

## RESIDENTIAL LEASE

IF YOU HAVE QUESTIONS CONCERNING THIS CONTRACT, YOU SHOULD CONSULT AN ATTORNEY BEFORE SIGNING IT.

THIS LEASE AGREEMENT is made as of this date, \_\_\_\_\_ by and between \_\_\_\_\_ or their successors and assigns ("Landlord") and you, \_\_\_\_\_ (Tenant). Landlord hereby agrees to lease to Tenant and Tenant hereby agrees to lease from Landlord the Premises known as \_\_\_\_\_

1. **TERM:** This lease shall be for \_\_\_\_\_ months beginning \_\_\_\_\_ at 12:01 a.m. and ending \_\_\_\_\_ at 11:59 p.m.

2- **RENT:** Tenant's annual rent shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and shall be payable in advance, in monthly installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per month to be paid on the first day of each month, starting on \_\_\_\_\_. Rents are payable to Landlord and shall be deposited directly into Landlord's account at \_\_\_\_\_. Deposit slips bearing a designated account number shall be provided to Tenant. Please note that Landlord shall consider the rent paid on the date of deposit.

### 3. LATE CHARGES AND OTHER CHARGES:

- a. Rent shall be considered late unless it is received by Landlord within four (4) days after the due date. If rent is late, Tenant must pay a twenty five (\$25) Dollar late charge in addition to the regular rent payment. The late charge shall be payable along with the current month's rent.
- b. Tenant shall pay an additional charge of \$25 Dollars if Tenant's check is returned unpaid for any reason.
- c. If Tenant fails to pay any charges due under this paragraph, such charges will be added to Tenant's rent and Tenant shall pay them as additional rent.

### 4. SECURITY DEPOSIT:

- a. At the time this Lease is signed, Tenant shall deposit with Landlord a security deposit in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to secure Tenant's full and faithful performance of all terms and conditions of this Lease.
- b. The security deposit shall be returned to Tenant within the time allowed by law after the termination or expiration of this Lease, but only if Tenant has a) fulfilled all the terms of this Lease, b) vacated the premises; and c) returned the keys to Landlord. Landlord may deduct from Tenant's security deposit sufficient amounts to pay for (1) all rental obligations or other charges which have not been paid in full; (2) the costs of any repairs or replacements not resulting from normal wear and tear (3) a reasonable cleaning charge if Tenant does not leave the premises in a clean and rentable condition; (4) any other costs or expenses including attorneys' fees, arising from Tenant's failure to comply with the terms of this Lease.
- c. The security deposit may not be used as Tenant's last months' or any other months' rent.

5. **POSSESSION;** While Landlord shall make every effort to have the Premises ready on time, Landlord shall not be liable to Tenant for any damages resulting from Landlord's failure to deliver possession at the time agreed upon under this Lease. This Lease shall not be affected by any such failure but Tenant shall not be charged any rent until Tenant is given possession. Even if Tenant receives late possession, the Lease will still expire on the date indicated in paragraph 1.

**6. USE AND OCCUPANCY:**

- a. Tenant shall occupy and use the Premises as a private dwelling and for no other purpose. The premises shall not be used for babysitting or any other commercial purpose.
  - b. Tenant agrees to use and occupy the premises in a clean and safe manner and in accordance with all local, county, state and federal laws and regulations. Tenant shall not use the Premises or permit them to be used for any disorderly or unlawful purpose, or in any manner disturbing to neighbors.
  - c. Tenant agrees to take good care of the Premises and all equipment and fixtures contained in the Premises. Tenant shall be responsible for any damage to the Premises, its equipment or fixtures. The costs of repair or replacement shall be added to Tenant's rent, and Tenant shall pay them as additional rent.
7. PETS: Tenant shall not keep animals or pets of any kind on the Premises unless Tenant receives Landlord's prior written consent, which consent may be not be unreasonably withheld.
8. UTILITIES: Tenant shall arrange for and pay the following utility services required on the Premises: electricity, heat, telephone, cable. Landlord shall pay for water.

