

1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s):

<<Tenants (Financially Responsible)>>

and us, the owner/agent:

<<Owner Name(s)>>

You've agreed to rent the property located at

<<Unit Address>> (the "Premises")

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The premises will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 14 consecutive days.

1.2 LEASE DURATION

The tenancy shall commence on <<Lease Start Date>> and shall continue on a:

- Month-to-month
- 6 month (semi-annual)
- 12 month (annual)
- Other term

basis, ending on <<Lease End Date>>with all terms and conditions continuing in full force and effect for as long as tenant remains, save any changes made pursuant to law, until terminated.

After the initial term ends, if tenant decides to continue the tenancy, this Lease shall become a month-to-month Lease running from the first to the last day of each month, and ending with ONE CALENDAR MONTH'S WRITTEN NOTICE TO TERMINATE by either Party.

1.3 NOTICE

<<Owner Name(s)>> REQUIRES ONE CALENDAR MONTH'S WRITTEN NOTICE THAT YOU WILL BE TERMINATING YOUR TENANCY (i.e. moving out). Such WRITTEN Notice to Terminate this agreement shall end this agreement on the last day of the calendar month, regardless of which party is terminating the agreement. **Rent due for the final month shall not be prorated. Security Deposit funds shall be applied to repair damage to the premises after tenant has vacated. Landlord reserves the right to refuse to apply security deposit funds to any past due amount owed by tenant, at Landlord's sole discretion.**

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1.4 RENT, LATE FEES, AND CHARGES

You shall pay <<Monthly Rent>> per month for rent. The first month's rent and/or prorated rent amount of <<Prorated Rent>> shall be due prior to move-in.

Every month thereafter, you must pay your rent on or before the 1st day of each month. The following late fees will apply for payments made or postmarked after the 1st day of the month:

Late fee rule: <<Late Fee Rule>>

Water bill late fee: Water bills are due within 10 days of billing. After 10 days, 10% late fee will be applied.

A charge of \$35 will apply for every returned check or rejected electronic payment, plus any applicable late fee charges. After the second "bounced" check, Landlord will no longer accept check payments from Tenant. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

1.5 ADDITIONAL RENT

Additional Rent. In addition to paying the Base Rent provided for in Section 1.4 hereof, you shall pay, during the Term of this Lease, as the same may be extended or renewed from time to time, any Additional Rent due hereunder, if any. As used herein, the term Additional Rent shall mean all sums payable by Tenant under this Lease other than Base Rent, if any. Whenever the word Rent is used in this Lease it shall be deemed to include Base Rent and Additional Rent, unless the context specifically or clearly implies that only the Base Rent is referenced. All remedies available to Landlord pursuant to the terms of this Lease for non-payment of Base Rent shall be applicable for non-payment of Additional Rent. Items which shall be considered Additional Rent include, but are not limited to:

1. Amounts billed for utilities,
2. Late fees,
3. Legal fees for collection of unpaid rents,
4. Fines for improper trash disposal,
5. Fees for replacement of keys,
6. Charges for Landlord Liability Insurance

1.6 APPLYING PAYMENTS

IT IS <<Owner Name(s)>>'S POLICY TO APPLY ALL PAYMENTS TO THE OLDEST OUTSTANDING INVOICE FIRST, AND CONTINUE APPLYING PAYMENTS TO THE NEXT OLDEST INVOICE, ETC., UNTIL THE TENANT'S ACCOUNT IS CURRENT. EVEN IF TENANT INDICATES THAT A PAYMENT IS INTENDED TO BE APPLIED TO A CERTAIN MONTH OR A CERTAIN INVOICE, THE PAYMENT WILL ALWAYS BE APPLIED TO THE OLDEST OUTSTANDING INVOICE FIRST.

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1.7 JOINT AND SEVERAL LIABILITY

Each Tenant is jointly and severally liable for all Lease Agreement obligations. If any Tenant(s), guests, or occupant violates the Lease Agreement, all Tenants are considered to have violated the Lease Agreement. Landlord's requests and notices to any one Tenant constitute notice to all Tenants and occupants. Notices and requests from any one Tenants or occupant (including repair requests and entry permissions) constitute notice from all Tenants. In eviction suits, each Tenant is considered the agent of all other Tenants in the Premise for service of process. A notice to vacate must be signed by all Tenants or it will not be considered valid.

