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TOWN OF WEST SENECA

TOWN SUPERVISOR
SHEILA M. MEEGAN
TOWN COUNCIL
EUGENE P. HART
WILLIAM P. HANLEY, JR.

To: The Honorable Town Board

From: John J. Fenz, Esq.
Town Attorney

Date: January 3, 2018

Re: Lease of Office Space
West Seneca Chamber of Commerce, Inc.

Kindly adopt a Resolution authorizing the Supervisor to execute a Lease Agreement with West Seneca Chamber of Commerce, Inc. (the "Tenant") for 481 square feet of office space located in the Community Center and Library located at 1300 Union Road.

The basic lease terms are as follows: 1.) The Town shall deliver 481 square feet of a "vanilla shell"; 2.) the base term shall be for three (3) years; 3.) Rent of \$7,200 shall be charged annually and payable in twelve (12) equal monthly installments.¹

The Lease Agreement shall be subject to the final approval of the Town Attorney as to form.

¹ Rental amounts based upon recommendation of Town's third-party appraiser

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**TOWN OF WEST SENECA
AND
WEST SENECA CHAMBER OF COMMERCE, INC.**

**Agreement of Lease
Office Space**

**1300 Union Road
West Seneca, New York**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of this ____ day of _____, 2018 by and between the WEST SENECA CHAMBER OF COMMERCE, INC., having an office at 950-A Union Road, West Seneca, New York, (the "Tenant") and the TOWN OF WEST SENECA, a New York State municipal corporation having an office at 1250 Union Road, West Seneca, New York (the "Landlord").

NOW, THEREFORE, the Landlord and Tenant hereby agree as follows:

ARTICLE I BASIC LEASE INFORMATION

1.1 Basic Lease Information. As used in this Lease, the following basic lease terms shall have the meanings ascribed thereto:

- (a) **Additional Rent:** Any amounts that this Lease requires Tenant to pay in addition to Base Rent. Tenant shall not be obligated to pay any Additional Rent under this Lease during the Base Year.
- (b) **Base Rent:** The Base Rent shall be \$600.00 per month.
- (c) **Base Year:** Base Year for real estate taxes and operating expenses shall be the calendar year 2018 ("Base Year").
- (d) **Building:** The building and related improvements (including, without limitation, parking lots, walkways, driveways, fences and landscaping) of which the Premises are a part.
- (e) **Building Address:** 1300 Union Road
West Seneca, New York
- (f) **Common Areas:** The hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, janitorial closets, trash facilities, and all other areas and facilities in and about the Building that are provided and designated from time to time by Landlord for the general nonexclusive use and convenience of Tenant with Landlord and other tenants of the Building and their respective employees, invitees, licensees or visitors.
- (g) **Landlord's Address:**
1250 Union Road
West Seneca, New York 14224
- (h) **Lease Date:** _____, 2018
- (i) **Premises:** That part of the Building referred to as the leasable space at 1300 Union Road, West Seneca, New York as shown on **Exhibit B** to this Lease.
- (j) **Rent:** The Base Rent.
- (k) **Rent Commencement Date:** July 1, 2018.
- (l) **Good Faith Deposit:** An amount equal to the last month's rent as indicated in Article 1.1(b).
- (m) **Tenant's Address:**

950-A Union Road
West Seneca, New York 14224

- (n) **Term:** The initial Term shall be thirty-six (36) months, beginning on the Commencement Date and expiring on the Expiration Date. Tenant shall have two options to renew for a period of five years each.

If any other provision of this Lease contradicts any definition of this Article, the other provision will prevail.

1.2 Exhibits. The following exhibits are attached to and made a part of this Lease:

EXHIBIT A – Floor Plan of the Premises
EXHIBIT B -- Rules and Regulations

ARTICLE 2 AGREEMENT

2.1 Grant of Lease. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, on the terms and conditions set forth in this Lease.

