

## Residential Lease / Rental Agreement

This agreement made this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_, is between \_\_\_\_ (Property owner Hereinafter called Landlord) and \_\_\_\_ (hereinafter called Resident). SS#\_\_\_\_ Owner leases to Resident, and Resident rents from owner, residential unit located at:

\_\_\_\_(hereinafter called premises), under the following conditions:

- I. TERM: The initial term of this lease shall be for a period of\_\_\_\_. The lease shall commence on \_\_\_\_ , 20\_\_\_\_, and ending at Noon\_\_\_\_. 20\_\_\_\_.
- II. POSSESSION: If there is a delay in delivery of possession by Owner, rent shall be abated on a daily basis until possession is granted. If possession is not granted within (7) seven days after the beginning day of initial term, then resident may void this agreement and have full refund of any deposit. Management shall not be liable for damages for delay in possession.
- III. RENT: The Monthly Rent shall be \_\_\_\_ dollars (\$\_\_\_\_), per month, due and payable on the first of each month during the lease term with the first payment due no later than \_\_\_\_ , 20\_\_\_\_. The monthly rental payment shall be made payable to \_\_\_\_and shall be either hand delivered or sent to the office address of Maddalone & Associates Inc. set forth above. Any Payment or additional rent as defined herein that is not paid to and received by Maddalone & Associates Inc. before the close of the business day, on the 4th of each month shall incur a late fee of \_\_\_\_ dollars (\$\_\_\_\_) per month to be added to the following months rent due as added rent. Any check that does not clear Maddalone & Associates Inc. account for any reason shall incur a fee of \$75.00 and shall also be added to the following months rent due as added rent and shall subject the tenant to being in default of the terms and condition of this lease.
- IV. TENANT DEFAULT:

1. Landlord or Agent may give 3 days written notice to correct any of the following defaults:

- a) Failure to pay rent or added rent on time
- b) Improper assignment of lease, improper subletting all or part of the premises, or allowing another to use the premises.
- c) Improper conduct by Tenant or any other occupant of the premises
- d) If Tenant fails to pay rent or added rent within such three day period, this lease and Tenant's rights hereunder shall automatically end and tenant must leave the premises and give landlord or agent the keys to premises.
- e) If tenant fails to correct the default in section 1(b), (c), or (d) with in 3 days the landlord or agent shall have the right to repossess the premises by summary proceeding, and dispossess and remove there from the tenant, or other occupants thereof and tenant shall reimburse the landlord for all costs and disbursements incurred by the landlord or agent in connections with tenant's default, including but not limited to reasonable fees charged by the agent and or attorneys fees. Tenant continues to be responsible for rent, utilities, damages and losses.
- f) If the lease is canceled, or rent or added rent is not paid on time, or tenant vacates the premises, landlord or agent may in addition to other remedies take any of the following steps: enter the premises and remove tenant and any person or property; use dispossess, eviction, or other lawsuit method to take back the premises.
- g) If the lease is ended or the landlord or agent takes back the premises, rent and added rent for the unexpired terms becomes due and payable. Landlord or agent may re-rent the

Tenant Initials \_\_\_\_\_

premises and anything in it for any term. Landlord or agent may re-rent for a lower rent and give allowances to the new tenant. Tenant shall be responsible for landlords or agent's cost of re-renting. Landlord's or agent's cost shall include the cost or repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages, and losses. Any rent received from the re-renting shall be applied to the reduction of money tenant owes. Tenant waives all rights to return to the premises after possession is given to the landlord or agent by a court.

h) If bankruptcy proceedings shall begin by or against the tenant before the end of the said lease term, the landlord is hereby irrevocably authorized at his option to forthwith cancel this lease agreement as a default.

i) If tenant fails to remove any of tenants property with in 5 days after the end of the lease term, such property shall be deemed abandoned by tenant and landlord or agent may dispose of it. If tenant is formally evicted through the court and subsequently, the sheriff executes such eviction, tenant hereby agrees to remove all personal property with in a 5 day period. Any and all personal belongings remaining after such time shall be deemed abandoned by tenant and landlord or agent may dispose of them with no liability to landlord or agent for and damage or loss whatsoever.

