

RESIDENTIAL LEASE AGREEMENT (NY)

RESIDENTIAL LEASE/RENTAL AGREEMENT

PARTIES:

LESSOR: _____

LESSEES: _____

PROPERTY ADDRESS:

_____, _____

1. **RENTAL AMOUNT:** Commencing _____ LESSEES agree to pay LESSOR the sum of \$_____ per month in advance on the first day of each calendar month. Said rental payment shall be delivered by LESSEES to LESSOR or his designated agent at the following location:

Mailing Address

_____, _____

Rent must be actually received by LESSOR, or designated agent, in order to be considered in compliance with the terms of this agreement.

2. **TERM:** The premises are leased on the following lease term: _____ to

3. **SECURITY DEPOSITS:** LESSEES shall deposit with LESSOR the sum of \$_____ as a security deposit to secure LESSEES' faithful performance of the terms of this lease. The property has been professionally cleaned prior to commencement of the lease. After all the LESSEES have vacated, leaving the premises vacant, the LESSOR may use the security deposit for any unusual wear and tear to the premises or common areas, and any rent or other amounts owed pursuant to the lease agreement. If the LESSEES have not caused the premises to be professionally cleaned prior to vacating the premises, LESSOR may use the security deposit to professionally clean the premises.

LESSEES may not use said security deposit for rent owed during the term of the lease. Within

_____ days of the LESSEES vacating the premises, LESSOR shall furnish LESSEES a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT. If TENANT fails to furnish a forwarding address to LESSOR, then LESSOR shall send said statement and any security deposit refund to the leased premises.

4. INITIAL PAYMENT: LESSEES shall pay \$_____ which is the prorated amount for the remaining _____ days in _____ and the security deposit in the amount of \$_____ for a total of \$_____. Said payment shall be made in the form of cash or cashier's check and is all due on _____.

5. OCCUPANTS: The premises shall not be occupied by any person other than those designated above as LESSEES.

6. SUBLETTING OR ASSIGNING: LESSEES agree not to assign or sublet the premises, or any part thereof, without first obtaining written permission from LESSOR. LESSOR shall undertake a good faith review of any petition to sublet the premises for a period of three _____ months or less.

7. UTILITIES: TENANT shall pay for all utilities and/or services supplied to the premises with the following exception: HEAT, HOT WATER, SEWER, WATER.

8. CONDITION OF PREMISES: LESSEES acknowledges that the premises has been inspected. LESSEES acknowledge that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. Notice of any exceptions must be reported to LESSOR by _____, including photographic evidence. LESSEES promise to keep the premises in a neat and sanitary condition and to immediately reimburse LESSOR for any sums necessary to repair any item, fixture or appurtenance that needed service due to LESSEES', or LESSEES' invitee, misuse or negligence.

LESSEES shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred. LESSEES shall also be responsible for repair or replacement of the garbage disposal where the cause has been a result of bones, grease, pits, or any other item which normally causes blockage of the mechanism.

9. ALTERATIONS: LESSEES shall not make any alterations to the premises, including but not limited to installing arials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from LESSOR. LESSEES shall not change or install locks, paint, or wallpaper said premises without LESSOR'S prior written consent, LESSEES shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.

10. LATE CHARGE/BAD CHECKS: A late charge of _____% of the current

rental amount shall be incurred if rent is not paid when due.

If rent is not paid when due and LESSOR issues a 'Notice To Pay Rent Or Quit' after seven _____ days past rent is due, LESSEES must tender cash or cashier's check only. If TENANT tenders a check, which is dishonored by a banking institution, then LESSEES shall only tender cash or cashier's check for all future payments. This shall continue until such time as written consent is obtained from LESSOR. In addition, LESSEES shall be liable in the sum of \$ _____ for each check that is returned to LESSOR because the check has been dishonored.

11. NOISE AND DISRUPTIVE ACTIVITIES: LESSEES or their guests and invitees shall not disturb, annoy, endanger or inconvenience other LESSEES of the building, neighbors, the LESSOR or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises.

Further, LESSEES shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the front steps, public balconies or the common hallways that interferes with the convenience of other residents is prohibited.

Further, LESSEES shall be responsible for any fines, charges, or penalties assessed by the condo development's Home Owner's Association (hereinafter "HOA") as a result of any violation of the HOA's rules.

12. LESSOR'S RIGHT OF ENTRY: LESSOR may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least _____ hours to LESSEES. LESSOR is permitted to make all alterations, repairs and maintenance that in LESSOR'S judgment is necessary to perform. If the work performed requires that LESSEES temporarily vacate the unit, then LESSEES shall vacate for this temporary period upon being served a _____ days notice by LESSOR. LESSEES agrees that in such event that LESSEES will be solely compensated by a corresponding reduction in rent for those many days that LESSEES was temporarily displaced.