**9. LOCKS AND KEYS:**

- a. Tenant agrees to pay Ten Dollars (\$10) for each key lost. Tenant has received 2 keys. If Tenant fails to return these keys upon termination of this lease and landlord changes the lock, the costs of the lock change and new keys will be deducted from the security deposit.
- b. If Tenant locks itself out of the Premises, Landlord will charge a fee of Ten Dollars (\$10) to let the Tenant in the Premises.
- c. Tenant agrees not to change or add any additional locks without Landlord's prior written permission. If Tenant changes or replaces a lock, or adds a new lock, Tenant will promptly give Landlord a duplicate key at Tenant's expense and Landlord shall not reimburse Tenant for any cost or expense incurred by Tenant.

**10. ENTRY AND INSPECTION:**

- a. Landlord may enter the Premises during reasonable hours and with reasonable notice in order to inspect it and may show it to prospective purchasers at any time or to prospective tenants two months prior to the expiration term of the Lease. Landlord may also enter the Premises to make any alterations, repairs or improvements which Landlord shall deem necessary or desirable.
- b. Tenant's obligation to pay rent shall not cease during the period that Landlord is making any alterations, repairs or improvements unless otherwise stated in this Lease.

**11. ASSIGNMENT OR SUBLETTING**

- a. Tenant shall not assign this Lease or sublet or transfer the Premises or any part thereof without Landlord's prior written approval.
- b. Landlord's written approval of any assignment or subletting shall not act as a waiver of Landlord's rights to approve future assignments or subleases and does not relieve Tenant of Tenant's obligation to obtain Landlord's written approval for such future assignments or subleases.
- c. Tenant shall remain bound by the terms of this Lease, notwithstanding such assignment or sublease, even if Landlord accepts rent from an assignee or sublessee. Landlord will credit any amount that Landlord receives toward amounts owed by Tenant. Tenant shall be responsible for the acts of anyone on the Premises.

**12. LIABILITY:**

- a. Landlord shall not be liable for any loss or damage to Tenant's property located on the Premises or surrounding grounds or, absent negligence, for any personal injury to Tenant and Tenant's invitees.
- b. Tenant expressly waives all claims against Landlord for any property damage or personal injury except those claims occasioned by Landlord's negligence.
- c. Tenant is advised to maintain insurance to protect against property damage or personal injury to Tenant and Tenant's invitees.
- d. Tenant shall be responsible for the acts of Tenant's family, guests, employees, or others.
- e. Tenant shall not Keep or have on the leased Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased Premises, or that might be considered hazardous or extra hazardous by any insurance company.

**13. CHANGES, ALTERATIONS AND ADDITIONS:**

Tenant shall not make any structural changes, alterations, or additions without Landlord's express written consent. These shall include, but not be limited to, installation of heating or air conditioning equipment, paneling, or alteration or modification of air conditioning equipment, heating, or plumbing systems. Any structural changes, alterations, or additions made with Landlord's express written consent shall remain upon the Premises and become part thereof unless Landlord provides otherwise.

**14. RULES AND REGULATIONS:**

Tenant agrees to abide by all of Landlord's rules, and regulations which may imposed from time to time. Such rules and regulations are considered part of this Lease.

**15. REPAIRS:**

- a. Tenant shall take good care of the Premises, its fixtures and equipment, and keep them in good working order. Tenant shall immediately notify Landlord when any maintenance or repairs are necessary to the Premises. Landlord reserves the right to enter the Premises for purposes of maintenance and repair when Landlord deems necessary.
- b. Tenant shall be responsible for the costs of all maintenance or repairs resulting from Tenant's neglect, misuse or failure to take good care of the Premises.
- c. If Tenant fails to immediately notify Landlord of the need for repair or maintenance, and additional damage occurs to the Premises which could have been prevented if Landlord had been able to make prompt repairs, Tenant shall be responsible for the cost of repairing the additional damage even if the original damage was not Tenant's fault.
- d. If, upon demand by Landlord, Tenant fails to pay any costs due under this paragraph, such costs will be added to Tenant's rent.
- e. Tenant agrees that he has inspected the Premises and has found it to be safe and habitable, Tenant further agrees that no promise to alter, repair or improve the Premises has been made except as contained in this Lease.

