

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. Heating & Air Conditioning

The Landlord agrees that the space shall be heated and air conditioned and shall provide the necessary HVAC systems to supply heat at temperatures between 68 and 72 degrees and air conditioning at temperatures between 72 and 74 degrees. In the event of failure of the HVAC systems, the Landlord shall immediately provide portable heating and/or air conditioning units necessary to heat and/or cool the premises to the above stated temperature range
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 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 LISA chimera ceases to be a member of the Erie County Legislature representing the 3rd District.

17. Indemnity

The landlord agrees to defend, hold harmless and indemnify the said County of Erie and Legislator LISA chimera, 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.

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 are 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.

Reanne Franks
Landlord or Agent of Landlord

Lisa H. Chimer
Erie County Legislator
3 District

MAA
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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2021

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 have ADDITIONAL INSURED provisions or 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 E.T. Clauss & Co., Inc. 735 Delaware Ave. Buffalo, NY 14209 Ronald P. Clauss	716-886-6600	CONTACT NAME: Ronald P. Clauss PHONE (A/C, No, Ext): 716-886-6600 FAX (A/C, No): 716-886-4128 E-MAIL ADDRESS:
INSURED Frandina Eng & Lnd SurveyingPC Rosanne Frandina PE LS 1701 Hertel Ave Buffalo, NY 14216		INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
		NAIC # 11000

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			01SBAAT1307	07/28/2021	07/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			01UECKP1887	07/28/2021	07/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			01SBAAT1307	07/28/2021	07/28/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

County of Erie
95 Franklin Street
Buffalo, NY 14202

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