

# Lease Agreement

THIS AGREEMENT MADE, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between:

**(1) PARTIES:**

**LANDLORD:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TENANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If there is more than one Landlord or Tenant, the words "Landlord" and "Tenant" used in this Lease include them.

**(2) TERM:** Beginning \_\_\_\_\_  
Ending \_\_\_\_\_

**(3) PREMISES RENTED:** \_\_\_\_\_  
\_\_\_\_\_

**(4) TOTAL RENT:** \$ \_\_\_\_\_

**SECURITY DEPOSIT:** \$ \_\_\_\_\_

**KEY DEPOSIT:** \$ \_\_\_\_\_

The balance of the rent in the amount of \$ \_\_\_\_\_ is to be paid in \_\_\_ equal installments of \$ \_\_\_\_\_; payable in advance on the first day of each month. Money due at Lease signing will be \$ \_\_\_\_\_ for Security Deposit. Key deposit of \$ \_\_\_\_\_ is due at move-in.

**(5) LATE CHARGES:**

Any installment of rent not received by the close of business on the 5<sup>th</sup> day of the month will incur a late charge of 5% of the total monthly installment, with a minimum of \$25.00.

In the event that a check or money order, tendered to the Landlord for any payment due under the Lease, is refused by Landlord's bank as not negotiable for any reason, such amount shall remain due and owing, shall be deemed late if tendered for rental payments, and the Tenant shall indemnify the Landlord a service charge of Thirty Five Dollars (\$35.00) in addition to a late charge.

**(6) ADDITIONAL RENT**

Any and all charges due from Tenant under this Lease shall be deemed to be "Additional Rent". Such charges may include, but not be limited to, late fees, attorneys' fees, court costs, repair costs incurred as a result of Tenant's negligence, etc.

**(7) SECURITY DEPOSIT**

Tenant's Security Deposit may be used by Landlord to apply towards unpaid Rent or Additional Rent charges in the event of late payment or no payment from Tenant. If Tenant causes damage to the Premises during the Term that requires immediate repair, Landlord may use all or a portion of the Security Deposit to pay for the repairs. If all or a portion of Tenant's Security Deposit is applied to unpaid Rent or Additional Rent, Tenant shall replenish the Security Deposit upon demand. Under no circumstances may Tenants designate their Security Deposit to be used as Rent during the Lease Term.

**(8) UTILITIES** (*initial box that applies*)

Tenants are responsible for all utilities.

Tenants are responsible for water bills (which shall be billed to Tenants by Landlord on a quarterly basis. Any unpaid water bills may be deducted from Tenant's Security Deposit at the end of the Term.

All utilities are included in Tenants' Rent. Utilities are for Tenants' personal use only. Landlord reserves the right to bill Tenant for any excessive utility charges that may accrue due to Tenants' misuse or overuse of any utilities.

Tenants are responsible for all utilities except hot water.

Tenants are responsible for electric and cooking gas only.

Premises are to be heated at all times to a minimum of 50 degrees to protect against any damages from freezing.

**(9) Liability:** The tenants are jointly and severally liable for the performance of all obligations under this Lease. This means that, if more than one person has signed this Lease, then each one of them, as well as all of them collectively, is individually responsible for the fulfillment of each and every condition of the Lease, including payment of the entire rent amount.

**10. Delivery of Possession of Lease Premises:** If Landlord does not deliver possession of the Lease Premises to Tenant within 4 days after the start of the Lease term, Tenant may declare this Lease null and void. If the delay is due to construction or repair of the Lease Premises, then this grace period shall be extended for an additional 4 days. Should any such delay occur, Landlord must inform Tenant in writing of the date on which possession of the Lease Premises may be had, and Tenant shall pay only a pro-rata portion of the monthly installment for the days on which the premises were occupied. The Lease Term shall not be extended by any delay in delivery of the Lease Premises.

**11. Landlord's failure to deliver:** In the event Landlord fails to deliver possession of the Lease Premises within the grace period described above, Tenant may terminate the Lease by giving Landlord written notice of such, which shall render the Lease null and void. At Tenants option, the Landlord may provide Tenant with comparable accommodations at an equal rental rate. Otherwise, Landlord must, upon receipt of Tenant's written termination notice, immediately return the full amount of the deposit to Tenant, together with any other funds paid by Tenant to Landlord and together with Tenant's actual damages, not to exceed an amount greater than the sum of two (2) months installment of Rent.