**16. CASUALTY AND EMINENT DOMAIN:**

- a. If a substantial part of the Premises is damaged by fire, flood, or other type of loss (known as a casualty loss), or taken by eminent domain) (which is the power granted to certain governmental units such as the State of New York, Towns, and Counties, to take private property for certain uses) Landlord may terminate this Lease upon 30 days' notice to you. If the casualty or taking makes the Premises unable to be used for normal purposes, Tenant shall not required to pay rent for the time the Premises are unable to be used. If part of the Premises can be used, Tenant shall pay rent for the usable part, to be adjusted on a proportionate basis.
- b. In the event of fire or other casualty loss not caused by Tenant, Landlord shall only be responsible for repairing the damaged structural parts of the Premises or any equipment, fixtures, or furnishings originally installed by Landlord. Tenant is responsible for repair or replacement of Tenant's personal property.
- c. If Tenant causes fire or other casualty, all repairs will be made at Tenant's expense and Tenant will continue to pay the full rent due under the Lease. The cost of repairs shall be added to Tenant's rent.

**17. NOTICES:**

- a. If this Lease requires or allows Landlord to give notice to Tenant, this notice will be in writing and assumed received by Tenant if sent by certified or registered mail addressed to Tenant at the Premises, or if personally left with Tenant or other responsible person at the Premises. Landlord may also use any other method of giving notice which is permitted by law.
- b. If Tenant is required to give Landlord notice under this Lease, the notice shall be in writing and personally delivered or mailed to Landlord at: \_\_\_\_\_

**18 DEFAULT:**

- a. Tenant agrees that the happening of any of the following shall he considered an act of default
  - (1) Tenants failure to pay rent when due or to pay any other charge required under this Lease;
  - (2) Tenant's assignment or sublet of all or a portion of the Premises without Landlord's written approval;
  - (3) Tenant's abandonment of the Premises;
  - (4) Tenant's false or misleading statement in Tenant's Rental Application or in the Lease;
  - (5) Tenants use or occupancy of the Premises for an unlawful or illegal purpose;
  - (6) A termination of any utility service to the Premises required by Tenant to be provided under the terms of this Lease;
  - (7) Tenant's failure to comply with any other term, condition, covenant, obligation or agreement contained in or made part of this Lease.

**DEFAULT: (cont.)**

- b. In the event of an act of default as set forth in paragraph 19(A) of this Lease, Landlord may:
- (1) Commence an action to evict Tenant and recover all damages incurred by reason off Tenant's default as permitted by law and set forth in this Lease;
  - (2) If Tenant has abandoned the Premises, reenter and take possession of the Premises including all improvements, equipment and fixtures and remove any of Tenant's property, without Landlord being responsible for the condition of Tenant's personal property, by negligence or otherwise;
  - (3) Elect to treat the Lease as continuing and commence legal proceedings to recover any damages incurred; or
  - (4) Take any other action permitted to Landlord by law.
- c. If Landlord reenters and takes possession of the Premises, Landlord may, but shall not be obligated to, relet the Premises in whole or in part on Tenant's account, for any term. Landlord may charge any rent or no rent and give allowances to the new Tenant. Landlord may, at Tenant's expense, do any work or repairs Landlord deems necessary to prepare the Premises for reletting. Landlord shall receive all payments and apply the same, first to Landlord's costs and expenses incurred as a result of Tenant's default including costs of reletting the Premises, next to all amounts due or which may become payable under the terms of this Lease, and finally, the balance, if any, shall be retained by Landlord as liquidated damages. In no event shall Landlord's reentry or reletting be considered a termination of this Lease unless Landlord shall first give Tenant written notice of termination. Neither the expiration or termination of the Lease whether by summary proceeding or otherwise shall relieve Tenant of Tenant's liability to Landlord under the terms of the Lease, which shall survive termination or expiration until all amounts due Landlord are paid in full. Landlord reserves the right to terminate this Lease after reentry or reletting at any time by serving written notice of termination upon Tenant
- d. If Tenant defaults under the terms of this Lease as set forth in paragraph 19(A) herein, all rents and other charges due for the unexpired term shall become immediately, due and payable. Tenant shall also be responsible for all of Landlord's costs, including attorneys' fees, incurred by Landlord as a result of Tenant's default, whether or not any legal action is commenced. Landlord's right to attorneys' fees under this section is in addition to any other rights Landlord has to attorneys' fees under any other section of this Lease.

