

# Residential Lease Agreement

This Lease Agreement (the "Agreement") is made and entered on \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ (the "Landlord") and the following tenants:

\_\_\_\_\_  
\_\_\_\_\_  
(collectively the "Tenant").

Subject to the terms and conditions stated below the parties agree as follows:

**1. Property.** Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant an apartment with \_\_\_\_\_ bedroom(s) and \_\_\_\_\_ bathroom(s), located at \_\_\_\_\_, (the "Property"). No other portion of the building wherein the Property is located is included unless expressly provided for in this Agreement.

**2. Term.** This Agreement will begin on \_\_\_\_\_ (the "Start Date"), and will continue from that date as a month-to-month tenancy. If at any time Landlord or Tenant desires to terminate the tenancy, they may do so by providing written notice to the other of intention to terminate. Such notice to terminate must be provided at least one month before the expiration of the term of his election to terminate as provided by law.

**3. Rent.** Tenant will pay to Landlord rent in the amount of \$\_\_\_\_\_ (the "Rent"), payable in advance on the \_\_\_\_\_ day of each month, and is delinquent on the next day, regardless if that day falls on a weekend or legal holiday. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

**4. Payment of Rent.** Payments should be made payable to \_\_\_\_\_ and sent to: \_\_\_\_\_, or at such other place as Landlord may designate from time to time.

Tenant agrees to submit rent payments in the form of cash, personal check, cashier's check, or money order. In the event of roommates, or another form of joint or multiple occupancy, Tenant will be responsible for collecting payment from all parties and submitting a single payment to Landlord. Mailed payments must be received on or before the due date. Rent payments for any partial month will be pro-rated at the rate of 1/30th of the monthly rent payment per day.

**5. Security Deposit.** At the time of signing this Agreement, Tenant must pay to Landlord a security deposit in the amount of \$\_\_\_\_\_ (the "Security Deposit"). The Security Deposit will be held in Landlord's bank account. The Security Deposit may not be used as payment of any rent. The Security Deposit will be returned to Tenant, without interest, and less any set off for damages to the Property or rents or other amounts due Landlord upon termination of this Agreement. In the event that Landlord, at any time, applies such Security Deposit to cover unpaid rent, late fees or charges, or to repair damage caused to the Property, then, upon request Landlord to Tenant, Tenant will immediately deposit with Landlord, as an additional security deposit, the amount so applied, so that the Security Deposit held by Landlord will at all times during the term be equal to the aforementioned amount specified in this section.

**6. Returned Checks.** Tenant will be charged as additional rent a monetary fee of \$\_\_\_\_\_ as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for any reason. In addition, a check returned due to insufficient funds will be subject to any and all late payments provisions included in this Agreement. All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Agreement.

Landlord reserves the right to demand future payments by cash, cashier's check, money order or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check.

**7. Late Payments.** In the event that any payment required to be paid hereunder by Tenant is not made within \_\_\_\_\_ days of when due, Tenant will pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of \$\_\_\_\_\_ as additional rent. In the event that a rent demand pursuant to Real Property Actions and Proceedings Law § 711(2) is issued, Tenant agrees to pay all costs of the Landlord in issuing said notice including, but not limited to, attorney's fees and process server fees as additional rent.

**8. Failure to Pay.** Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

**9. Occupants.** The Property may be occupied by the Tenant(s) named herein and by the immediate family of the Tenant(s) and by occupants as defined in and only in accordance with Real Property Law § 235-f.

**10. Possession.** Tenant will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove its property and peaceably yield up the Property to Landlord in the same condition as received, ordinary wear and tear excepted.

**11. Ordinary Wear and Tear.** Tenant agrees to have all carpets and tile floors professionally cleaned at least once per year. Tenant agrees to pay all costs of such professional cleaning as Additional Rent if Landlord pays for such service in absence of Tenant's compliance. Tenant agrees that holes, dings, scrapes, carpet stains, dirty walls, unclean appliances, and other uncleanliness, except those conditions that were present and documented at time of execution of this agreement, do not constitute ordinary wear and tear and will be considered damages under this Agreement. Tenant agrees to pay all associated cleaning or repair costs.

**12. Use of Property/Absences.** Tenant will occupy and use the Property as a full-time residential dwelling unit. Tenant will notify Landlord of any anticipated extended absence from the Property not later than the first day of the extended absence.

No retail, commercial or professional use of the Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant to obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

**13. Appliances and Equipment.** The following appliances and equipment will be provided by Landlord:

- Stove
- Refrigerator
- Smoke Detectors
- Carbon Monoxide Detectors
- Fire Extinguisher

Tenant will return all such items at the end of the term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted. Tenant is responsible to Landlord for the cost of repair or replacement of any items missing or damaged.

**14. Storage.** No additional storage space on the Property is authorized, permitted or provided. Any personal property stored in the common areas of the Property will be removed without notice.

