

## **RESIDENTIAL PREMISES LEASE AGREEMENT**

This Residential Premises Lease Agreement ("Lease") is made and effective this \_\_\_\_\_ by and between:

LANDLORD:           Name: \_\_\_\_\_  
                          Current Address: \_\_\_\_\_  
                          \_\_\_\_\_

TENANT(S)           Name: \_\_\_\_\_  
                          Current Address: \_\_\_\_\_  
                          \_\_\_\_\_

This Lease creates joint and several liability in the case of multiple Tenants.

**1. PREMISES.**

Landlord hereby rents to Tenant and Tenant accepts in its present condition the premises at following address: \_\_\_\_\_ (the "Premises").

**2. TERM.**

The term of this Lease shall start on \_\_\_\_\_, and end on \_\_\_\_\_. In the event that Landlord is unable to provide the Premises on the exact start date, then Landlord shall provide the Premises as soon as possible, and Tenant's obligation to pay rent shall abate during such period. Tenant shall not be entitled to any other remedy for any delay in providing the Premises.

**3. RENT.**

Tenant agrees to pay, without demand, to Landlord as rent for the Premises the sum of \_\_\_\_\_ per month in advance on the first day of each calendar month, at \_\_\_\_\_, or at such other place as Landlord may designate. Landlord may impose a late payment charge of \_\_\_\_\_ for any amount that is more than five (5) days late. Rent will be prorated if the term does not start on the first day of the month or for any other partial month of the term. Any monies due and payable under paragraphs 8 & 13 herein shall also be considered Rent and shall be due in advance of the first day of each calendar month in which the charge(s) accrued.

**4. SECURITY DEPOSIT.**

Upon execution of this Lease, Tenant deposits with Landlord \_\_\_\_\_, as security for the performance by Tenant of the terms of this Lease to be returned to Tenant, Without Interest, following the full and faithful performance by Tenant of this Lease. In the event of damage to the Premises caused by Tenant or Tenant's family, agents or visitors, Landlord may use funds from the deposit to repair, but is not limited to this fund and Tenant remains liable.

**5. QUIET ENJOYMENT.**

Landlord agrees that if Tenant timely pays the rent and performs the other obligations in this Lease, Landlord will not interfere with Tenant's peaceful use and enjoyment of the Premises.

**6. USE OF PREMISES.**

A. The Premises shall be used and occupied by Tenant exclusively as a private single-family residence. Neither the Premises nor any part of the Premises or yard shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence.

B. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and homes associations, if any, with respect to the Premises. Tenant is responsible for all fines assessed against the premises, payable in accordance with the attached payment schedule ("Schedule A"), for a violation of any law, ordinance, or other rule, assessed by any governmental agency. If the fine is imposed against the house, and not against a single tenant at the house, then all units composing the house upon which the fine was assessed shall be jointly and severally liable for the fine and administration fees (*See* Schedule A).

**7. NUMBER OF OCCUPANTS.**

Tenant agrees that the Premises shall be occupied by no more than \_\_\_\_\_ persons, including no more than \_\_\_\_\_ under the age of eighteen (18) years, without the prior written consent of Landlord.

**8. ATTORNEY FEES AND EVICTION EXPENSES**

The undersigned Tenant(s), agree(s) that any costs, including but not limited to attorney fees, filing fees, court costs, service of process fees, executions of warrants of eviction, or any other such disbursements, will be charged to the undersigned Tenant(s) as rent if the undersigned Tenant(s) becomes in default of the obligations memorialized by this lease agreement by materially breaching the terms set forth herein or by nonpayment of rent that has become due.

**9. CONDITION OF PREMISES.**

A. Tenant agrees that Tenant has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and tenantable condition.

**10. ASSIGNMENT AND SUBLETTING.**

A. Tenant shall not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises without Landlord's prior written consent.

B. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, terminate this Lease.

C. Tenant agrees that the only authorized occupants of the premises are those parties listed above and, in the absence of written consent from the Landlord, any third party

taking up residence on the premises or, in any way, residing at the premises without the Landlord's express written consent, shall be considered a material breach of this agreement and shall result in immediate eviction of all parties residing at the Premises.

**11. ALTERATIONS AND IMPROVEMENTS.**

A. Tenant shall make no alterations to the Premises or construct any building or make other improvements without the prior written consent of Landlord.

B. All alterations, changes, and improvements built, constructed, or placed on or around the Premises by Tenant, with the exception of fixtures properly removable without damage to the Premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Lease.

**12. DAMAGE TO PREMISES.**

If the Premises, or any part of the Premises, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises is untenable. If Landlord shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

**13. DANGEROUS MATERIALS.**

Tenant shall not keep or have on or around the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the Premises or that might be considered hazardous.