**19. SURRENDER OF PREMISES UPON TERMINATION:**

- a. Tenant shall move out of the Premises by 11:59 p.m. on the last day of the term of this Lease, or sooner upon early termination of this Lease as permitted under this lease or by law.
- b. In order to extend or renew this Lease, Landlord shall receive written notice of Tenant's request for extension or renewal at least sixty (60) days prior to the last day of the term as set forth in paragraph (1). Landlord reserves the right to deny such extension or renewal in Landlord's sole discretion.
- c. if Tenant holds over past the termination of this Lease, Tenant shall be treated as a month to month Tenant subject to the provisions of this Lease, but Tenant's monthly rent shall increase to One Thousand Dollars (\$1000) per month, payable in advance on the first day of each month.

**20. ATTORNEYS<sup>1</sup> FEES:**

If Landlord commences an action against Tenant for wrongful withholding of possession of the Premises, for recovery of rent or other charges due under this Lease, or because Tenant fails to perform any of Tenant's obligations pursuant to this Lease, Tenant shall pay to Landlord reasonable attorneys fees. Such attorneys' fees shall be deemed to have accrued at the commencement of such action and shall be paid whether or not the action is prosecuted to judgement.

**21. SUBORDINATION:**

Tenant agrees that this Lease is subject to all underlying leases and mortgages affecting the Premises and all renewals, modifications, or amendments thereof.

**22. REMEDIES NOT EXCLUSIVE:**

Each of the rights and remedies given to Landlord in this Lease or by law are cumulative and the exercise of one right or remedy does not prevent Landlord from exercising any other right or remedy.

**23. LIABILITY OF MORE THAN ONE TENANT:**

If this Lease is signed by more than one person as Tenant, then each of the persons signing shall be liable individually and together under the terms of the Lease. Tenant shall not have to sue or proceed against all parties, but may sue or proceed against any of them to enforce Landlord's rights and remedies under the Lease.

**24. SEVERABILITY:**

If any provision of this Lease should be or become invalid, all other provisions of the Lease shall remain in full force and effect.

**25. WAIVER:**

Landlord's waiver of any provision of this Lease shall not be construed as a waiver of a further violation of such provision. Landlord shall not be deemed to have waived any of Landlord's rights unless such waiver is in writing and signed by Landlord, and only to the extent set forth in the waiver.

**26. WRITING:**

This agreement constitutes the sole and exclusively writing evidencing all of the terms of this Lease, and it replaces and supercedes all prior oral and written agreements and exclusively determines the rights and obligations of the parties. This Lease may not be supplemented by any other agreement, (except the Rental Application and Premises Condition Statement) oral or written, and may not be modified, changed, or waived except upon a writing executed by all parties to this Lease.

**27. CHOICE OF LAW:**

The validity, interpretation and construction of this Lease shall be determined by New York State law.

28 Tenant shall not permit others to occupy the Premises without the express written consent of the Landlord, and any violation of this provision shall constitute a breach of contract and result in eviction.

29. Tenant is responsible for snow removal, sanding, salting of driveway and walkways as required.

30. Tenant agrees to pay additional rent of \$25 per month for use of Landlord's washer and dryer. In the event that washer or dryer become inoperable Landlord may elect to remove the appliances without further obligation. Landlord may elect to remove appliances at its discretion.

31. Tenant shall not park any motorized vehicles on the lawn.

**32. MISCELLANEOUS:**

The following additional terms apply to the rental of the Premises:

---

---

---

---

---