**15. Parking.** This Agreement allows for parking of \_\_\_\_\_ registered motor vehicle(s) on the Property in the space located in front of the house. Tenant may not store unregistered motor vehicles or any more than \_\_\_\_\_ vehicle(s) without written consent of the Landlord. Tenant is responsible for all damages to the premises caused by vehicles parked by Tenant or Tenant's guests including, but not limited to, oil leaks, tire marks, or any other

damage. Tenant agrees not to perform vehicle maintenance or repairs of any kind on the premises.

**16. Roof/Fire Escapes.** Use of the roof and/or the fire escapes by Tenants and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property.

**17. Pets.** No pets are permitted without express written consent of Landlord. Strays must not be kept or fed in or around the Property. If a pet has been on or allowed on the Property, even temporarily (with or without the Landlord's permission) Tenant may be charged for cleaning, de-fleaing, deodorizing, shampooing, or replacing any portion of the Property.

**18. Keys and Locks.** Tenant will be given a set number of keys for the Property. If all keys are not returned to Landlord following termination of the Agreement, Tenant will be charged a monetary fee to replace the keys. If a security deposit was collected by the Landlord at the time of signing this Agreement, then such amount will be subtracted from the Security Deposit. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Property without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.

**19. Smoking.** Smoking is prohibited in any area in or on the Property, both private and common, in enclosed areas. Smoking is permitted outside. This policy applies to all owners, tenants, guests, employees, and service persons. The Tenant will be liable for any damages caused to the Property due to Tenant or Tenant's visitors or guests smoking in or on the Property. Tenant agrees to pay a minimum cleaning fee of \$\_\_\_\_\_ for each such violation of the Smoking Policy in addition to any damages as Additional Rent. Any violation of this policy will be seen as a breach of this Agreement and Landlord will be entitled to all remedies allowable by law including eviction.

**20. Maintenance and Repairs.** Landlord will have the responsibility to maintain the Property in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability. Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord. A repair request will be deemed permission for the Landlord to enter the Property to perform such maintenance or repairs in accordance with this Agreement unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord access or entry. Landlord will have expectation that the Property is in a safe and habitable condition upon entry.

**21. Utilities and Services.** Tenant will pay directly for all utilities, services, and charges provided to the Property, including any and all deposits require, except for \_\_\_\_\_, which will be paid by Landlord.

**22. Default.** Tenant will be in default of this Agreement if Tenant fails to comply with any material provisions of this Agreement by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation (or any other obligation) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action will be added to Tenant's financial obligations under this Agreement. All sums of money or charges required to be paid by Tenant under this Agreement will be additional rent, whether or not such sums or charges are designated as additional rent. Rights provided by this section are cumulative in nature and are in addition to any other rights afforded by law.

**23. Termination upon Sale of Property.** Notwithstanding any other provision of this Agreement, Landlord may terminate this Agreement upon thirty (30) days' written notice to Tenant that the Property has been sold. Should the new property owner opt to keep this Agreement, Tenant agrees to assignment of all rights and remedies under this Agreement to the new property owner.

**24. Military Termination.** In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Property is located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant will also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change, which warrants termination under this provision. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Property.

**25. Condition of Property.** Tenant stipulates, represents and warrants that Tenant has examined the Property, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition.

**26. Alterations and Improvements.** Tenant will make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the termination of this Agreement.

**27. Hazardous Materials.** Tenant will not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

**28. Lead Disclosure.** Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. Federal law requires that tenants and lessees receive certain information before renting pre-1978 housing. By signing this Agreement, Tenant represents and agrees that Landlord has provided Tenant with such information, including, but not limited to, the EPA booklet entitled *Protect Your Family from Lead in Your Home*.

**29. Damage to Property.** If the Property is damaged or destroyed as to render it uninhabitable, then either Landlord or Tenant will have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within twenty (20) days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants' guests or invitees, Landlord will have the right to termination and Tenants will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

**30. Landlord Access to Property.** Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon. Tenant will make the Property available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the Property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord will give Tenant reasonable notice of intent to enter. For these purposes, twenty four (24) hour written notice will be deemed reasonable.

**31. Indemnity Regarding Use of Property.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenant's property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, successors, assignees and/or agents.

**32. Accommodation.** Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenants responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation.

Landlord reserves the right to require appropriate medical verification of the disability.

**33. Compliance with Regulations.** Tenant will comply: (a) with all present and future city, state and federal laws and regulations, including the Rent Stabilization Code and Law, which may affect the Property, and (b) with all orders and regulations of Insurance Rating Organizations which affect the Property.

**34. Liens.** Neither Tenant nor anyone claiming through the Tenant will have the right to file mechanics liens or any other kind of lien on the Property and the filing of this Agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.

