

New York Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 20____ by and between Mel & Jay Management, LLC (hereinafter referred to as "Landlord") and:

Name: _____ Tel: _____

Name: _____ Tel: _____

Name: _____ Tel: _____

Name: _____ Tel: _____

(hereinafter referred to as "Tenant(s)").

WITNESSETH:

WHEREAS: Landlord is the manager of certain real property being, lying and situated in New York, such real property having a street address of:

(hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises, to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. This Agreement shall commence on ("Commencement Date"). [check either A or B]:

A. Month-to-Month Lease: This Agreement shall continue as a month-to-month tenancy. If at any time Tenant desires to terminate the tenancy, Tenant may do so by providing to Landlord written notice of intention to terminate at least 30 days prior to the desired date of termination of the tenancy. If at any time Landlord desires to terminate the tenancy, Landlord may do so by providing to Tenant such written notice of intention to terminate at least 30 days prior to the desired date of termination of the tenancy. Notices to terminate may be given on any calendar day, irrespective of Commencement Date.

B. An Annual Lease: This Agreement shall continue as a lease for term. The termination date shall be on (date) _____ at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur: (i) Landlord and Tenant formally extend this Agreement in writing or create and execute a new, written, and signed agreement; (ii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent. In the event that Landlord accepts from Tenant new rent, a month-to-month tenancy shall be created

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Either party may terminate this month-to-month tenancy by following the procedures specified in paragraph 1A. Rent shall continue at the rate specified in this Agreement, or as allowed by law. All other terms and conditions as outlined in this Agreement shall remain in full force and effect.

2. RENT. Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. However, the Security Deposit shall not be considered Rent. Tenant shall pay to Landlord

_____ DOLLARS (\$_____) per month as Rent for the Term of the Agreement.

Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. If not remitted on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month.

Acceptable forms of payment of Rent to Landlord shall be [check all that apply]:

- personal check
- money order
- cashier's check
- cash
- other: _____

Payment shall be made to Landlord under the following name and address: Mel & Jay Management, PO Box 11123, Syracuse, NY 13218

In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, a sum of (forty dollars) \$40 will be charged to the tenant payable as additional rent, and Landlord may require all future Rent payments remitted by Tenant be in the form of money order, cashier's check, or cash.

In the event that payment in full of all rents has not been received by Landlord by 11:59 P.M on the 5th of any given month a fee of \$50 will be charged to Tenant and payable as additional rent.

A "THREE DAY PAY RENT OR QUIT" demand may be issued by Landlord to Tenant at any time delinquent payments are due to Landlord. If such a notice is issued it is Landlord's intention to seek legal remedies through the courts to collect such delinquent funds and/or have tenant legally removed from Property.

3. SECURITY DEPOSIT. As a security deposit, Tenant shall deposit with Landlord the sum of

_____ DOLLARS (\$_____))

Such security deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement. In the event that Landlord shall at any time apply any of such security deposit to cover unpaid rent, the late fee, or to repair damage caused to the Premises, then Tenant shall immediately deposit with Landlord, the amount so applied, so that the security deposit held by Landlord shall at all times during the term hereof be equal to the aforementioned amount specified in this section.

In the event that Landlord shall at any time apply any of such security deposit to cover unpaid rent, the late fee, or to repair damage caused to the Premises, then, upon the request of Landlord to Tenant specifying the

amount so applied, Tenant shall immediately deposit with Landlord the amount so applied, so that the security deposit held by Landlord shall at all times during the term hereof be equal to the aforementioned amount specified in this section.

After fulfilling all other terms of the Lease, release of the Security Deposit is subject to, but not limited to, the following cleaning and repair charges will be applied if not adequately performed by tenant:

- Refrigerator cleaning inside to include defrosting: \$60 minimum
- Cleaning of stovetop, burners, knobs, oven(s) or broiler pan: \$75 minimum
- Cleaning kitchen cabinets, bathroom vanities and medicine cabinets: \$150 minimum
- Removal of any paper, trash or clothes hangers: \$25 minimum
- Cleaning of doors, walls, windows and window sills: \$100 per room minimum
- Mopping floors, cleaning carpets: \$100 per room minimum
- Any burn repair or stain removal: \$100 each minimum
- Unreturned apartment keys for door handles: \$60 per handle
- Unreturned apartment keys for other locks: \$60 per lock
- Replace carpet due to misuse to include any damage caused by pets: \$500 minimum
- Trash removal from grounds or yards: \$50 minimum
- Odor removal (animal, tobacco, fire, dirt, grease, etc.) \$100 minimum

4. USE OF PREMISES. The Premises shall be used and occupied by Tenant as a private dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private dwelling.

Tenant may allow no more than _____ additional individuals to use or occupy the Premises as a residence. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi- governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. CONDITION OF PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition unless noted to the contrary on landlord's copy of this agreement.

6. ASSIGNMENT AND SUB-LETTING. Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

7. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

8. NON-DELIVERY OF POSSESSION. In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

9. HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. UTILITIES. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.

11. MAINTENANCE AND REPAIR RULES: Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls.
- b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair. c) Tenant may not keep unregistered vehicles on the premises.
- d) Not obstruct or cover the windows or doors except as approved by Landlord. Wood, cardboard, sheets and blankets may not be used to cover windows or outside openings. Plastic sheeting may not be used to cover the outside of any window, door or other opening.
- e) Not leave windows or doors in an open position during any inclement weather;
- f) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or.
- g) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- h) Keep all air conditioning filters clean and free from dirt;
- i) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

- j) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- k) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with the quiet enjoyment of other building residents.
- l) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- m) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

12. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. SMOKING. Smoking is ____ is not ____ allowed in the premises.

15. TENANT'S HOLD OVER. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at

_____ DOLLARS (\$ _____) and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

16. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state of cleanliness and condition as they were at the commencement of this Agreement. Reasonable wear and tear thereof shall be excepted.

17. ANIMALS. Tenant shall be entitled to keep no more than ____ domestic dogs, cats or birds.

The damage deposit required for said pet(s) is: \$ _____ each.

18. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

20. ABANDONMENT. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

21. ATTORNEYS' FEES. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee, as additional rent.

22. RECORDING OF AGREEMENT. Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

23. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New York.

24. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

25. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

26. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

27. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

28. NON-WAIVER. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

29. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

30. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

JAY C.HOLMAN
309 Willis Ave.
Syracuse, NY 13204

If to Tenant to:

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Security Deposit of: \$_____ has been paid as of this date.

Rent of \$_____ has been paid as of this date.

As to Landlord this _____ day of _____, 20 _____

LANDLORD:

Sign: _____ Print: _____ Date: _____

As to Tenant jointly and severally this _____ day of _____, 20 _____

TENANT

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____