

# Property Lease Agreement Street Address, NY 13790

This Agreement is made on \_\_\_\_ Day of \_\_\_\_\_, 2017.

Among the following names persons:

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**1<sup>st</sup> Party (called Tenant):**

Tenant Name

Address

City, NY 13790

**2<sup>nd</sup> Party (called Landlord):**

Landlord Name

Address

City, NY 13790

Both Tenants and Landlord subjecting to the terms and conditions set forth in this agreement, Landlord agreements to Tenants and Tenants rent from Landlord. The Premises located at \_\_\_\_\_, NY. The premises shall be occupied by the tenant whose name are mentioned in this agreement for residential purpose only.

Occupancy by guests for more than 8 days is prohibited in any given month without getting written permission from landlord. If some guests occupies the premises without permission this act will considered as breach of contract.

**1. INDIVIDUAL LIABILITIES:**

Each tenant who signs this residential lease agreement whether he stays in premises or not shall be jointly and individually liable for full performance of each and every obligation of this agreement, not limited to payment of rent but he will also be liable to make payment of damages caused to premises regardless of the fact whether these damages were caused by that tenant or not.

**2. TERM OF THE LEASING:**

All terms of the lease agreement shall be commenced on \_\_\_\_\_, 2017 and shall continue from that date on **month-to-month basis**

### 3. RENT PAYMENT:

I. Tenant shall pay decided/agreed amount of rent \$\_\_\_\_\_ per month, **payable in a single payment of full amount, in advance, on the FIRST day of each month** in form of cash, check, or direct bank transfer. If agreed day falls on weekend or on some legal holiday then rent will be paid on the prior business day.

#### II. LATE CHARGES AND FAILED CHECKS:

If rent is paid on or after FOURTH day of month, tenant will be served a 3 day notice to pay or vacate, and **TENANT will be responsible for any court and/or filing fees incurred by landlord. If paid after the FIFTH, the rent will be paid along with late charges of \$25** (Twenty-five dollars) per each month. If any check given by tenant remains unclear due to any reason then the tenants will pay return check charges of \$25 to the landlord.

#### III. RENT AMOUNT CHANGES:

Landlord must provide Tenant, in writing, no less than 30 days in advance, of any changes in rental amount. Monthly payment will reflect these changes. In writing shall include email correspondence.

### 4. TENANT SCREENING AND SECURITY DEPOSIT:

#### I. APPLICATION AND TENANT SCREENING/BACKGROUND CHECK.

Before the commencement of this Agreement, Tenant will complete and submit rental application. Upon acceptance of application, landlord will advise to proceed with background check, through a third party organization. Tenant will complete and pay for background check, and return results to landlord.

#### II. SECURITY DEPOSIT

Tenants shall pay Landlord \$\_\_\_\_\_ as a security deposit. In addition, Tenant shall pay Landlord \$\_\_\_\_\_ first month's rent. Landlord may use there from such amounts as are reasonably necessary to remedy Tenants' default in the payment of rent, repair damages to the premises exclusive of ordinary wear and tear, and to clean the premises if necessary. Landlord shall refund Tenants the balance of the security deposit after such deductions within twenty-one (21) days after the expiration of this Agreement. If deductions have been made, Landlord shall provide Tenants with an itemized account of each deduction including the reasons for and the dollar amount of each deduction. Security deposit is not to be utilized in lieu of rent. Total due upon acceptance of agreement: \$\_\_\_\_\_.

### 5. UTILITIES:

Tenants shall pay directly for all utilities, services and charges provided to the premises, such as water, sewer/trash, including all deposits required, except for the following, which shall be paid by Landlord:

None

**6. PARKING:**

Tenants are assigned parking as follows:

Driveway

This space shall be used for the parking of tenants' car(s) only, as described below.

Make & Model \_\_\_\_\_ License Plate & State \_\_\_\_\_

Make & Model \_\_\_\_\_ License Plate & State \_\_\_\_\_

Make & Model \_\_\_\_\_ License Plate & State \_\_\_\_\_

Make & Model \_\_\_\_\_ License Plate & State \_\_\_\_\_

Tenants may not repair vehicles of any kind in any parking space or anywhere else on or about the property. Grease, oil and any other dripping must be cleaned by Tenants when they occur and at Tenants' expense. Cars are not to be washed on or about the premises. In addition to rent, Tenants shall pay Landlord a parking fee of \$ 0 per month. This fee is payable in advance along with the rent and shall be paid at the same address as designated by Landlord for payment of rent. Tenant shall notify landlord of any changes to vehicle(s) as described in this agreement. Failure to do so will qualify as default of lease.

**7. PETS:**

See included "Pet Agreement". No animal, bird or other pet shall be brought on or kept on the premises without Landlord's prior written consent, except for the following:

a) None

**8. QUIET ENJOYMENT:**

Tenants shall be entitled to quiet enjoyment of the premises. Tenants shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other or nearby resident.

**9. ASSIGNMENT AND SUBLETTING:**

**No portion of the premises shall be sublet nor this Agreement assigned without the prior written consent of the Landlord. Any attempted subletting or assignment by Tenants shall, at the election of Landlord, be an irremediable breach of this Agreement and cause for immediate termination as provided here and by law. If tenant wishes to make any changes to the number of residents occupying the premises after the signing of this agreement, tenant must provide request IN WRITING. Changes must be approved by, and are subject to discretion of landlord. \_\_\_\_\_**

**10. POSSESSION OF THE PREMISES:**

The failure of Tenants to take possession of the premises shall not relieve them of their obligation to pay rent. If Landlord is unable to deliver possession of the premises for any reason not within Landlord's control, Landlord shall not be liable for any damage caused thereby, nor will this Agreement be void or voidable, but Tenants shall not be liable for any rent until possession is delivered. If Landlord is unable to deliver possession within \_\_\_\_\_ calendar days after the agreed commencement date, Tenants may terminate this Agreement by giving written notice to Landlord, and shall receive a refund of all rent and security deposits paid.

