

RENTAL AGREEMENT

Rental address: _____ Apartment No. _____

Rental Agreement is between _____ (OWNER) and

_____ (Tenant) Rent: \$ _____/month

Term Beginning: _____ Monthly Rent: \$ _____
Term Ending: _____ Security: \$ _____ (DUE at lease signing)

AGREEMENT: In this agreement, the Residents named above agree to rent the above property for the stated term, and thereafter from month to month, and Owner agrees to lease the same apartment to Residents for the same period of time, at the stated initial rental rate. Residents: The Following persons, and only those named herein, shall reside in this apartment:

FAILURE TO GIVE POSSESSION: If, due to causes beyond its control, including but not limited to, the holding over of a previous resident, Owner is unable to give possession of the apartment to Resident on the date promised, Owner shall not be subject to any liability for this failure to give possession. In this event, Resident does not have to start paying rent until he is offered possession of the apartment.

UTILITIES: Tenant is responsible for obtaining and paying for the following utilities which are metered solely to the lease unit listed above:

_____ Electric _____ Other
_____ Natural Gas/Oil/Propane/

ASSIGNMENT AND SUBLEASE: Tenant must not assign this Lease or sublet all or part of the Premises or permit any other person to use the Premises. If Tenant does, Landlord has the right to cancel the Lease as stated in the tenant's Default section.

PARKING: This property has 2 off-street parking spaces for use by specified Residents. Use of one parking space is/is not included in this Lease Agreement. _____ (initials). Automobile must be registered with Landlord.

TERMINATION OF TENANCY: To terminate this Agreement, Tenant must have satisfied the Term of the Agreement. Tenant must give Landlord 30 days written notice before moving from the unit. If the Tenant does not give the full 30 days notice, the Tenant will forfeit his/her security deposit and shall be liable for rent up to the end of the 30 days for which notice was required or to the date the unit is re-rented, whichever comes first. Any termination of this Agreement by the Landlord must be carried out in accordance with State and local law, and the terms of this Agreement. The Landlord may terminate this Agreement for The Tenant's material noncompliance with the terms of this Agreement; or

- **Other good cause, which includes but is not limited to the tenant's refusal to accept the Landlord's proposed change to this Agreement. Termination for "other good cause" may only be effective as of the end of any initial or successive term.**
Material noncompliance includes, but is not limited to,
- **Nonpayment of rent beyond any grace period**
- **Failure to reimburse the Landlord within 30 days for repairs made to the Premises for which the Tenant is responsible;**
- **Illegal activities occurring on the Landlord's property by tenant, tenant's family or tenant's guests;**
- **Repeated late payment of rent;**
- **Permitting unauthorized persons to live in the unit;**
- **Serious or repeated damage to the unit or common areas and/or creation of physical hazards**
- **Repeated warnings regarding improper disposal of trash and debris**
- **Serious or repeated interference with the rights and quiet enjoyment of other tenants or neighbors**
- **Inability to secure or maintain utility services**
- **Providing false information regarding income or other factors considered in determining the Tenant's eligibility for the unit**

If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice of the proposed termination, If the Landlord is terminating this Agreement for "other good cause", the termination notice must be received by the tenant at least 30 days before the date the tenant will be required to move from the unit.

RULES AND REGULATIONS: The Tenant acknowledges that he/she has read the rules and regulations made a part of this Lease and further agrees that he/she will observe and comply with these rules and regulations. The Landlord will give 60 days prior notice to the Tenant of any new rules and regulations adopted by the Landlord. Tenant will have option out of lease should he/she not agree to term changes. The enforcement of these rules and regulations is totally within the control of the Landlord, and the Landlord is not liable to the Tenant if another tenant violates these rules. Tenant must, at Tenant expense, promptly comply with all laws, orders, rules, requests and directions, of all government authorities, Landlord's insurers or similar groups. Notices received by Tenant from any other authority or group must be promptly delivered to the Landlord. Tenant may not do anything which increases the Landlord's insurance premiums.

TENANT'S ADDITIONAL OBLIGATIONS: Tenant shall keep the grounds and common areas of the building as well as the Premises themselves neat and clean. Tenant agrees to not use any of the equipment or fixtures in the Premises for any other purpose other than that for which said equipment, fixtures or plumbing were designed. Any damage resulting from the misuse of such equipment, fixtures and plumbing shall be paid for by the Tenant and shall be due and payable to Landlord on demand. All equipment or the like, if any, provided by the Landlord and included within the terms of this Lease shall be returned to the Landlord at the end of term of this Lease; any earlier termination in as good condition as possible taking into account reasonable wear and tear. If the Tenant vacates the Premises or is disposed and fails to remove any of the Tenant's furniture, clothing or personal belongings, those items shall be considered abandoned by the Tenant and the Landlord shall be authorized to dispose of those items as the Landlord sees fit, consistent with New York State Law.

Repairs: The Tenant is responsible for those repairs to the apartment and replacement to equipment and fixtures in the Premises whenever the need results from the Tenant's acts or neglect. Any such costs shall be due and payable to the Landlord upon demand.