**35. Subordination of Lease.** This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.

**36. Assignment and Subletting.** Tenant will not assign this Agreement or sublet the Property without the Landlord's advance written consent in each instance to a request made by Tenant in the manner required by Real Property Law § 226-b. Landlord may refuse to consent to an assignment for any reason or no reason, but if Landlord unreasonably refuses to consent to a request for an assignment properly made, at Tenant's request in writing, Landlord will end this Agreement effective as of thirty (30) days after Tenant's request. The first and every other time the Tenant wishes to sublet the Property, Tenant must get written consent of the Landlord unless Landlord unreasonably withholds consent following your request to sublet in the manner provided by Real Property Law § 226-b. Landlord may impose a reasonable credit check fee on Tenant in connection with an application to assign or sublet. If Tenant fails to pay rent, Landlord may collect rent from subtenant or occupant without releasing Tenant from the Agreement. Landlord will credit the amount collected against the rent due from the Tenant. However, Landlord's acceptance of such rent does not change the status of subtenant or occupant to that of a direct tenant of Landlord and does not release Tenant from this Agreement.

**37. Waiver of Jury Trial, Counterclaim, and Setoff.** Landlord and Tenant waive trial by a jury. If Landlord commences any summary proceeding, Tenant shall not interpose and hereby waives the right to interpose any counterclaim or setoff of whatever nature or description in any such proceeding.

**38. Notice.** Notice under this Agreement will not be deemed valid unless in writing and personally served or forwarded by Certified or Registered Mail, return receipt requested, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

**Notices to Landlord shall be served/sent to:**

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**Notices to Tenant shall be served/sent to:**

At the Property

Such addresses may be changed from time to time by any party by providing notice as set forth above.

**39. Attorney's Fees.** The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

**40. Governing Law.** This Agreement will be governed, construed and interpreted by, through and under the Laws of the State of New York.

**41. Waiver and Severability.** The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, 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 will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

**42. Time of Essence.** Time is of the essence with respect to the execution of this Lease Agreement.

**43. Estoppel Certificate.** Tenant will execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within three (3) days after its receipt. Failure to comply with this requirement will be deemed Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

**44. Entire Agreement.** This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

**45. Application.** Tenant represents and warrants that all statements in Tenant's rental application are accurate. Any misrepresentations will be considered a material breach of this Agreement and may subject Tenant to eviction. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord reserves the right to terminate this Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any



time, upon discovering that information in Tenant's application is false.

**46. Binding Effect.** The provisions of this Agreement will be binding upon and inure to the benefit of parties and

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.**

## EXHIBIT A: Inspection Checklist

**Address:** \_\_\_\_\_

Tenant has inspected the Property and states that the Property is in satisfactory condition, free of defects, except as noted below:

	<b>Satisfactory</b>	<b>Comments</b>
<b>Kitchen</b>		
Cupboards	_____	_____
Floor ceiling	_____	_____
Walls and ceiling	_____	_____
Counter surfaces	_____	_____
Stove and oven	_____	_____
Refrigerator	_____	_____
Garbage disposal	_____	_____
Windows	_____	_____
Doors	_____	_____
Light fixtures	_____	_____
<b>Living Room</b>		
Floor covering	_____	_____
Walls and ceiling	_____	_____
Windows	_____	_____
Doors	_____	_____
Light fixtures	_____	_____
<b>Dining Room</b>		
Floor covering	_____	_____
Walls and ceiling	_____	_____
Windows	_____	_____
Doors	_____	_____
Light fixtures	_____	_____

**Bathroom**

Floor covering	_____	_____
Walls and ceiling	_____	_____
Shower and tub	_____	_____
Toilet	_____	_____
Plumbing fixtures	_____	_____
Windows	_____	_____
Doors	_____	_____
Light fixtures	_____	_____
Sink	_____	_____
Vanity	_____	_____
Medicine cabinet	_____	_____

**Hallways or Other Areas**

Floor covering	_____	_____
Walls and ceiling	_____	_____
Closets	_____	_____
Light fixtures	_____	_____
Furnace	_____	_____
Air conditioner	_____	_____
Patio or deck	_____	_____
Yard	_____	_____
Other (specify)	_____	_____

**Bedroom 1**

Floor covering	_____	_____
Walls and ceiling	_____	_____
Closet	_____	_____
Windows	_____	_____
Doors	_____	_____
Light fixtures	_____	_____

**Bedroom 2**

Floor covering	_____	_____
Walls and ceiling	_____	_____
Closet	_____	_____
Windows	_____	_____
Doors	_____	_____
Light fixtures	_____	_____

**Bedroom 3**

Floor covering	_____	_____
Walls and ceiling	_____	_____
Closet	_____	_____
Windows	_____	_____
Doors	_____	_____
Light fixtures	_____	_____

Other Notes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IN WITNESS WHEREOF**, the Landlord and Tenant have executed this Agreement and Exhibit A in the manner prescribed by law as of the Effective Date.

**Landlord:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name:

**Tenant:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name:

**Acknowledgment:**

STATE OF NEW YORK            )  
  ) ss:  
COUNTY OF \_\_\_\_\_        )

On the \_\_\_\_\_ day of \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_,

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public