**11. CONDITION OF THE PREMISES:**

Tenants agree to

- I. Properly use, operate and safeguard the premises and all furniture and furnishings, appliances and fixtures within the premises,
- II. Maintain the premises in clean and sanitary condition, and upon termination of the tenancy, to surrender the premises to Landlord in the same condition as when Tenants first took occupancy, except for ordinary wear and tear,
- III. If the surrounding grounds are part of the premises and for exclusive use of Tenants, Tenants agree to irrigate and maintain the surrounding grounds in a clean and safe manner, keeping the grounds clear of rubbish and weeds and trimming all grass and shrubbery as necessary to effect a neat and orderly appearance to the property
- IV. Tenant will be responsible for keeping the grass at a length compliant with local codes and ordinances, OR, tenant will be responsible for compensating a lawn service for same.
- V. During times of inclement weather, tenant shall keep sidewalk clear of snow and ice.
- VI. Notify Landlord in writing upon discovery of any damages, defects or dangerous conditions in and about the premises; and
- VII. Reimburse Landlord for the cost of any repairs to the premises of damages caused by misuse or negligence of Tenants or their guests or invitees. This includes, but is not exclusive to, plumbing problems as a result of improper use such as flushing of garbage, sanitary napkins, or other trash.
- VIII. Tenant shall not accumulate excessive amounts of clutter, such as to create a life and safety hazard in event of a fire.
- IX. Landlord reserves right to post or display signage or notifications, as long as same is in compliance with local codes and ordinances.

X. Tenants acknowledge that they have examined the entire interior and exterior of the premises, including plumbing, heating and electrical appliances, smoke detector(s), fixtures, carpets, drapes and paint, and have found them to be in good, safe and clean condition and repair, with the following exceptions:

(Specify "none" if there are no exceptions)

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## **12. REPAIRS, ALTERATIONS AND DAMAGES:**

I. Except as provided by law or as authorized by the prior written consent of Landlord, Tenants shall not make any repairs or alterations to the premises, including but not limited to, painting the walls, installing wallpaper, murals, paneling, tile, or hanging posters or pictures weighing in excess of twenty pounds.

**2. If alterations or improvements to property are desired by tenant, that are not pertinent to habitability of premises, the tenant agrees to pay for same, without reimbursement by Landlord, unless otherwise agreed upon, in writing, in advance.**

3. If the premises are damaged or destroyed as to render them uninhabitable, then either Landlord or Tenants shall 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 fifteen 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 only shall have the right to termination and Tenants shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

## **13. EMERGENCY ENTRY AND INSPECTION:**

I. Tenants shall make the premises available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenants reasonable notice of intent to enter. For these purposes, twenty-four (24) hour written notice shall be deemed reasonable and reasonable hours shall be defined as 9am to 9pm Monday through Friday and 9am to 9pm on Saturdays. Written notice is defined as email or physical correspondence.

II. In order to facilitate Landlord's right of access, Tenants shall not, without Landlord's prior written consent, add, alter or re-key any locks to the premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenants further agree to notify Landlord in writing if Tenants install any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

III. Landlord reserves right to market property for rental or sales in any capacity once a 30 day written notice to discontinue renewal of lease is given by either tenant or landlord. Written notice is defined as email or physical correspondence.

## **14. EXTENDED ABSENCES AND ABANDONMENT:**

In the event Tenants will be away from the premises for more than 7 consecutive days, Tenants agree to notify Landlord in writing of the absence. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs. Abandonment is defined as absence of the Tenants from the premises, for at least 14 consecutive days without notice to Landlord. If the rent is outstanding and unpaid for fourteen (14) days and there is no reasonable evidence, other than the presence of the Tenants' personal property, that the Tenants are occupying the unit, Landlord may at Landlord's option terminate this agreement and regain possession in the manner prescribed by law.

**15. INSURANCE DISCLAIMERS:**

Tenants assume full responsibility for all personal property placed, stored or located on or about the premises. Tenants' personal property is not insured by Landlord. Landlord recommends that Tenants obtain insurance to protect against risk of loss from harm to Tenants' personal property. Landlord shall not be responsible for any harm to Tenants' property resulting from fire, flood, theft, burglary, strikes, riots, orders or acts of public authorities, acts of nature or any other circumstance or event beyond Landlord's control.

**16. HOLD HARMLESS:**

Tenants expressly release Landlord from any and all liability for any damages or injury to Tenants, or any other person, or to any property, occurring on the premises unless such damage is the direct result of the negligence or unlawful act of Landlord or Landlord's agents.

**17. LIQUID-FILLED FURNITURE:**

Tenant shall not use or have any liquid-filled furniture on the premises without Landlord's prior written consent. This includes, but is not exclusive to: water-beds, aquariums.

**18. ADDITIONAL PROVISIONS:**

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**19. ENTIRE AGREEMENT:**

This document constitutes the entire Agreement between the Tenants and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenants have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenants or their 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:

\_\_\_\_\_  
Landlord/Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord/Manager's Street Address with City, State, and Zip Code

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date