**12. Conditions and Inventory Statement:** On the day Tenant takes possession of the Lease Premises, Landlord shall provide Tenant with a Condition and Inventory Statement form, on which Landlord and Tenant shall indicate the current condition of the Lease Premises and all fixtures and furnishings contained in the Leases Premises. Landlord and Tenant shall sign two (2) copies of the Condition and Inventory Statement and each shall keep one signed copy. Tenant shall return the Lease Premises at the end of the Lease Term in the condition in which the Lease Premises were found, reasonable wear and tear excepted.

**13. Maintenance and repairs:** The Lease Premises shall be in good repair and suitable condition for human habitation at the time possession is delivered to Tenant. Landlord shall maintain the Lease Premises in such good repair and condition throughout the Lease Term and shall do the same for any common areas used by Tenant. In the event that something needs repair, Tenant shall notify Landlord promptly and Landlord shall make all appropriate arrangements for such repair and shall complete such repair within five (5) business days. If the repair is such that it cannot be made within 5 business days, then Landlord shall act promptly and expeditiously to have the repair completed as quickly as is practical, and shall notify Tenant in writing of the expected completion date. In the case of a system failure or other problem that renders the Lease Premises uninhabitable, such as a furnace failure in the winter (not caused by power outage) or no running water at any time of the year, Landlord shall repair that failure or problem immediately.

**14. Premises Uninhabitable:** If through any natural or extraordinary force, or due to the negligence of a third party (not Landlord or Tenant), the Lease Premises are rendered uninhabitable, this Lease may be terminated by either party at that party's election. Upon such termination, all prepaid rents and refundable security deposit shall be refunded to Tenant. If substitute housing is not provided, Landlord elects to restore the Lease Premises, and Tenant chooses not to terminate this Lease, the Tenant shall be entitled to a pro-rata reduction of the monthly installment for the period of time during which the Lease Premises were uninhabitable.

**15. Notices:** All written notices or demands shall be served either by person or by regular or certified mail. Notice to Landlord shall be given at the address listed at the start of this Lease. Notice to Tenant shall be given at the Lease Premises or at the permanent residence address listed at the start of this Lease.

**16. Landlord's Right to Enter Lease Premises:** Landlord may enter the Lease Premises only if in the following situations: (a) in case of emergency; (b) to make necessary or agreed-upon inspections, repairs, alterations or improvements; (c) to supply necessary or agreed-upon services; (d) to show Lease Premises to prospective tenants or purchasers; (e) upon Tenant's abandonment of the Premises; (f) pursuant to court order; and (g) with Tenant's consent. Except in cases of emergency, abandonment, or Tenant consent, entry may only be made after reasonable notice to Tenant, and then such entry shall be made only between the hours of 8:00 a.m. and 8:00 p.m.

**17. Remedies for Tenant Default:** If Tenant fails to perform any term, covenant or obligation under this Lease, and that failure continues or re-occurs after written demand for compliance with the Lease has been given to Tenant by Landlord, then Landlord may elect to declare the Lease forfeited and may proceed to recover possession of the Lease Premises from Tenant. If Tenant breaches the Lease by abandoning the Lease Premises, the Landlord may declare the Lease terminated and of no further force or effect. Absence from the Lease Premises for the duration of semester breaks or breaks between semesters shall not be deemed abandonment of the Premises.

**18. Remedies for Landlord Default:** If Landlord fails to perform any term covenant or obligation under this Lease, and that failure continues or re-occurs after written demand from Tenant for Landlord's compliance with the Lease, then Tenant may declare Landlord in breach and the Lease of no further force or effect. This declaration must be in writing and served upon Landlord in accordance with the Notice provision in Paragraph 7 above, in order to be effective. After such termination, Landlord must return to Tenant all prepaid rents and the refundable portion of the security deposit.

**19. Duty to Mitigate:** Landlord must attempt to mitigate damages caused by Tenant's default, by making reasonable efforts to re-let the Lease Premises. Landlord shall have complied with this duty if Landlord places a newspaper advertisement for this purpose and that advertisement runs for three (3) consecutive days during a one month period. Tenant must also attempt to mitigate damages caused by Landlord's default, by making a prompt, good faith effort to secure housing at a rental amount similar to that charged by Landlord for the Leased Premises.