If the work to be performed requires the cooperation of LESSEES to perform certain tasks, then those tasks shall be performed upon serving _____ hours written notice by LESSOR. (EXAMPLE -removing food items from cabinets so that the unit may be sprayed for pests)

13. REPAIRS BY LESSOR: Where a repair is the responsibility of the LESSOR, LESSEES must notify LESSOR with a written notice stating what item needs servicing or repair. LESSEES must give LESSOR a reasonable opportunity to service or repair said item. LESSEES acknowledges that rent will not be withheld unless a written notice has been served on LESSOR giving LESSOR a reasonable time to fix said item. Under no circumstances may LESSEES withhold rent unless said item constitutes a substantial breach of the warrantee of habitability. Reasonable notice shall in no

case be less than thirty _____ days, but in emergency situations, LESSEES shall provide notice as soon as possible

14. PETS: No dog, cat, bird, fish or other domestic pet or animal of any kind may be kept on or about the premises without LESSOR'S written consent.

15. FURNISHINGS: No liquid filled furniture of any kind may be kept on the premises. LESSEES shall not install or use any washer, dryer, or dishwasher that was not already furnished with the unit.

16. INSURANCE: LESSEES may maintain a personal property insurance policy to cover any losses sustained to LESSEES' personal property and/or vehicle. It is acknowledged that LESSOR does not maintain this insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes.

It is acknowledged that LESSOR is not liable for these occurrences. It is acknowledged that LESSEES' insurance policy shall solely indemnify LESSEES for any losses sustained. LESSEES' failure to maintain said policy shall be a complete waiver of LESSEES' right to seek damages against LESSOR for the above stated losses. The parties acknowledge that the premises are not to be considered a security building which would hold LESSOR to a higher degree of care.

17. TERMINATION OF LEASE/RENTAL AGREEMENT: If this lease is based on a fixed term, pursuant to paragraph 2, then at the expiration of said fixed term this lease shall become a month to month tenancy upon the written approval of LESSOR.

Where said term is a month to month tenancy, either party may terminate this tenancy by the serving of a _____ day written notice.

18. POSSESSION: If premises cannot be delivered to LESSEES on the agreed date due to loss, total or partial destruction of the premises, or failure of previous LESSEES to vacate, either party may terminate this agreement upon written notice to the other party at their last known address. It is acknowledged that either party shall have no liability to each other except that all sums paid to LESSOR will be immediately refunded to LESSEES.

19. ABANDONMENT: It shall be deemed a reasonable belief by the LESSOR that an abandonment of the premises has occurred where the where rent has been unpaid for _____ consecutive days and the LESSEES have been absent from unit for _____ consecutive days. In that event, LESSOR may serve written notice to LESSEES. If LESSEES do not comply with the requirements of said notice in _____ days, the premises shall be deemed abandoned.

20. WAIVER: LESSOR'S failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by LESSOR of such condition or right. LESSOR'S acceptance of rent with knowledge of any default under agreement by LESSEES shall not be deemed a waiver of such default, nor shall it limit LESSOR'S rights with

respect to that or any subsequent right. If is further agreed between the parties that the payment of rent at any time shall not be a waiver to any UNLAWFUL DETAINER action unless LESSOR in writing specifically acknowledges that this constitutes a waiver to the UNLAWFUL DETAINER action.

21. VALIDITY/SEVERABILITY: If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

22. ATTORNEY FEES: In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the premises, the prevailing party shall recover from the other party reasonable attorney fees.

It is acknowledged, between the parties that jury trials significantly increase the costs of any litigation between the parties. It is also acknowledged that jury trials require a longer length of time to adjudicate the controversy. On this basis, all parties waive their rights to have any matter settled by jury trial.

23. NOTICES: All notices to the LESSEES shall be deemed served upon mailing by first class mail, addressed to the tenant, at the subject premises or upon personal delivery to the premises whether or not LESSEES are actually present at the time of said delivery. All notices to the LESSOR shall be served by mailing first class mail or via e-mail, with read receipt confirmation, to:

_____, _____

24. PERSONAL PROPERTY OF LESSEES: Once LESSEES vacates the premises, all personal property left in the unit shall be stored by the LESSOR for _____ days. If within that time period, LESSEES do not claim said property, LESSOR may dispose of said items in any manner LESSOR chooses.

25. ADDITIONAL RENT: All items owed under this lease shall be deemed additional rent.

26. APPLICATION: All statements in LESSEES' application must be true or this will constitute a material breach of this lease.

27. ENTIRE AGREEMENT: The foregoing agreement, including any attachments incorporated by reference, constitute the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. TENANT acknowledges that TENANT has read and understood this agreement and has been furnished a duplicate original.

