

New York Residential Lease Agreement

Landlord: Holdon Realty LLC;

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 30th day of _____ 2017 by and between **Holdon Realty LLC** (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Erie County, in the City of Buffalo, New York, such real property having a street address of _____, Buffalo, New York _____ (hereinafter referred to as the "Premises").

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

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

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above-described premises commencing August 1, 2016 – July 26, 2017.
2. **RENT.** The total rent for the term hereof is the sum of \$_____ payable in 12 equal installments of \$_____. The last installment (July 2017 - Last Month's Rent) is due to be paid in full by signing of this lease. The 11 remaining installments will be due on the 1st day of each month beginning August 1, 2016. *TAKE NOTICE THAT NO TENANT SHALL TAKE POSSESSION OF THE PREMISES UNTIL ALL TENANTS OCCUPYING THIS PREMISES ARE PAID IN FULL PRIOR TO MOVING IN. THIS WILL INCLUDE LAST MONTHS RENT AND DAMAGE AND UNPAID INVOICE DEPOSIT.* All such payments shall be made by Check or Money Order and made Payable to: Holdon Realty LLC, and Mailed to: 100 Crossways Park Drive West – Suite 206, Woodbury, NY 11797, on or before the due date and without demand. Do not send cash. Please allow 5 business days for mailing. All tenants will receive a Rental Invoice which will be emailed to you as "courtesy" only. Late charges are calculated at the time the payment is received at the above address. All payments are posted on the business day that the payment is received and/or may be deposited (on the day of receipt or the next business day if payments are received over a weekend). Rental Account Statements detailing your invoice charges as well as your payments made will be emailed to you around the 15th of every month. Your cancelled check or money order receipt will serve as your proof of payment. Retain these items for your personal records.
3. **DAMAGE AND UNPAID INVOICE DEPOSIT.** The Tenant shall deposit with Landlord the sum of \$_____, prior to move-in, receipt of which is hereby acknowledge by Landlord as a deposit of funds to be used to pay for any damages to the property or furnishings, cleaning, unpaid late

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fee's, utility surcharges (unpaid water bills, etc), ordinance fines imposed by the city of Buffalo (i.e. not returning garbage totes to the house, not shoveling snow from the walkways), fines imposed by the Property Management Agent (not taking out the garbage weekly, cleaning the property if required due to un-sanitary conditions), and any other tenant caused incidental charges. ANY FUNDS USED BY LANDLORD AND/OR HIS ASSIGNEES for such charges MUST BE PAID AT TIME OF SERVICE TO MAINTAIN THE FULL DEPOSIT AMOUNT OF \$. There shall be no deduction for minor wear and tear of the premises caused during the term hereof. The Damage and Unpaid Invoice deposit shall be held at the end of the lease term, followed by a final inspection to examine the premises for possible damages and other issues. Following the final inspection, the turnover of all keys, and completely vacating the premises, the security deposit shall be returned via mail to the forwarding address of the tenant, minus documented deductions. The damage and unpaid invoice deposit will be returned within 60 days of the end of the lease.

4. **USE OF PREMISES.** The Premises shall be used and occupied by the signers of this lease (your housemates) exclusively, as a private dwelling. Although you may be invoiced individually for your share of the rent as a courtesy, it is understood that you and your housemates will act as a family unit. **No part of the premises shall be used at any time during the term of this Agreement by the Tenant for the purpose of carrying on any business, profession, meeting or gatherings for any social organization specifically to include Fraternity and Sorority (nationally recognized, private, on-campus, or off-campus) functions of any kind/nature, trade of any kind, or for any purpose other than as a private dwelling.** Tenant shall not allow any other person, other than Tenant's immediate family or 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. The use of the premises for any unlawful activity or specifically stated above shall be deemed a material breach of the contract and shall trigger the Landlord right of immediate eviction and removal from premises.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease commencement in good order, repair, and in a safe, clean and tenantable condition. Any issues that may be present at Lease commencement to the contrary will be addressed in a written statement within 10 days of Lease commencement and will be rectified in a timely manner.
6. **ASSIGNMENT AND SUBLETTING.** Tenant 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. A written consent by Landlord to such assignment, subletting, or license shall not be deemed to be consent to any subsequent assignment, subletting or license. An assignment, subletting, or license permitted by the tenant 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.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations of any kind to the building or improvements on the Premises or construct any building or make any other

improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement. This is to include and not be limited to painting, installation of any type of fixtures or door hardware, installation of window treatments, etc.

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

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous by any responsible insurance company. This includes the use of any apparatus that uses a continuous open flame, burning coals, or any type of device that burns any type of material designed to burn or stay heated for a continuous amount of time and which uses fire as an ignition source in the apartment or house (i.e., wax, wax like substitutes, wicks, wax candles, incense, charcoal grills, the use of any type of charcoal in any device i.e.: "hookah", propane heaters, propane torches, kerosene heaters, Bunsen burners, alcohol burners, sterno heating cans, or any type of torch, etc). Use of any of these devices or burning agents will represent a material breach of this contract.