ARTICLE 3 DELIVERY OF PREMISES

3.1 Delivery of Possession.

(a) The construction of all finishes shall be in a good and workmanlike manner and shall be in compliance with all applicable laws, ordinances, rules and regulations of any duly constituted governmental authority having jurisdiction thereof. Landlord represents and warrants that the Premises' electrical, lighting, plumbing, heating, ventilating and air conditioning systems shall be free of defects and in good working condition on the date of Delivery of Possession.

(b) "Delivery of Possession" shall be deemed to occur following the signing of the Lease when the Premises is ready for occupancy by Tenant, as evidenced by the issuance of a certificate of occupancy from the Town of West Seneca with respect to the Premises. Landlord shall be deemed to have complied with its obligations hereunder notwithstanding that there may be insubstantial items of construction, installation, finishing work or mechanical adjustments which do not unreasonably interfere with Tenant's use and occupancy of the Premises.

(c) Other than warranting its habitability, which Landlord expressly warrants, Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any Tenant improvements to the Premises except as expressly provided in this Lease.

ARTICLE 4 BASE RENT

4.1 Payment of Base Rent. Throughout the Term, Tenant will pay Base Rent to Landlord in monthly installments, the first of which shall become due on the Rent Commencement Date with successive installments to become due on the first day of each successive calendar month thereafter. Base Rent will be paid to Landlord, without written notice or demand, and without deduction or offset, in lawful money of the United States of America at Landlord's Address, or to such other address as Landlord may from time to time designate in writing.

4.2 Base Rent Includes:

(a) All real property taxes and assessments accruing during the Base Year and all real property taxes and assessments accruing during all subsequent years of the Lease.

(b) All special district charges accruing during the Base Year and all special district charges accruing during all subsequent years of the Lease.

(c) Landlord shall maintain comprehensive and liability insurance covering the Building. Base Rent shall include all charges for insurance maintained by Landlord with respect to the Building during the Base Year and all comprehensive and liability insurance covering the Building during all subsequent years of the Lease.

(d) Landlord shall provide all necessary maintenance to the building's mechanical and structural systems, as well as all interior and exterior building maintenance (landscaping, snow removal, etc.). Base Rent shall include all charges for such maintenance during the Base Year and all charges for such maintenance during all subsequent years of the Lease.

4.3 Late Payment. In the event that any payment of Rent due hereunder shall not be paid by the fifth day after which it is due, a late charge of 5% for each dollar not paid may be charged by Landlord for each month or part thereof that the same remains overdue. This charge shall be in addition to and not in lieu of any other remedy Landlord may have and is in addition to any reasonable fees and charges of any agents or attorneys Landlord may employ as a result of any default in the payment of Rent hereunder, whether authorized herein or by law. Any such "late charges" if not previously paid shall, at the option of Landlord, be added to and become part of the succeeding Rent payment to be made hereunder.

ARTICLE 5 REAL ESTATE TAXES AND ASSESSMENTS

INTENTIONALLY OMITTED

ARTICLE 6 ADDITIONAL RENT

INTENTIONALLY OMITTED

ARTICLE 7 LANDLORD'S INSURANCE

7.1 Fire and Casualty Insurance. At all times during the Term, Landlord shall keep the Building insured against loss or damage by risks now or thereafter embraced by "All Risks" coverage so called in amount sufficient to prevent Landlord from becoming a co-insurer under the terms of the applicable policies, but in any event in an amount not less than one hundred percent (100%) of the then "Full Replacement Cost." "Full Replacement Cost" shall mean the cost of replacing the Building exclusive of the costs of excavations foundations and footings below the lowest grade level. In no event shall any such insurance be for the benefit of Tenant.