1.8 SECURITY DEPOSIT

The total security deposit at the time of execution of this Lease Contract for all residents in the apartment is <<Security Deposit Charges>>, due on or before the date this Lease Contract is signed. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees. The decision whether to apply any unused portion of the security deposit toward unpaid rent, late fees, or any other unpaid amount due is solely at the discretion of the Landlord. Security Deposit funds will be applied to cleaning and repair of damage prior to being applied to any unpaid amounts due.

Unless tenants and landlord have established a prior written agreement to the contrary, security deposit funds shall be returned to tenant(s) via one check made payable to all tenants equally.

1.9 ASSIGNMENT AND SUBLETTING

You shall not assign this Agreement, or sublet 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, subletting or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

1.10 UTILITIES

We'll pay for the following utilities:

<<Utilities Included>>

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

1.11 INSURANCE

We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. Within FOURTEEN (14) DAYS after signing this Agreement, the Tenant must obtain and keep in full force and effect during the term of this Agreement, Homeowners-Tenants (HO-4) insurance or its equivalent with reasonably adequate minimum limits for Personal Liability covering Bodily Injury and Property Damage and Contents coverage at 100% replacement cost and waiver of subrogation clause in favor of the Landlord and the Landlord's agents and employees. Such policy shall cover, among other things, loss of or damage to all property in the Premises, loss of any property left in the care, custody or control of the Landlord or any of the Landlord's agents or employees, loss of use of the Premises and all other perils commonly insured against by prudent residential tenants. The Tenant must provide the Landlord with proof of such Renters' Insurance Policy with Landlord named as additionally insured.

Additionally, you are required to purchase personal liability insurance. Failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law. (See Required Insurance Addendum to Lease Agreement).

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1.12 KEYS AND LOCKS

You will be provided 2 sets of keys to the premises. You shall be liable for the entire cost all of key and lock replacements. **You shall not change the locks or add a deadbolt lock without our written consent.** All keys must be returned to us when you vacate the unit. You will be charged ONE HUNDRED DOLLARS (\$100.00) for the cost of each new lock and key that is not returned. Lost keys compromise the security of the Premises and are against the interests of both the Tenant and Landlord. Tenant agrees to safeguard all keys to Premises.

1.13 TRASH

1. All trash must be bagged, kept in tightly sealed containers, and placed outside for pick-up no sooner than 12 hours before the assigned pick-up day. If a dumpster is provided, trash must be placed inside the dumpster. Trash is to be properly placed by the street for pick-up on the appropriate day of the week, or inside dumpsters provided on the property, whichever is applicable. Tenant is responsible for knowing the correct trash pick-up day.
2. Tenant agrees to follow municipal recycling ordinances regarding recyclable materials (*i.e. NO GARBAGE IN RECYCLING CONTAINER and NO RECYCLABLES IN GARBAGE CONTAINER*).
3. Tenant will be responsible for cleaning/removal charges of \$75 for each item of improperly placed trash.
4. Tenant agrees to pay any fines assessed for violation of municipal trash codes in regards to improperly placed trash. If Landlord receives a fine for a multi-family building, the fine will be divided among all tenanted units in the building.

1.14 LAWN CARE AND SNOW REMOVAL

Tenant is responsible for (all checked):

- Lawn Care
- Snow Removal

If Tenant neglects his/her obligation to maintain the grounds of the premises, landlord reserves the right to perform whatever actions are required to remedy the neglect and bill Tenant accordingly.

1.15 FURNISHINGS AND OTHER PERSONAL PROPERTY

The lease of the Premises does not include any furnishings.

At the end of the tenancy, any property left behind for more than **TWENTY-FOUR (24) HOURS** will be deemed abandoned, and Landlord will dispose of it. You may be billed, or the amount of disposal deducted from your security deposit, for such disposal.

By initialing below, you acknowledge and agree to the terms in Section 1.

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2. Policies and Procedures

2.1 COMMUNITY POLICIES OR RULES

You and all guests and occupants must comply with any written community rules and policies, including instructions for care of our property. Any rules (see Rules Addendum) are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community.

2.2 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contract.

Casualty Loss

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

Smoke Detectors

The Unit is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us.

Safety and Crime Free

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

2.3 PARKING

You will park on the property at your own risk. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from exiting, and/or are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes.