V. INDEMNIFICATION DEPOSIT: Management acknowledges receipt of \_\_\_\_\_dollars (\$\_\_\_\_\_), as a deposit to indemnify owner against damage to the property and Resident's fulfillment of the conditions of this agreement, PLEASE NOTE: Security checks need to be made payable to Maddalone & Associates as AGENT for the owner. NOTE: Maddalone & Associates is only the AGENT for the owner, therefore all security deposits will be transferred to the owner, it is the owners responsibility to refund the security deposit and Maddalone & Associates takes no responsibility and shall incur No liability for any issue arising between Owner and tenant with regards to the return of the security deposit. Deposit will be returned to Resident less \$100.00 for normal wear & tear to the apartment directly by the owner. Tenant must comply with the rules of the final move-out inspection form & its potential charges. Deposit will be returned less any deductions with in thirty days after residence is vacated if:

a) Lease term has expired or agreement has been terminated by both parties; and

b) All monies due Owner / Landlord / Agent by Resident have been paid; and

c) Residence is not damaged and is left in its original condition, normal wear and tear excepted; and

d) Owner / Landlord / Agent is in receipt of copy of paid final bills on all utilities (includes gas, electric, water, garbage, and telephone).

e) Deposit will not be returned if Resident leaves before lease time is completed. Deposit may be applied by Owner to satisfy all or part of Resident's obligations and such act shall not prevent Owner / Landlord / Agent from claiming damages in excess of the deposit. **Resident may not apply the deposit to any of the rent payment.**

f) Keys have been returned and a forwarding address left. Resident acknowledges that he has approved and signed the "Residential Rental Property Move In /Move Out Inspection Form" for any existing damages to residence and has been given the right to inspect same. VI. KEY DEPOSIT: Owner / Landlord acknowledge receipt of \_\_\_\_\_ dollars (\$\_\_\_\_\_), as Deposit to secure the return of any and all keys for the above property and apartment. Once all copies of the keys have been returned and a walkthrough has been completed and all items for the indemnification deposit have been completed the above deposit will be returned.

VII. RENEWAL TERM: It is the intent of both parties that this lease is for a period of \_\_\_\_\_. If Tenant maintains possession of the Premises for any period after the termination of this Lease, with no written notice given by either party, such holdover shall constitute a month-to-month extension of this Lease. Should this lease be breached by the Resident, the indemnification deposit shall be forfeited as liquidated damages and the Resident will owe rent through the last day of lease. During the last ninety days (90) of the term a "For Rent or For Sale" sign may be displayed on the premises, and the premises, may be shown at reasonable times, at any time during this agreement term with advance notice, to prospective tenants or purchasers. If tenant does not intend to renew, written notice must be received 60 days prior to the end of the lease date. If tenant vacates without giving written 60 day notice indemnification deposit is non-refundable. x

VIII: SUBLET: Resident may not sublet residence or assign this lease without written consent of landlord

IX: CREDIT APPLICATION: Owner and its agent having received and reviewed a credit application filled out by Resident, and landlord having relied upon the representations and statements made therein as being true and correct, has agreed to enter into this rental agreement with Resident. Resident and Landlord agree the credit application the Resident filled out when making application to rent said residence is hereby incorporated by reference and made a part of this rental agreement. Resident further agrees if he/she has falsified any statement on said application, landlord has the right to terminate rental agreement immediately, and further agrees landlord shall be entitled to keep any security deposit and any prepaid rent as liquidated damages. Resident further agrees in the event landlord exercises its option to terminate rental agreement; Resident will remove herself/himself, his/her family, and possessions from the premises within 24 hours of notification by landlord of the termination of this lease. Resident further agrees to indemnify landlord for any damages to property of landlord including, but not limited to, the cost of making residence suitable for renting to another Resident, and waives any right of "set-off" for the security deposit and prepaid rent which was forfeited as liquidated damages.

X: FIRE AND CASUALTY: If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, landlord may, at its option, terminate rental agreement or repair damages within 30 days. If landlord does not do repairs within this time or if building is fully/partial destroyed, the rental agreement hereby created is terminated. If landlord elects to repair damages, rent shall be abated and prorated from the date from the date of the fire, explosion, or other casualty to the date of reoccupancy, providing during repairs Resident has vacated and removed Resident's possessions as required by landlord. The date of reoccupancy shall be the date of notice that residence is ready for occupancy.

XI: HOLD OVER: Resident shall deliver possession of residence in good order and repair to Landlord upon termination or expiration of this agreement.

XII: RIGHT OF ACCESS: Landlord shall have the right of access to residence for Inspection and repair or maintenance during reasonable hours. In case of emergency, Landlord or Agent may enter at any time of day to protect life and prevent damage to the property.

XIII: USE: Residence shall be used for residential purposes only & shall be occupied only by the persons named in Resident's application to lease. The presence of an individual residing on the premises who is not a signator on the rental agreement will be sufficient grounds for termination of this agreement. Residence shall be used so as to comply with all state, county, and municipal laws and ordinances. Resident shall not use residence or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other Resident's quiet enjoyment of their residence.