ARTICLE 8 TENANT'S INSURANCE

8.1 Tenant's Insurance. At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, in the amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms satisfactory to Landlord:

(a) Commercial general liability insurance with coverage for bodily injury and property damage liability, with a combined single occurrence limit of not less than \$1,000,000. All such insurance shall include contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in this Lease;

(b) Insurance covering all of Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property owned and used in Tenant's business and found in, on, or about the Building, and any leasehold improvements to the Premises in an amount not less than the full replacement cost. Property forms shall provide coverage on a broad form basis insuring against "all risks of direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Lease ceases under the

provisions of this Lease, Tenant will be entitled to any proceeds resulting from damage to Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property;

8.2 Forms of Policies. Certificates of insurance, together with copies of the endorsements, when applicable, naming Landlord as an additional insured, will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time at least 10 days prior to the expiration of the term of each such policy. All commercial general liability or comparable policies maintained by Tenant will name Landlord as an additional insured, entitling Landlord to recover under such policies for any loss sustained by Landlord, its agents, and employees as a result of the acts or omissions of Tenant. All such policies maintained by Tenant will provide that they may not be terminated nor may coverage be reduced except after 30 days' prior written notice to Landlord. All commercial general liability and property policies maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry.

8.3 Adequacy of Coverage. Landlord, its agents, and employees make no representation that the limits of liability specified to be carried by Tenant pursuant to this **Article 8** are adequate to protect Tenant. If Tenant believes that any of such insurance coverage is inadequate, Tenant will obtain such additional insurance coverage as Tenant deems adequate, at Tenant's sole expense.

ARTICLE 9 USE

9.1 Tenant's Use of the Premises. The Premises will be used by Tenant solely for the operation of a not-for-profit entity promoting and aiding business enterprises seeking to locate or remain in West Seneca, and for no other purpose. Tenant will use the Premises in a careful, safe, and proper manner. Tenant will not use or permit the Premises to be used or occupied for any purpose or in any manner prohibited by any applicable laws. Tenant will not commit waste or suffer or permit waste to be committed in, on, or about the Premises. Tenant will conduct its business and control its employees, agents, and invitees in such a manner as not to create any nuisance or interfere with, annoy, or disturb any other tenant or occupant of the Building or Landlord in its operation of the Building.

ARTICLE 10 REQUIREMENTS OF LAW

10.1 General. At its sole cost and expense, Tenant will promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or in force after the Lease Date.

10.2 Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations in this **Article 10**. Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises and any other property of whatever nature located on the Building to their condition existing prior to the appearance of Tenant's Hazardous Materials on the Premises. Tenant's obligations under this **Article 10** will survive the expiration or other termination of this Lease.

ARTICLE 11 ASSIGNMENT AND SUBLETTING

11.1 General. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors, and assigns, covenants that it will not assign, mortgage, or encumber this Lease, nor sublease, nor permit the Premises or any part of the Premises to be used or occupied by others.

ARTICLE 12 RULES AND REGULATIONS

12.1 Landlord's Rules and Regulations. Tenant and its employees, agents, licensees and visitors will at all times observe faithfully, and comply strictly with, the rules and regulations set forth in **Exhibit B**. Landlord may from time to time reasonably amend, delete, or modify existing rules and regulations, or adopt reasonable new rules and regulations for the use, safety, cleanliness, and care of the Premises and the Building, and the comfort, quiet, and convenience of occupants of the Building. Modifications or additions to the rules and regulations will be effective upon 30 days' prior written notice to Tenant from Landlord. In the event of any breach of any rules or regulations or any amendments or additions to such rules and regulations, Landlord will have all remedies that this Lease provides for default by Tenant, and will in addition have any remedies available at law or in equity, including the right to enjoy any breach of such rules and regulations. Landlord will not be liable to Tenant for violation of such rules and regulations by any other tenant, its employees, agents, visitors, or licensees or any other person. In the event of any conflict between the provisions of this Lease and the rules and regulations, the provisions of this Lease will govern.

ARTICLE 13 COMMON AREAS

13.1 Tenant's Use of the Common Areas. Landlord grants Tenant, its employees, invitees, licensees, and other visitors a nonexclusive license for the Term to use the Common Areas with others, subject to the terms and conditions of this Lease.