**14. UTILITIES.**

Tenant shall be responsible for arranging and paying for all utility services required on the premises, except Landlord will provide: \_\_\_\_\_.

Tenant shall not default on any obligation to a utility provider for utility services at the Premises. All utility services, including but not limited to heat, electric and gas (if appropriate) shall be turned on and maintained during the entire term of the lease. Tenant is responsible for any damage that may result from the failure to maintain proper utility service. If at any time and for any reason any utility is turned off and/or reverts to the Landlord any and all charges accruing to the Landlord as a result of said reversion shall become immediately due and payable as Rent under paragraph 3 of this agreement. The tenant also agrees to pay a \$20.00, in addition to any other charges, as additional rent due and payable under paragraph 3 of this agreement. Failure to maintain proper utility service shall be considered a material breach of this agreement.

**15. MAINTENANCE AND REPAIR.**

A. Tenant will, at Tenant's sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease. In particular, Tenant shall keep the fixtures in the Premises in good order and repair; keep the furnace clean; and keep the walks free from dirt and debris. Tenant shall immediately notify Landlord of any and all problems with any plumbing, range, oven heating apparatus, electric and gas fixtures, other mechanical devices and systems, floors,

ceilings or walls. Landlord shall use its best efforts to promptly repair or replace such damaged or defective area, appliance or mechanical system Whenever damage to such items shall have resulted from Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor, Tenant is responsible for payment of the repairs in accordance with the attached Schedule of Fees (See Schedule A).

B. Tenant agrees that no signs shall be placed or painting done on or about the Premises by Tenant without the prior written consent of Landlord.

16. **ANIMALS.**

Tenant shall keep no domestic or other animals in or about the Premises without the prior written consent of Landlord.

17. **RIGHT OF INSPECTION.**

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Premises for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

18. **DISPLAY OF SIGNS.**

During the last sixty (60) days of this Lease, Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective purchasers or tenants.

19. **HOLDOVER BY TENANT.**

Should Tenant remain in possession of the Premises with the consent of Landlord after the expiration of the Term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days by either party or longer notice if required by law. If Tenant holds over without Landlord's consent, Tenant agrees to pay Landlord double rent, pro-rated per each day of the holdover, lasting until Tenant leaves the Premises.

20. **SURRENDER OF PREMISES.**

At the expiration of the Lease, Tenant shall quit and surrender the Premises in as good a condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

21. **FORFEITURE OF SECURITY DEPOSIT - DEFAULT.**

It is understood and agreed that Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to comply, such security deposit shall be forfeited and Landlord may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a Tenant leaving the Premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant should Tenant breach any of the terms and conditions of this Lease. In the event of default, by Tenant, of any obligation in this Lease which is not cured by Tenant

within fifteen (15) days notice from Landlord, then in addition to forfeiture of the Security Deposit, Landlord may pursue any other remedy available at law, equity or otherwise.

**22. ABANDONMENT.**

If at any time during the term of this Lease, Tenant abandons the Premises or any of Tenant's personal property in or about the Premises, Landlord shall have the following rights: Landlord may, at Landlord's option, enter the Premises by any means without liability to Tenant for damages and may relet the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting; Also, at Landlord's option, Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. Landlord may also dispose of any of Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant. Landlord is entitled to presume that Tenant has abandoned the Premises if Tenant removes substantially all of Tenant's furnishings from the Premises, if the Premises is unoccupied for a period of two (2) consecutive weeks, or if it would otherwise be reasonable for Landlord to presume under the circumstances that the Tenant has abandoned the Premises.

**23. SECURITY.**

Tenant acknowledges that Landlord does not provide a security alarm system or any security for the Premises or for Tenant and that any such alarm system or security service, if provided, is not represented or warranted to be complete in all respects or to protect Tenant from all harm. Tenant hereby releases Landlord from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

**24. SEVERABILITY.**

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

25. **INSURANCE.**

Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

26. **BINDING EFFECT.**

The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

27. **GOVERNING LAW.**

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of New York.

28. **ENTIRE AGREEMENT.**

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

29. **NOTICES.**

Any notice required or otherwise given pursuant to this Lease shall be in writing; hand delivered, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premises and if to Landlord, at the address for payment of rent.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

Tenant \_\_\_\_\_  
print name:

Landlord: \_\_\_\_\_

BY: \_\_\_\_\_

Tenant \_\_\_\_\_  
print name:

Tenant \_\_\_\_\_  
print name:

Tenant \_\_\_\_\_  
print name: