACE

OPEN

Landlord David J. Galbo Lease Term 1-1-2012 to 12-31-2012

Mailing Address 1701 Hertel Avenue Term Two (2) Years

Buffalo, New York 14216 Starting Date 1-1-2012

Tenant **COUNTY OF ERIE
95 FRANKLIN STREET
BUFFALO, NY 14202**

Total Annual Rent \$88,100 At a Monthly rate of \$ 675.00
Ⓟ (to be paid the first of every month)

Square Feet of Premises 840 Suite No./Floor 1

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:
First Level Tenant Office Space.

Aprox. 840 sq. ft.

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. 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.

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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.

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 L. Gallo
Landlord or Agent of Landlord

Lynn Marinelli
Erie County Legislator
3rd District

Mary Ann V. Novak
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: _____