ARTICLE 14 LANDLORD'S REPAIR AND MAINTENANCE

14.1 Landlord's Repair of Building and the Premises. Except as expressly provided for elsewhere in this Lease and except for repairs or maintenance to the windows, doors, plate glass, and signs of the Premises or any repairs necessitated by a casualty occurrence, throughout the Term, Landlord shall, at its sole cost and expense, perform all necessary repair and maintenance to the Building and the Premises so as to keep such property in good order, condition and repair.

14.2 Limitation on Liability. Landlord will not be in default under this Lease or be liable to Tenant or any other person for direct or consequential damage, or otherwise, for any failure to supply any heat, air conditioning, cleaning, lighting, security; for surges or interruptions of electricity; or for other services Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply such services. Landlord will use reasonable efforts to diligently remedy any interruption in the furnishing of such services. Landlord reserves the right temporarily to discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program, or any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Tenant; or any other happening beyond the control of Landlord. Landlord will not be liable to Tenant or any other person or entity for direct or consequential damages resulting from the admission to or exclusion from the Building of any person. In the event of invasion, mob, riot, public excitement, strikes, lockouts, or other circumstances rendering such action advisable in Landlord's sole opinion, Landlord will have the right to prevent access to the Building during the continuance of the same by such means as Landlord, in its sole discretion, may deem appropriate, including without limitation locking doors and closing Parking Areas and other Common Areas. Landlord will not be liable for damages to person or property or for injury to, or interruption of, business for any discontinuance permitted under this **Article 14**, nor will such discontinuance in any way be construed as an eviction of Tenant or cause an abatement of Rent or operate to release Tenant from any of Tenant's obligations under this Lease.

ARTICLE 15 TENANT'S CARE OF THE PREMISES

15.1 Maintenance of the Premises.

(a) Tenant, at its sole cost and expense, shall take good care and keep clean and safe the Premises.

ARTICLE 16 ALTERATIONS

16.1 General.

(a) During the Term, Tenant will not make or allow to be made any alterations, additions, or improvements to or of the Premises or any part of the Premises, or attach any fixtures or equipment to the Premises, without first obtaining Landlord's written consent.

ARTICLE 17 UTILITY SERVICE

17.1 Utility Service for Premises. During the Term, Landlord shall furnish the Premises with telephone, internet connectivity, electricity, heating and cooling, water and sewer service at no additional charge to Tenant beyond the Base Rent.

ARTICLE 18 MECHANICS' LIENS

INTENTIONALLY OMITTED

ARTICLE 19 LANDLORD'S RIGHT OF ENTRY

19.1 Landlord's Right of Entry. Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and at reasonable hours to:

- (a) Inspect the Premises;
- (b) Determine whether Tenant is complying with all its obligations in this Lease;
- (c) Supply services to be provided by Landlord to Tenant according to this Lease;
- (e) Make repairs required of Landlord under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any other portion of the Building; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

ARTICLE 20 INDEMNIFICATION, WAIVER, AND RELEASE

20.1 Indemnification. Except for any injury or damage to persons or property on the Premises that is proximately caused by the negligence or deliberate act of Landlord, its employees, or agents, and subject to the provisions of **Section 8.3**, Tenant will neither hold nor attempt to hold Landlord, its employees, or agents liable for, and Tenant will indemnify and hold harmless Landlord, its employees, and agents from and against, any and all losses, demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation attorneys' fees and disbursements) incurred in connection with or arising from:

- (a) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant;
- (b) any activity, work, or thing done or permitted by Tenant in or about the Premises or the Building;
- (c) any breach by Tenant or its employees, agents, contractors, or invitees of this Lease; and

(d) any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, or invitees entering upon the Premises under the express or implied invitation of Tenant.

If any action or proceeding is brought against Landlord, its employees, or agents by reason of any such claim for which Tenant has indemnified Landlord, Tenant, upon written notice from Landlord, will defend the same at Tenant's expense, with counsel reasonably satisfactory to Landlord.

20.2 Waiver and Release. Tenant, as a material part of the consideration to Landlord for this Lease, by this **Section 20.2** waives and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease.

