

LEASE AGREEMENT FOR LEGISLATIVE OFFICE SPACE

Landlord	<u>1701 HERTEL LLC</u>	Lease Date	<u>JAN 1, 2023</u>
Mailing	<u>(ROSANNE FRANDINA + JIM VANOSS)</u>	Term	<u>1 YEAR</u>
Address	<u>1701 HERTEL AVE.</u>	Starting Date	<u>JAN 1, 2023</u>
	<u>BUFFALO NY 14216</u>	Ending Date	<u>Dec 31, 2023</u>

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

Total Annual Rent \$ 11,700 at a Monthly rate of \$ 975.00
(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 AVE, 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

MICHAEL H. KOOSHOLIAN

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. 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 M.H. Kooshorian 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 M.H. Kooshorian, 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 Francis
Landlord or Agent of Landlord

Paul H. K...
Erie County Legislator
3rd 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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/17/2023

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.

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.

PRODUCER: E.T. Clauss & Co., Inc. 716-886-6600
CONTACT NAME: Ronald P. Clauss
INSURER(S) AFFORDING COVERAGE: Sentinel Insurance Company 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: County of Erie, 95 Franklin Street, Buffalo, NY 14202

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: [Signature]