2.4 PETS

Pets of any kind are not permitted in/on the Premises at any time without the written permission of the landlord. Animals found on the Premises in violation of this rule will incur a **FOUR HUNDRED DOLLAR (\$400.00)** lease violation fine. Upon notice of this violation, Tenant will have **THREE (3) DAYS** to remove the animal. If the animal is not removed and continues to occupy the Premises, there will be a **TWO HUNDRED DOLLAR (\$200.00) PER MONTH** charge as "added rent" for the additional wear and tear and/or **termination of this Agreement**.

If Landlord consents to a pet on the premises, a Pet Agreement Lease Addendum and a **pet deposit** in the amount of **TBD** will be required. **Separate written permission is required for each individual animal.**

Fish tanks over ten (10) gallons are **NOT** permitted.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for de-fleaing, deodorizing, and shampooing.

By initialing below, you acknowledge and agree to the terms in Section 2.

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3. Responsibilities

3.1 QUIET ENJOYMENT

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

Likewise, you, your family, and all 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 neighbors. You agree to keep all radios, television sets, stereos and all other electronic devices turned down to a level of sound that does not annoy or interfere with neighbors' quiet enjoyment of their residences;

3.2 USE OF PREMISES

You shall use and occupy the premises ONLY 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 or any kind, nor to carry out any unlawful activity, nor for any purpose other than as a private dwelling. Tenant may allow no more than 1 additional individuals, other than transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. 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.

3.3 CONDITION OF PREMISES AND ALTERATIONS

You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenantable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent.

3.4 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. THERE ARE ONLY TWO WAYS TO MAKE A MAINTENANCE REQUEST: YOU MUST REPORT ALL MAINTENANCE ISSUES EITHER (1) BY CALLING THE MAINTENANCE LINE, 845-853-0656, OR (2) BY MAKING A MAINTENANCE REQUEST VIA YOUR TENANT PORTAL. Attempts to request maintenance by any other means will not be successful.

You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

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3.5 RIGHT OF ENTRY AND INSPECTIONS

We have the right to enter the premises at all reasonable hours, *whether you can be present at the designated time or not*, with proper notice (24 hours), for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents. We have the right to enter the premises without notice in the event that we must address an emergency situation.

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3.6 SMOKE-FREE POLICY

Due to the increase risk of fire and the known health effects of secondhand smoke, smoking is prohibited in all areas of this property, both private and common, whether enclosed or outdoors. The use of electronic cigarettes is also prohibited. The policy applies to all owners, tenants, guests, and servicepersons.

Smoking: The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, or other tobacco product (or any other substance that might be smoked, whether legal or illegal) in any manner and in any form.

Electronic Cigarette: The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

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3.7 PESTS

<<Owner Name(s)>> is responsible for providing a pest-free structure to you upon move-in. In order to meet that obligation, <<Owner Name(s)>> has each unit inspected and, if necessary, treated for pests before a new tenant moves in, ensuring that you are provided with a pest-free unit.

After you move in, you are responsible for maintaining the continued pest-free condition of the premises. This obligation includes, but is not limited to, keeping food in sealed containers, taking out trash on a regular basis, and keeping the premises in a clean, orderly, and sanitary condition.

Ants and/or mice are a common, seasonal problem in every household in the Northeast. You acknowledge and agree that ants and/or are a housekeeping issue and are your responsibility.

Under local law, if a pest infestation of any type arises during your tenancy:

- You will be solely responsible for pest elimination on the premises (single-family).
- You may be responsible for half of the pest elimination costs for your unit (multi-family).

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3.8 MOLD AND MILDEW

<<Owner Name(s)>> strives to provide a mold- and mildew-free premises to you when you move in. You are responsible for maintaining that mold- and mildew-free environment during your tenancy. Some steps you can take include:

1. Maintain the Premises in clean condition, dust the Premises on a regular basis and remove any visible moisture accumulation in or on the Premises, including on windows, walls, floors, ceilings, bathroom fixtures, and other surfaces; mop up spills and thoroughly dry affected area as soon as possible after occurrence; and;
2. Not block or cover any of the heating, ventilation or air conditioning ducts in the Premises and keep climate and moisture in the Premises at reasonable levels. In addition, and in furtherance of the foregoing, You agree to ensure that the Premises shall be sufficiently ventilated during periods of prolonged absence. For purposes of this paragraph, a prolonged absence is a period lasting more than seven (7) days.
3. You shall promptly notify Landlord in writing of the presence of the following conditions:
 1. Any evidence of a water leak or excessive moisture or standing water inside the Premises or in any common area;
 2. Any evidence of mold or mildew-like growth in the Premises that persists after you have tried several times to remove it with a common household cleaner containing disinfectants and/or bleach;
 3. Any failure or malfunction in the heating, ventilation, and air conditioning systems; the dishwasher or the laundry equipment, if any, in the Premises, it being understood that nothing in this paragraph shall be deemed the Landlord's consent to the presence of any equipment listed in this paragraph; and
 4. Any inoperable doors and/or windows.
4. If you fail to comply with the provisions of this Article, then, in addition to your obligation to indemnify Landlord/Owner in accordance with the terms of this Agreement for all damage, loss, cost and expense, including attorneys' fees and disbursements, suffered or incurred by Landlord/Owner in connection with said failure to comply, you shall also be responsible for all damage or loss

to and all costs and/or expenses suffered or incurred by yourself, your personal property and other occupants of the Premises and their respective personal property.

In addition to whatever other remedies the Landlord has under this Agreement, the parties recognize that there is no adequate remedy at law for the Landlord if the Tenant violates this Section entitled "Mold and Mildew" and the Landlord shall also be entitled to an injunction to enforce this Section entitled "Mold and Mildew."

3.9 MOVE-OUT

You will give us a written notice with your intent to vacate ONE CALENDAR MONTH prior to the date of expiration of the Lease Contract. In such notice, you will include your forwarding address, and any other information required on our Notice to Terminate Tenancy Form.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and eviction affect your rights to property left in the apartment. Surrender, abandonment, and eviction do not affect our mitigation obligations.

Cleaning

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

Charges

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

Deposit Refund

We'll mail to you at your last known address your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 (thirty) days after the Lease Contract termination and delivery of possession to us.

UNLESS OTHERWISE SPECIFIED BY YOU WHEN YOU PROVIDE YOUR SECURITY DEPOSIT, WE WILL RETURN ANY SECURITY DEPOSIT OWED TO YOU BY ISSUING ONE CHECK PAYABLE TO ALL TENANTS.

By initialing below, you acknowledge and agree to the terms in Section 3.

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4. Termination of Lease Agreement

4.1 RELEASE FROM LEASE CONTRACT

Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

Military Personnel Clause

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Armed Forces of the United States. You must give us written notice of termination, 30 (thirty) days prior to the termination date. You must provide us proof that you qualify for this limited exception.

Replacements and Subletting

Replacing a resident, subletting, or assignment is allowed exclusively with our written consent.

If we approve a replacement resident, at our option, the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or the remaining and replacement residents must sign an entirely new Lease Contract.

4.2 DEFAULT BY RESIDENT

You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; you abandon the apartment ("abandonment" shall be defined as Tenant's absence from the premises for three or more consecutive weeks without notice to Landlord); you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in your apartment; you or any guest or occupant engages in any prohibited conduct; or you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If you are in default for any reason, we may commence eviction proceedings after giving you appropriate notice under New York State law.

Holdover

If you remain 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 an amount **"To Be Determined" per month and except that such tenancy shall be terminable upon thirty (30) days' written notice served by either party.**

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out dated agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract.

Other Remedies

If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within **THREE (3) DAYS** after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for **THREE (3) DAYS** thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

4.3 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

Waiver of Jury Trial

To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.

Force Majeure

We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

By initialing below, you acknowledge and agree to the terms in Section 4.

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5. General Clauses

5.1 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.

5.2 DAMAGE TO PREMISES

In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, flood, 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 to 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 untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that Landlord exercises its right to repair such untenable 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.

5.3 SUBORDINATION OF LEASE

This Agreement and Tenant's interest hereunder are and shall be subordinate, junior, and inferior to any and all Mortgages, Liens, or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such Mortgages, Liens or encumbrances (including, but not limited to, future advances), the interest payable on such Mortgages, Liens or encumbrances and any and all renewals, extensions or modifications of such Mortgages, Liens or encumbrances.

5.4 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 of the 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 the 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.