ARTICLE 21 DEPOSIT

21.1 Security for Performance by Tenant. Tenant, simultaneously herewith, has deposited with Landlord the sum set forth in **Section 1.1(b)** to be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, provisions and conditions of this lease to be performed by Tenant. In the event Tenant defaults with respect to any of the terms, covenants, provisions or conditions of this Lease, including, but not limited to, the payment of Rent, then without notice to Tenant, and in addition to any other remedies to which Landlord may be entitled by virtue of the provisions of this Lease, or pursuant to law or equity, Landlord shall have the right to use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any Rent or any other sum as to which Tenant is in default or any sum which Landlord may expend or may be required to expend by reason of Tenant's default, including, but not limited to, damages or deficiencies resulting from the reletting of the Premises, whether such damages or deficiencies accrued before or after summary proceedings or other reentry by Landlord. If any portion of the Security Deposit is so used, applied, or retained, Tenant will within 5 days after written demand deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord will not be required to keep the Security Deposit separate from its general funds, and Tenant will not be entitled to interest on the Security Deposit. The Security Deposit will not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Base Rent due for the last month of the Term.

ARTICLE 22 DEFAULT

22.1 Events of Default. The following events are referred to, collectively, as "Events of Default" or, individually, as an "Event of Default":

(a) Tenant defaults in the due and punctual payment of Rent, and such default continues for five (5) days after written notice from Landlord; however, Tenant will not be entitled to more than 1 written notice for monetary defaults during any 12-month period, and if after such written notice any Rent is not paid when due, an Event of Default will be considered to have occurred without further notice;

(b) Tenant vacates or abandons the Premises;

(c) Tenant breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Tenant to perform, and such breach continues for a period of 30 days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably within such 30-day period, if Tenant fails to diligently commence to cure such breach within 30 days after written notice from Landlord and to complete such cure within a reasonable time thereafter.

22.2 Continuing Liability After Termination. If this Lease is terminated on account of the occurrence of an Event of Default, Tenant will remain liable to Landlord for damages in an amount equal to Rent and other amounts that would have been owing by Tenant for the balance of the Term, had this Lease not been terminated, less the net proceeds, if any, of any reletting of

the Premises by Landlord subsequent to such termination, after deducting all of Landlord's expenses in connection with such reletting.

22.3 Cumulative Remedies. Any suit or suits for the recovery of the amounts and damages may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the Term would have expired had there occurred no Event of Default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Lease Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or after the Lease Date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or after the Lease Date existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

22.4 Waiver of Redemption. Tenant waives any right of redemption.

ARTICLE 23 MISCELLANEOUS

23.1 No Offer. This Lease is submitted to Tenant on the understanding that it will not be considered an offer and will not bind Landlord in any way until Tenant has duly executed and delivered duplicate originals to Landlord and Landlord has executed and delivered one of such originals to Tenant.

23.2 Attorney's Fees. Each party shall be responsible for their own attorney's fees.

23.3 No Waiver. The waiver by Landlord of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of Rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

23.4 Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease must be in writing and will be deemed to have been given when personally delivered to the party for whom it is intended at its address set forth in **Section 1.1.**

23.5 Severability. If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

23.6 Written Amendment Required. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building, provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

23.7 Entire Agreement. This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Premises or the Building.

23.8 Authority. Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors or partners, as the case may be, and agree upon request to deliver to Landlord a resolution or similar document to that effect.

23.9 Governing Law/Venue. This Lease will be governed by and construed pursuant to the laws of New York, without regard to principles of conflict of laws. The venue for any dispute arising under this Lease shall be in a court of competent jurisdiction in Erie County, New York.

23.10 Late Payments. Any Rent that is not paid when due will accrue interest at a late rate charge of 5% per annum (but in no event in an amount in excess of the maximum rate allowed by applicable law) from the date on which it was due until the date on which it is paid in full with accrued interest.