10. **UTILITIES :**

- Garbage Pickup (Included in rent)
- Lawn Care (Included in rent)

- Ø Cable TV (NOT included in rent)
- Ø Water (NOT included in rent)
- Ø Electricity (NOT included in rent)
- Ø Gas (NOT included in rent)
- Ø Internet (NOT included in rent)
- Ø Snow and Ice removal from walkways and sidewalks (NOT included in rent – Tenant Responsibility). Tenant indemnifies Landlord with respect to any injuries or damages caused from snow and ice.

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

- a. Not obstruct the driveways, sidewalks, courts, entryways, stairs and/or hallways, which shall be used for the purposes of ingress and egress only;

- b. Keep all windows, glass, window coverings, doors, locks and hardware clean and in good order and repair;
- c. Not obstruct or cover the windows or doors (i.e. Beds, Bed Frames, Furniture, etc.);
- d. Not leave the windows or doors in any open position during inclement weather;
- e. Not hang any laundry, clothing, sheets, etc. from any wall, window, railing, porch or balcony nor air or dry any of the same within any yard or space on or about the Premises;
- f. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- g. Keep all air conditioning filters clean and free from dirt. All air conditioners must be removed during the months of October 1st – April 30th.
- h. Keep all lavatories, sinks, garbage disposals, dishwashers, toilets and all other water and plumbing apparatus in good order and repair and shall use the same only for the purposes for which they were constructed; any damage to any such apparatus and **the cost of clearing stopped plumbing resulting from misuse shall be paid by Lessee and or be divided equally amongst all tenants of that particular rental** (Property management fee for clearing stopped drains is a minimum of \$50.00);
- i. Deposit all trash, garbage, rubbish and refuse in the locations provided and not allow any rubbish, garbage, rags, cans, bottles, sweepings, sand, ashes, filled open containers be permitted to stand on or about the interior or exterior of the Premises. Only bagged trash is to be deposited in the City Garbage totes located outdoors (no loose trash or garbage). **City Trash pick-up is THURSDAYS @ 8:00AM.** If Trash is not taken to the curb on trash day, the Landlord will have the right to take it to the dump at a cost of \$35.00 (divided equally amongst all tenants of the rental unit and be deducted from your Damage and un-paid Invoice Deposit). Additionally if the garbage totes are not returned to the house by Thursday 8:00pm, and the property is fined by the City of Buffalo Ordinance Violations Department (\$52.50 if paid within 10 days; \$105.00 after 10 days; \$157.50 after default) this too shall be deducted from your "Damage and un-paid Invoice Deposit" if the invoices is not paid by the due date and at the discretion of the property management company. This charge will be divided equally amongst all tenants of the rental unit. If this occurs more than two times, the property management company has the right to create a tenant task list assigning each tenant the responsibility of performing this task each week and only the tenant assigned that week will be held responsible for paying the fee if necessary.
- j. At all times maintain order in or on the Premises and not make or permit any loud or improper noise or otherwise disturb others (**absolutely no "Open" parties and/or Keg parties allowed**). The use of the attic and basement is strictly prohibited by the tenants except to uses as directed by the Landlord (i.e. Laundry use in basement). If this rule is broken there will be a \$100.00 fine at each occurrence to be split amongst all tenants in the rental unit.
- k. Keep all radios, televisions, stereos, etc. turned down to a reasonable level of sound that does not annoy or interfere with others;
- l. If a device is found in the apartment that constitutes a material breach of this contract (as in the Hazardous Materials clause of this lease) a fine of \$50.00 will be imposed to be divided amongst all tenants in that apartment. A second breach will constitute the termination of this agreement and eviction proceedings will commence.
- m. Smoking is prohibited in the rental units. If smoking occurs, a cleaning and disinfecting charge of \$250 per rental unit will be assessed between all tenants. If painting is

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required of the walls and ceilings, this charge will be assessed to the tenants of the property.

- n. Upholstered furniture is prohibited by Erie County Ordinance from being on outside porches. Subject to strict fines that tenant must pay upon receipt with proof of payment to Landlord.
- o. If any furniture (Bulk Items) is left in the rental at 12pm on 7/26/17, a minimum charge of \$500.00 will be assessed for a dump trailer/ dumpster bulk item removal service to be hired to remove such items from the property. This charge will be divided equally amongst all tenants. Furniture may not be left on the curb except for "Bulk Trash Day". There is only 1 Bulk trash day per season. In the spring it will be on June 15th. This information is readily available at http://www.ci.buffalo.ny.us/Home/City_Departments/Public_Works_Parks_Streets

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

13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the premises for the purpose of inspecting the premises, all building and improvements for the purpose of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the premises or the building. Landlord and its agents shall further have the right to exhibit the premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time before the expiration of this Lease. The right of entry shall likewise exist for the purpose of showing the premises to future tenants (tenant shall have right of first refusal to extend lease as long as ALL tenants remain in good standing) removing placards, signs, fixtures, alterations or additions.

14. **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.

15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises without the consent of Landlord after the natural expiration of this Agreement, a "hold over" tenancy will exist and will NOT be subject to all of the terms and conditions hereof except that rent shall then be due and owing at One Hundred Dollars (\$100.00) per day.