- 20. Dispute Resolutions:** In the event Landlord and Tenant are unable to resolve a dispute or claim arising between them in connection with this Lease, either party may submit that dispute or claim to any alternative dispute resolution service, including mediation services or judge. PARC (Program on the Analysis and Resolution of Conflicts), or Student Legal Services. This provision shall not prevent the parties from choosing another forum for their dispute, however. It is not meant, nor shall it be deemed, to require mediation or arbitration or to limit the parties remedies in any way.
- 21. Additional Rules and Regulations:** Landlord's Rules and Regulations pertaining to the Lease Premises, if any, shall be signed by Tenant and attached to this Lease, and shall be incorporated into this Lease as if stated in full herein. Other Rules and Regulations may be added after commencement of the Lease Term, but must be provided to Tenant in writing, must have a reasonable basis and legitimate purpose, must be fairly and equally enforced, and may not significantly modify to Lease Agreement.
- 22. Sublease or Assignment:** Only those persons whose names appear on this Lease may remain as residents or guests for more than one (1) week. Additional residents may be added with the written permission of the Landlord, who may adjust the rent accordingly. Subletting is allowed with a written contract. If you sublet, the rent payment must be made to the Landlord by the original Leaseholders. The sub-letters must pay the Leaseholder.
- 23. Noise and Nuisance:** Tenant shall observe city ordinances that prohibit any excessive noise or creating any nuisance that crosses property lines thereby that disturbs the peace of neighboring residents. This ordinance is in effect 24 hours a day.
- 24. Pets:** NO PETS are allowed in the Lease Premises or any part of the building, **unless** Landlord has consented in writing in advance to such and Tenant has paid Landlord a Pet Deposit.
- 25. Use of Premises:** The Premises are to be used for lawful residential purposes only.
- 26. Legal Fees:** In the event of any legal action between the parties concerning this Lease, the losing party shall pay to the prevailing party that party's collection expenses, court of mediation costs and disbursements, and reasonable attorney's fees.
- 19. Lease Renewal:** Landlord is not required to renew this Lease at the end of the Lease term. After providing Tenant with the terms of a new Lease for a term commencing after the end of the Lease Term specified herein, Landlord may ask Tenant to sign a new Lease at any time.
- 27. Covenants and Conditions:** Each term and provision of this Lease shall be deemed a covenant (a promise to perform) and a condition.
- 28. Inspection at End of Lease Term:** When possession of the Lease Premise is returned to Landlord (no later than 12:00 p.m. on the last day of the Lease), Landlord and Tenant shall conduct a joint inspection of the premises and the furnishings and fixtures contained therein, by appointment only (made at least 3 days prior to move out date). A Final Condition and Inventory Statement shall be completed during the inspection and compared with the original Condition and Inventory Statement prepared at the start of the Lease term. Landlord and Tenant shall sign two (2) copies of the Final Statement and each shall retain a signed copy. If Tenant fails to make an appointment with Landlord for inspection or Tenant wishes to leave earlier than the scheduled time, Tenant may turn keys over to Landlord and Landlord will do the inspection as soon as possible (within 24 hours). Within twenty-one (21) days after the ending date of Lease, Landlord shall return to Tenant a check in the amount of the security deposit minus any deductions made for property damage in accordance with the Final Condition and Inventory statement.
- 29. Mowing and Shoveling:** It is the responsibility of the Landlord to keep shrubbery neatly trimmed, to mow the lawn during growing season to insure that grass never exceeds eight (8) inches and snow removal during the snow season.
- 30. Trash:** Tenant agrees to put trash out after 6:00 p.m. on the night before pickup in securely tied plastic bags and sturdy trash barrels with tight lids to prevent animal spillage of trash and garbage. Trash

receptacles shall be returned to storage the same day as pickup. It is the responsibility of Landlord to provide garbage cans. Tenants agree to familiarize themselves with the city recycling regulations and to comply fully with those regulations.

**31. Parking:** Tenants will park as instructed by Landlord. It is a violation of city ordinances to park on lawns and to block sidewalks. If Tenant parks on a lawn or blocks a sidewalk, Tenants vehicle will be towed without warning or notice by Landlord or a company designated by Landlord to tow said vehicle. Tenant will be responsible for all towing fees associated with towing the vehicle.

**32. Parties:** Live bands or open parties are strictly prohibited at all times.

**33. Alcohol sale:** This property is leased as a private residence and the sale of alcohol or distribution of alcohol to minors is prohibited.

**34. Returned check charge:** If a rent check is returned unpaid by the Tenant's bank for any reason, the Tenant agrees to pay return check fee of \$35.00 incurred by Landlord together with a 5% late fee.

**35. Quiet enjoyment and habitability:** Subject to the terms of this Lease, as long as Tenant is not in default, Tenant may peaceably and quietly have, hold and enjoy the apartment for the term. Landlord states that the Premise is fit for human living and there is no condition dangerous to health, life or safety.

**36. Default by Tenant:** Tenants shall be in default of the Lease:

- a) If they fail to pay any installment of Rent or Additional Rent on time and in full;
- b) If more than three complaints about the Tenants are received from neighbors during the Lease Term;
- c) If Tenants are found to have violated any of the Rules listed below.
- d) If Tenants allow individuals not indicated on the Lease to reside in the Lease Premises for more than one week without Landlord's Permission.