23.11 Landlord's Consent. With respect to any provision hereof which provides for the consent or approval of Landlord, said consent or approval shall be in writing and shall not be unreasonably withheld.

23.12 Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

TOWN OF WEST SENECA

By:

TENANT:

WEST SENECA CHAMBER OF COMMERCE, INC.

By:

EXHIBIT A

Floor Plan for the Premises

1. The floor plan for the premises is attached hereto as Exhibit A.

2. The floor plan for the premises is attached hereto as Exhibit A.

EXHIBIT B

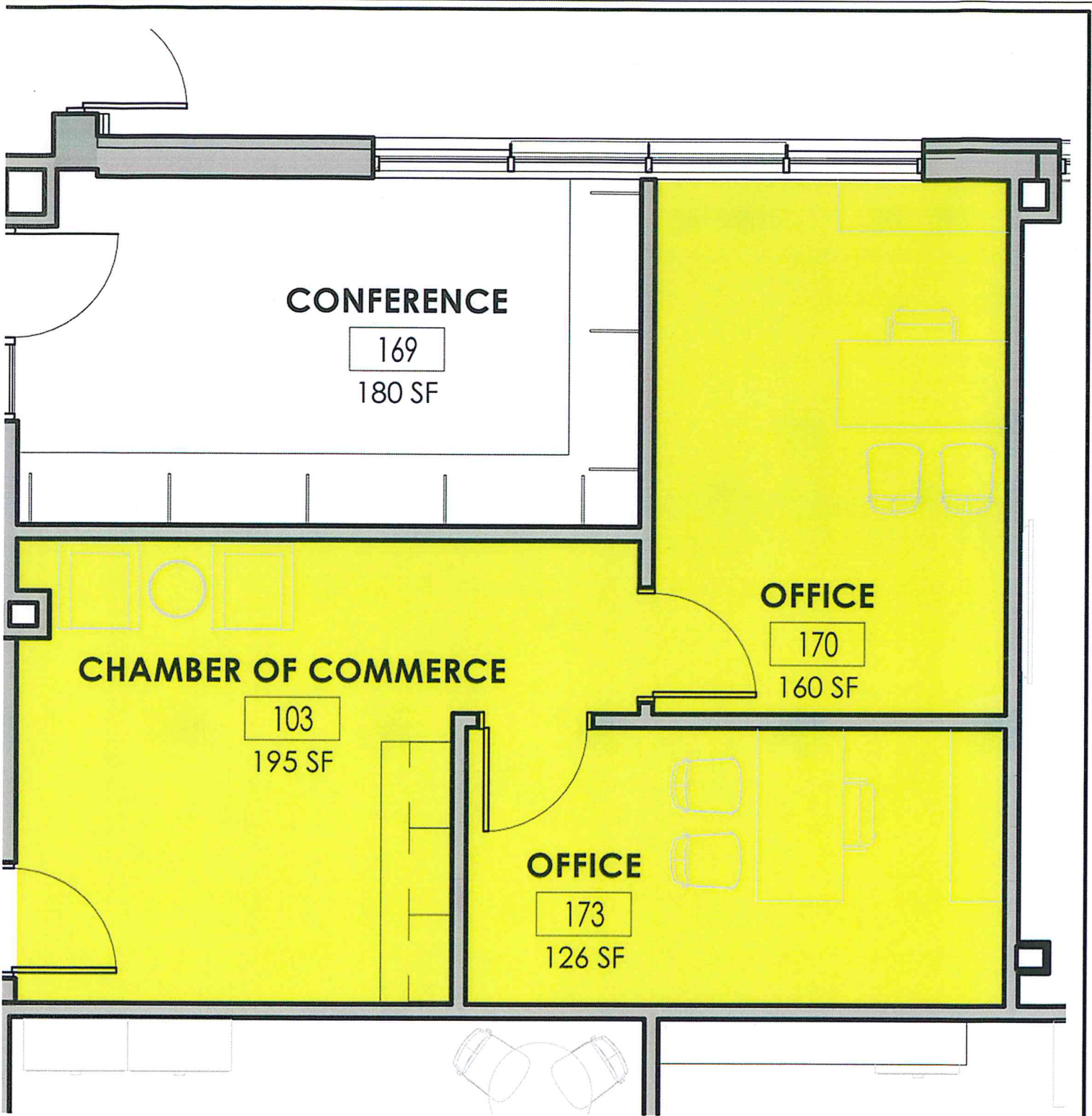
Rules and Regulations

1. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, any persons occupying, using, or entering the Building, or any equipment, finishings, or contents of the Building, and Tenant will comply with Landlord's reasonable requirements relative to such systems and procedures.
2. The sidewalks, halls, passages, exits, entrances, elevators, and stairways of the Building will not be obstructed by any tenants or used by any of them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, exits, entrances, elevators, escalators, and stairways are not for the general public, and Landlord will in all cases retain the right to control and prevent access to such halls, passages, exits, entrances, elevators, and stairways of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation, and interests of the Building and its tenants, provided that nothing contained in these rules and regulations will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities.
3. No sign, placard, picture, name, advertisement, or written notice visible from the exterior of the Premises will be inscribed, painted, affixed, or otherwise displayed by Tenant on any part of the Building or the Premises without the prior written consent of Landlord. All approved signs or lettering on doors will be printed, painted, affixed, or inscribed at the expense of the Tenant.
4. No tenant will in any way deface any part of the Premises or the Building. In those portions of the Premises where carpet has been provided directly or indirectly by Landlord, Tenant will at its own expense install and maintain pads to protect the carpet under all furniture having casters other than carpet casters.
5. Tenant will not alter, change, replace, or rekey any lock or install a new lock or a knocker on any door of the Premises. Landlord, its agent, or employees will retain a pass (master) key to all door locks on the Premises. Any new door locks required by Tenant or any change in keying of existing locks will be installed or changed by Landlord following Tenant's written request to Landlord.