Alterations: The Tenant agrees not to make any alterations to the Premises without the Landlord's written permission and any alterations and improvements made by the Tenant after obtaining written permission of the Landlord shall be paid at the sole expense of the Tenant and will become property of the Landlord and be left behind in the Premises at the end of the term of this Lease. The Landlord has a right to demand that the Tenant remove the alterations and installations before the end of the term of this Lease. That demand shall be by notice, given at least 15 days before the end of term and removals shall be at the sole expense of the Tenant. The Landlord is not required to complete or pay for any of the work involved in the installation or removal of the alterations.

LANDLORDS LIABILITY: The Landlord is not responsible for any loss, expense or damage of any kind to any person or property, unless it occurs as a result of negligence of the Landlord. The Tenant must pay for any damages suffered and money spent by the Landlord relating to any claim arising from any act or neglect of the Tenant. The Tenant is responsible for all of his or her own acts, the acts of his or her own family, employees, guests, and invitees. If, as a result of labor trouble, lack of supply, Tenant's act or neglect, government orders, rules or regulations, or any other causes not fully within the Landlord's reasonable control; the Landlord is delayed or unable to keep promises as set forth in the Lease, supply any services which the Landlord is to supply under this Lease, make any repairs or change in the Premises, the Lease shall not be ended nor shall the Tenant's obligations be affected by the Landlord's inability to perform. **The tenant is strongly encouraged to procure renter's insurance.**

Fire, Accident, Defects and Damage: Tenant must give prompt notice of fire, accident damage or dangerous or defective condition. If the premises cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises is unusable. If part of the premises cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the premises is usable. Landlord need only repair the damaged structural parts of the Premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by the Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under the Landlord's control. If the fire or other casualty is caused by an act or neglect of Tenant or guest of tenant, then the cost of all repairs will be added to rent. Landlord has the right to demolish or rebuild the building if there is substantial damage by fire or other casualty. Even if the Premises are not damaged, Landlord may cancel this Lease within 30 days after the fire or casualty by giving tenant notice of the Landlord's intention. The Lease will end 30 days after the Landlord's cancellation notice to Tenant. Tenant must deliver the Premises to Landlord on or before the cancellation date in the notice and pay all rent due. If the Lease is cancelled, the Landlord is not required to repair the Premises or the Building.

ENTRY BY LANDLORD: The Tenant agrees to allow the Landlord to enter the Premises at any reasonable hour to inspect, install or work upon any fixture or equipment in said Premises and to perform such other work that the Landlord may decide is necessary. Landlord will provide a minimum of three days notice except in the case of an emergency maintenance or safety condition. In addition, Tenant agrees to permit the Landlord to show the Premises to persons wishing to hire or purchase the same, during reasonable hours of any day during the term of Lease, Tenant will permit the usual notices of "To Let" or "For Sale" to be placed upon conspicuous portions of the walls, doors, or windows of said Premises and remain thereon without hindrance or molestation.

Keys and Locks: The Tenant agrees not to install additional or different locks on any doors or windows of unit. Upon request, Landlord will change locks for the tenant at tenant's expense. When this agreement ends, Tenant agrees to return all keys belonging to the dwelling unit and to the building to the Landlord. Failure to return keys will result in a damages charge against tenant's security deposit to replace locks and keys.

Notices: Any notice given by one party to the other must be in writing and mailed to or personally served on the Tenant at the Premises or the Landlord at the address set forth in the beginning of this Lease. Any notice sent by mail will be considered delivered on the day it was mailed. Landlord agrees to provide Tenant with written notice if Landlord changes the address to which notices must be sent.

Lease, Parties upon Whom Binding: This Lease is binding upon the Landlord and the Tenant and their respective heirs, distributes, executors, administrators, successors and lawful assigns.

Space "As Is": Tenant has inspected the Premises and states that it is in good order and repair and takes the Premises "as is". The Tenant and the Landlord will conduct a joint inspection prior to the Tenant entering occupancy. After the Tenant vacates the Premises, the Landlord will inspect the Premises for damages. The Tenant should accompany the Landlord at move out inspection and should notify Landlord of his/her intention to do so. After each such inspection, the Landlord will provide the Tenant with written statement of Premises condition and listing defects, if any.

Term: At the time of Lease Term Ending, the agreement becomes will continue for successive terms of one month unless terminated as permitted in paragraph 12 of this Agreement.

The Parties have entered into this Lease on the date stated above. This Lease is effective when landlord delivers to tenant a copy signed by all parties.

My initials confirm receipt of the following attachments.

Attachment No. 1 House Rules _____
Attachment No. 2 Lead-based Paint disclosure Form _____

List All Additional Occupants:

It is understood that the lease agreement pertains to all occupants listed on this lease agreement. Any additional occupants must first be pre-screened and approved for residency by the landlord in writing. Any additional occupants will increase the monthly rent by \$100.00 per person, per month.

LANDLORD: _____

By: _____ **date:** _____

Tenant: _____ **date:** _____