XIV: PROPERTY LOSS: Landlord or Agent shall not be liable for damage to Resident's property of any type of any reason or cause whatsoever, except where such is due to Landlords gross negligence. Resident

acknowledges that he is aware that he is responsible for obtaining any desired insurance for fire, theft, liability, etc., on personal possessions, family, & guests. See rules & regulations paragraph 18 (r)

XV: PETS: Animals, birds, or pets of any kind shall not be permitted inside or anywhere on the residential property at any time unless the prior written approval of landlord has been obtained. An additional non refundable pet fee in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per pet is required, if such permission is granted by agent.

XVI: INDEMNIFICATION: Resident releases landlord / agent from liability for and agrees to indemnify Landlord / agent as a result of (a) Resident's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about residence or premises to Resident's invitees or licensees or such person's property; (c) Resident's failures to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or other encumbrance filed against residence as a result of Resident's action.

XVII: FAILURE OF MANAGEMENT TO ACT: Failure of Management to insist upon compliance with the term of this agreement shall not constitute a waiver of any violation.

XVIII: REMEDIES CUMULATIVE: All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Resident, Resident shall pay to landlord agent all expenses incurred in connection therewith.

XIX: NOTICES: Any notice required by this agreement shall be in writing and shall be delivered personally or mailed by registered or certified mail.

XX: REPAIRS: Landlord will make necessary repairs to the exterior with reasonable promptness after receipt of written notice from Resident. Resident shall make all necessary repairs to interior and keep premises in a safe, clean, and sanitary condition. Resident shall make contact with landlord agent Maddalone & Associates Inc., and will be responsible for paying the first \$45 of any charge. Resident may not remodel or paint or structurally change, nor remove any fixture there from without written permission from landlord / agent. Any damages caused by tenant will be charged in full to the tenant and payment is due upon works completion.

XXI: ABANDONMENT: If Resident removes or attempts to remove property from the premises other than in the usual course of continuing occupancy, without having first paid landlord all monies due, residence may be considered abandoned, and landlord / agent shall have the right without notice to store or dispose of any property left on the premises by Resident. Landlord / agent shall also have the right to store or dispose of any Resident's property remaining on the premises after the termination of this agreement. Any such property shall be considered Landlord's / agent's property and title thereto shall vest in landlord.

XXII: MORTGAGEE'S RIGHTS: Resident's rights under this lease shall at all times be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on premises of which residence is part; if requested, Resident shall execute promptly any certificate that Management may request to specifically implement the subordination of this paragraph.

XXII: SALES OF PREMISES: Landlord or any subsequent owner of the premises may, on making a contract for the sale or exchange of the demised premises, have the right to terminate this lease and all the rights and interest of the tenant under this lease, by serving notice to that effect on tenant, personally or by mailing of the notice addressed to tenant at the demised premises. Upon expiration of 90 days after the delivery or occupancy of the notice, the terms created by this lease and the tenancy hereunder and all of the rights of the tenant to the possession or occupancy of the demised premises shall terminate. Landlords or agents sole obligation to the tenant shall be the return of the security deposit to the tenant, if tenant is so entitled to it.

XXIV: RULES AND REGULATIONS:

(1) *Locks: Resident is prohibited from adding locks to, changing, or in any way altering locks installed on the doors. All keys must be returned to Management of the premises upon termination of the occupancy.*

(2) *Entrances, walks, lawns, and driveways shall not be obstructed or used of any purpose other than ingress and egress.*

(3) *Radio or television aerials shall not be placed or erected on the roof or exterior.*

(4) *Signs: Resident shall not display any signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building.*

(5) *Parking: Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by Landlord / agent at the expense of Resident owning same, for storage or public or private sale, at landlord / agent's option, and Resident owning same shall have no right of recourse against Landlord / agent therefore. Parking is only permitted in specified locations, no parking on lawns, sidewalks, or any other areas that are not a parking lot or driveway.*

(6) *Storage: No good or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the residence it's self. Storage in all areas shall be at Resident's risk and landlord / agent shall not be responsible for any loss or damage.*

(7) *Walls: No nails, screws or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork, or any part of residence.*

(8) *Guest: Resident shall be responsible and liable for the conduct of his guests. Acts of guests in violation of this agreement or Management's rules or regulations may be deemed by landlord / agent to be a breach by Resident. No guest may stay longer than 10 days without permission of landlord / agent; otherwise a \$20 per day guest charge will be due to Management.*

(9) *Noise: All radios, television sets, phonographs, etc. must be turned down to a level of sound that does not annoy or interfere with neighbors.*

(10) *Resident shall maintain his own yard, shrubbery, & furnish his own garbage can. Any fines assessed to the property caused by tenant's trash or overgrown shrubbery or yard will be due by tenant upon receipt of any said fine.*

(11) *With the exception of termites, if the landlord or agent determines pest or insect control is needed, it will be at the tenant's own expense, regarding the unit which the above named tenant is occupying.*

(12) Tenant is responsible for purchasing and changing of air conditioner and furnace filters, where applicable. Filters must be changed monthly during appropriate seasons.

(13) Tenants shall maintain good batteries in all smoke detectors and carbon monoxide detectors and shall immediately notify landlord or agent of faulty or inoperative detectors. Tenant may not disconnect smoke or carbon detectors.

(14) Supplemental heating sources such as electric, kerosene, or propane heaters are strictly prohibited on the premises.

(15) This is a smoke free building. A \$250.00 fee will be deducted from your security deposit should there be any indication of smoking during your occupancy.

(16) Landlord or agent shall have the right to remove any automobile or other vehicle which is abandoned, inoperable, or which does not have displayed valid license plates, or which is not properly parked. Such removal will be at tenant's own expense.

(17) Tenant agrees to keep landlord informed of the current home, work, and cell numbers as well as an e-mail address during the entire term of the lease.

(18) No additional locks will be installed on any door, or locks changed without written permission of the agent. If additional locks are installed, they must be a master keyed by the agent. Additional locks will be installed at tenant's expense.

(18) Snow Removal: It is the tenant's responsibility to keep the sidewalk and steps cleared from any snow or ice buildup. Landlord / agent is not responsible for any snow removal in the driveways or sidewalks.

(19) If property is cited by the city for violations due to debris, and/or general upkeep of the property, tenant agrees to pay the given fines. If, multi-family property, the fines will be divided up between each tenant.

(20) All tenants **MUST** obtain renters insurance immediately and provide Landlord and its Agent Maddalone & Associates Inc. a copy of the policy. If this is not completed within the first fifteen days of the tenancy this lease may be void. Tenant agrees to carry insurance to cover personal effects and furnishings in a minimum of \$10,000.00 Landlord or agent will not be responsible for any claims of damage to any of tenant's personal items. Tenant shall also carry liability insurance in a minimum of \$10,000.00 for injury to one person and the maximum amount of \$1,000,000.00 per each occurrence. Neither the landlord nor agent will be responsible for claims against tenant for bodily injury or property damage. Said insurance shall name the landlord as an additional insured party. Any policy of insurance shall provide that the landlord or agent shall be given 30 days notice of prior to cancellation. x \_\_\_\_\_

(21) Resident's Guide: Landlord / Agent reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as Management shall, in its judgment, determine to be necessary for the safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of Residents generally.

XXV: LANDLORD/AGENT: Maddalone & Associates Inc is Agent for the owner / landlord. The landlord is the owner of the premises being leased to the tenant. Maddalone & Associates Inc. shall act on the landlord's behalf in accordance with the terms of this lease and with the laws of the state of New York which the property is located, in effect at the time of the signing of this agreement. Tenant understands that Maddalone & Associates Inc. is not responsible for acts of the landlord and agrees that any suits in law or equity arising out of this agreement are properly brought against the landlord with the exception of willful misconduct of the agent.

XXVI: ADDITIONAL PROVISIONS:

In the event of death of either party, this contract is void in sixty (60) days. If death occurs, the estate of the deceased is responsible for payment of any rent due. This contract will become void when the Tenant's possessions remain in the apartment, rent will continue to be charged on a monthly basis. If there are two (2) tenants living in said apartment and one dies, Lease may be re-negotiated if the remaining Tenant so desires and with the consent of the Landlord.

Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises and is acquainted with its condition and agrees to take the same "as is". Tenant acknowledges that the taking of possession of the premises by Tenant shall be conclusive evidence that the premises is habitable and in good and satisfactory condition.

ENTIRE

AGREEMENT: This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any of part of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person the day and year first above written.

\_\_\_\_\_  
Agent for the Owner / Landlord  
\_\_\_\_\_  
RESIDENT (S)

NUMBER OF RESIDENTS LIVING WITHIN THE PREMISES: \_\_\_\_\_.  
NUMBER OF BEDROOMS IN RESIDENCE \_\_\_\_\_  
TENANTS ARE RESPONSIBLE FOR THE FOLLOWING UTILITIES: \_\_\_\_\_