6. Tenant will store all its trash and garbage within the Premises or in receptacles provided by Landlord. No material will be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal. Removal of any furniture or furnishings, large equipment, packing crates and packing materials will be the responsibility of each tenant and such items may not be disposed of in the Building trash receptacles. No furniture, appliances, equipment, or flammable products of any type may be disposed of in the Building trash receptacles.
7. Tenant will not conduct itself in any manner that is inconsistent with the character of the Building or that will impair the comfort and convenience of other tenants in the Building.
8. Neither Landlord nor any operator of the Parking Areas will be liable for loss of or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the Parking Areas, resulting from fire, theft, vandalism, accident, conduct of other users of the Parking Areas and other persons, or any other casualty or cause. Further, Tenant understands and agrees that: (a) Landlord will not be obligated to provide any traffic control, security protection or operator for the Parking Areas; (b) Tenant uses the Parking Areas at its own risk; and (c) Landlord will not be liable for personal injury or death, or theft, loss of, or damage to property. Tenant waives and releases Landlord from any and all liability arising out of the use of the Parking Areas by Tenant, its employees, agents, invitees, and visitors, whether brought by any of such persons or any other person.
9. No act or thing done or omitted to be done by Landlord or Landlord's agent during the Term of the Lease in connection with the enforcement of these rules and regulations

will constitute an eviction by Landlord of any Tenant nor will it be deemed an acceptance of surrender of the Premises by any Tenant, and no agreement to accept such termination or surrender will be valid unless in a writing signed by Landlord. The delivery of keys to any employee or agent of Landlord will not operate as a termination of the Lease or a surrender of the Premises unless such delivery of keys is done in connection with a written instrument executed by Landlord approving the termination or surrender.

10. In these rules and regulations, Tenant includes the employees, agents, invitees, and licensees of Tenant and others permitted by Tenant to use or occupy the Premises.

11. These rules and regulations are in addition to, and will not be construed to modify or amend, in whole or in part, the terms, covenants, agreements, and conditions of the Lease.



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