5.5 VACATION OF PROPERTY

If the tenant will be absent from the property for a period of time longer than two weeks, advance notice should be given to the Landlord. If such notice is not given, the Premises could be deemed abandoned.

5.6 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.

5.7 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.

5.8 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.

5.9 GOVERNING LAW

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

5.10 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.

5.11 BINDING EFFECT

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

5.12 DESCRIPTIVE HEADINGS

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

5.13 CONSTRUCTION

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

5.14 NON-WAIVER

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

5.15 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.

5.16 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterpart, and may be executed by way of electronic signature, and if so, shall be considered an original.

By initialing below, you acknowledge and agree to the terms in Section 5.

X _____
Initial Here

6. Sign and Accept

6.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed

1. Rules

1.1 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE TO:

1. At your 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;
2. Maintain all interior and exterior areas, including lawn/grounds, of the leased Premises in a clean and sanitary condition, free from debris, garbage and physical hazards. You agree to perform routine cleaning throughout the leased premises on a regular basis. Routine cleaning includes, but is not limited to: vacuuming any carpeting, sweeping and washing floors, scrubbing the tub/shower, scrubbing the toilet and sinks, dusting, washing dishes, removing and discarding the trash, cleaning the interior and exterior of all appliances and fixtures, and maintaining all of your personal belongings in an orderly manner. If this covenant is breached, Landlord may give you **three (3) day notice** to completely clean the apartment. If you fail to do so, Landlord may enter premises, clean it, and charge you for cleaning **OR** Landlord may choose to terminate this Agreement.
3. 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. You will not allow any paper towels, sanitary products, wipes, 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. You will **NOT** place pots or pans near the pipes under the kitchen sink. You will **NOT** dispose of any sanitary pads, female products, diapers, or any kind of cleansing wipes down the toilet;
4. **NOT** change locks on doors or install additional locks. If you change any locks, Landlord will have them replaced and you will be billed for the cost of replacement;
5. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair, and not obstruct or cover the windows or doors;
6. Bear responsibility for damage from wind, rain, snow, or freezing temperatures caused by leaving windows or doors open;
7. Keep all air conditioning filters clean and free from dirt;
8. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony, nor air or dry any of the same within any yard area or space;
9. **NOT** possess, store, or use **POOLS**, washing machines, waterbeds and/or treadmills on the Premises. These items are **NOT ALLOWED**;
10. If you install a satellite dish/antenna:
 1. You may do so **ONLY** with Landlord's prior written permission.
 2. Satellite Dishes/Antennas may **NEVER** be installed on any roof. Location and method of installation shall be determined in Landlord's sole discretion.
 3. Installation of satellite dish/antenna and all components shall be performed **ONLY** by a professional installer.
 4. Installation of satellite dishes/antennas shall be subject to an additional security deposit of \$250.00 per instance.
 5. If Tenant causes a satellite dish/antenna to be installed on the premises, Tenant agrees to remove the satellite dish/antenna and all of its components **AND** return the premises to its pre-installation condition upon vacating the premises.
11. You are responsible for maintaining/replacing batteries in the smoke detectors and carbon monoxide detector, **EXCEPT THAT** 10 year smoke detector batteries should not be touched;
12. Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive nature 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;
13. **NO** public business activity is allowed (i.e. no business activity such as a retail business, yard sale, or any other business which would involve members of the general public coming onto the premises).
14. Unusual wear and tear, removal of fixtures, or any other damage to the premises will be the tenants' financial responsibility. This shall include infestation of pests due to tenants' negligence.
15. **NO** use of open fire (grills, fire rings, bon fires, etc.) is permitted; and
16. Tenant **SHALL NOT** do any of the following, which cause drains to be plugged:
 1. Flush "disposable" wipes of any kind;
 2. pour cooking grease down drains;
 3. flush plastic or cardboard from personal hygiene products;
 4. force or allow food scraps down drains (including coffee grinds);
 5. use of bath salts, natural fat-based soaps, and/or soaps with bits of solid material in them which clog drains.

If Tenant(s) cause damage to the premises by performing any of the acts in prohibited by this Addendum, Tenant(s) agree to pay for the cost of the repair. Landlord shall cause the damage to be repaired/corrected and bill Tenant(s) for the cost.

X _____
Initial Here

SAMPLE