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16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements accepted.
17. **ANIMALS.** *Lessee is NOT entitled to keep any animals or pets on premises at anytime.* This includes, and is not limited to domestic dog, cat, bird, rodents, reptiles or fish. This also includes "Watching" or "Sitting" for someone else's pet. If during an inspection any animal is discovered on premises a fine of \$100 will be immediately imposed, and further \$100 per day fine will be charged amongst all tenants of the rental unit until the material breach is rectified. If the animal is not removed from the premises within 3 days eviction proceedings will commence due to a material breach of this contract.
18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
19. **INDEMNIFICATION.** Landlord and Property Management Company shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
20. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of 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 seven (7) 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 seven (7) 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
21. **RENTER'S INSURANCE.** Tenant is advised to obtain renter's insurance at Tenants' own expense. Such rental insurance should cover any losses sustained to Tenants personal property or vehicle by reason of theft, accident or other such hazards. When Tenant purchases insurance, Tenant shall furnish Landlord with a copy of the insurance binder and paid receipt. It is acknowledged that the Landlord does not maintain this insurance to cover personal property loss or damage suffered by the Tenant. Moreover, the Landlord shall not be responsible for any damage caused to the leased Premises by fire, theft, rain water overflow/leakage, acts of GOD, and/or any other causes. It is acknowledged that Landlord is not liable for these occurrences. It is acknowledged that Tenant's insurance policy shall solely indemnify Tenant for any losses sustained. Tenants' failure to maintain said policy shall be a complete waiver of Tenants' right to seek damages against Landlord for the above stated losses. The parties acknowledge that the premises are not to be considered a security building, which would hold Tenant to a higher degree of care. The

acquisition of Renter's Insurance shall be the sole protection against damage to the Lessee's personal belongings due to fire, lightning, falling objects, smoke, explosion, wind and hail, water damage from plumbing, steam or water, heating systems, vandalism and of course theft. Such Renter's Insurance may also be purchased to cover liability and guest medical expenses.

22. **LATE CHARGE.** In the event that any payment (i.e. monthly rent, "Last Month's Rent", Damage and Unpaid Invoice Deposit, ordinance fines, assessed fines, etc) required to be paid by Tenant hereunder is not made within ten (10) business "grace" days of when it is due, Lessee shall pay to Lessor, in addition to such payment or other charges due hereunder, a late charge in the amount of \$50.00 (fifty dollars), and \$3.00 (three dollars) per day for every late day after 11th of the month. ***Any request to have a late charge dismissed, credited, or waived will only be considered prior to the rent being due. Late charges will be invoiced. If late charges are not paid when due, the Landlord has the right to deduct this from your "Damage and Unpaid Invoice Deposit" at their discretion.*** Returned/bounced checks will be charged a \$50 fee.
23. **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, re-lease the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-leasing and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such re-leasing. 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.
24. **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.
25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New York.
26. **SEVERABILITY.** If any provision of the 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.
27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for 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.
29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
31. **JURY TRIAL.** Tenant waives the right to trial by jury in any eviction action.
32. **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.
33. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Inquiries and repairs are to be directed to Chris Fiore at:

Chris Fiore
(716) 292-1259
Whatever2313@aol.com

Tenant contact information:

All correspondence will be mailed to: _____, Buffalo, NY 14214 _____

All correspondence will be emailed to the following telephone number and email addresses unless otherwise directed:

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

34. **ADDITIONAL PROVISIONS; DISCLOSURES.**

- a. Lessor has no actual knowledge of the presence of lead-based paint and/or lead-based paint hazards at the Premises. US EPA Lead Pamphlet Attached
- b. Currently, the Premises are not located within a flood zone.
- c. Personal property of Lessee: Once Lessee vacates the premises and/or lease termination date has expired, all personal property left in the unit shall be stored by the Lessor for 3 days from lease date termination. If within that time period, Lessee does not claim said property, Lessor may dispose of said items in any manner Lessor chooses.

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- d. The Apartment is furnished with appliances to include **Refrigerator, stove, washer and dryer**. Laundry Room: The use of the Laundry room, washer and/or dryer is a courtesy only. The Landlord has no duty or responsibility to maintain this equipment for the use of the tenants. Although laundry facilities are provided, if the washer or dryer breaks down, it will be the responsibility of the Management Company to determine if the damage was due to tenant misuse (overloading, foreign objects in drain, broken doors, etc.) and to possibly replace, repair, and/or negotiate with tenants a cost to be incurred to reinstate this courtesy.
- e. "Last Month's Rent" payment of \$ due on or before the signing of this lease.
- f. "Damage and Unpaid Invoice" Deposit of \$ due on or before the signing of this lease.

As to Landlord this of , 20

LANDLORD: ("Holdon Realty LLC")

Sign: _____

Print: _____ Date: _____

As to Tenant, this of , 20

TENANT ("Tenant"):

Tenant Name: _____

Tenant Signature: _____ Date: _____

Tenant Name: _____

Tenant Signature: _____ Date: _____

Tenant Name: _____

Tenant Signature: _____ Date: _____

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