In the event of a Tenant Default other than the non-payment of Rent, Landlord may send Tenant written notice that the Lease is terminated. Upon receipt of such notice, Tenant must immediately vacate the Premises. With regard to the non-payment of Rent, Landlord shall be required to follow the procedures set forth in the Real Property Actions and Proceedings Law.

### **Additional Rules Governing Tenancy**

If Tenant wants to Lease Premises for the following year, Tenant should contact Landlord early in fall as prospective tenants begin calling early September looking for housing for the following year. Landlord will be contacting Tenant regarding plans for next Lease year in September.

Tenants may not paint or make any material changes to any part of the Premises without written permission from Landlord.

**Landlord insures only the building, not the contents. Tenant s may obtain Renter's Insurance if they want to insure their belongings.**

Tenant agrees to keep grounds neat and free of litter.

Landlord has provided Tenants with one or more smoke detectors as required by law. If battery powered smoke detector beeps intermittently, Tenant agrees to contact Landlord immediately for battery replacement. Tenant agrees to maintain all smoke detectors in good operating condition at all times (do

not remove batteries from detectors). Your life may depend on your smoke detector.

Candles or open flame of any kind, except for gas ranges as provided with Premises or properly maintained fireplaces are strictly prohibited.

Tenants agree not to go on roof at any time for any reason.

Tenants agree not to attach lock, hasp, or other device that can lock a room from the outside.

Tenants agree NOT to store bicycles inside the house. They may be stored in the basement, brought in through side door into basement.

**Tenants agree not to use double-sided adhesives, or any kind of tape to hang items on walls. Thumb tacks or push pins may be used sparingly.**

Free washers and dryers, where provided, are for the use of Tenants only. Landlord may elect to remove washers and dryers from Premises where they are used by anyone other than Tenants.

Tenants agree to exercise care in the use of the sewer, including disposing of diapers, tampons, and the like through the trash rather than through the plumbing. If the sewer becomes blocked by anything other than roots or a defect in the sewer line itself, Tenant agrees to pay the cost of sewer cleaning.

Landlord is not responsible for any of Tenants' belongings that are put in the basement. If Tenants store belongings in basement never place them on the floor.

**Landlord is not responsible for chimney sweeping and makes no representation as to fitness of any fireplace for Tenants' use.** If Tenants wish to use the fireplace, Tenants must provide Landlord with a copy of a receipt showing that the chimney has been inspected and either swept or deemed clean by a professional chimney sweep within the previous year. Should there be a fire or other problems arising from the use of the fireplace and should a receipt from a professional chimney sweep not be on file with the Landlord, Tenant assumes full and sole liability for any damages that may ensue.

Belongings of people other than those who appear on this Lease may not be stored in the Premises.

The use of electrical space heaters and air conditioning devices are not to be used without written permission from Landlord.

Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties.

**1<sup>st</sup> monthly installment is due on or before the lease starting date**

## **MOVE –IN / MOVE-OUT PROCEDURES**

1. Move-in inspections are by appointment **ONLY**. Please note that we **DO NOT** do move-in inspections on weekends.
2. We do a thorough move-in check list for the Tenant before Tenant takes possession of apartment/house, this protects both parties.
3. **DO NOT** use screws, large nails, adhesive squares. You may use push pins or small picture hooks to hang pictures on walls but not in excess.
4. Beware of scratching hardwood floors, use carpet squares or the like under chairs, especially dining room chairs and desk chairs. Using a piece of carpet, in the winter season, in your entry will protect your floors too.
5. **DO NOT** paint anything in apartment/house without prior written permission of Landlord.
6. Always report any water leaks or clogged drains to Landlord.
7. When preparing your apartment/house for a move-out inspection we suggest you do the following:
  - Clean bathroom thoroughly using bleach if necessary
  - Clean out kitchen cupboards, refrigerator, stove/oven
  - Sweep/vacuum all floors/carpets throughout, mop if necessary
  - Wipe down window sills and baseboards in all rooms
8. Do not attempt to repair holes in walls.

**LANDLORD:**

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**TENANT:**

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**TENANTS HAVE RECEIVED A COMPLETE COPY OF LEASE.**

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## LEAD PAINT ADDENDUM

New York State law requires every Landlord to give renters the information about lead paint in homes found at <http://www.epa.gov/lead/leadpdf.pdf>

To show that Landlord follow that requirement, Tenant must sign the standard form below, provided by the state.

### Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre- 1978 housing, Landlord must disclose the presence of known lead-based paint or lead-based paint hazards in dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

### Landlord's Disclosure

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Landlord has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant has received the pamphlet "Protect Your Family from Lead in Your Home".

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_