

# Apartment Lease Agreement

The Landlord and Tenant agree to lease the Apartment for the Term and at the rent stated on these terms:

LANDLORD:

TENANT: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

Apartment (and terrace, if any) \_\_\_\_\_ at \_\_\_\_\_

Lease date:	Term _____	Yearly Rent	\$ _____
_____ 20_____	beginning _____ 20_____	Monthly Rent	\$ _____
	ending _____ 20_____	Security	\$ _____
1. USE:		Key Deposit	\$ _____

The Apartment must be used only as a private Apartment to live in and for no other reason. Only a party signing this Lease and those persons listed on the rental application shall have right to the leased premises.

## 2. RENT, ADDED RENT:

The rent payment for each month must be paid by the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenants may be required to pay other charges to the Landlord under the terms of this Lease. They are to be called "added rent". This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time. Landlord shall have the same rights against Tenant as if Tenant failed to pay rent.

Tenant agrees to pay a \$25.00 late charge if rent is not received by the 5<sup>th</sup> of each month, at the office of Landlord or other such place as Landlord may designate, and a sum of \$1 per day until rent is paid. Late charges are deemed additional rent.

It is hereby understood that the premises are leased for the total value of the yearly lease term, or any subsequent renewal thereafter, and the payment of rent in monthly installments is for the convenience of Tenant only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

The Landlord may collect a fee of \$35.00 if a check is not honored for payment (bounces). This charge is in addition to the regular monthly rent payable by the Tenant. Return check charges are deemed additional rent.

## 3. FAILURE TO GIVE POSSESSION:

Landlord shall not be liable for failure to give Tenant possession for the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the date possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the term will not change.

## 4. SECURITY DEPOSIT:

If the rent is increased Tenant shall deliver to the Landlord, on or before the effective date of such increase, as additional security, a sum equal to the monthly increase.

If the Tenant does not pay rent on time, Landlord may use the security to pay for rent past due. If Tenant fails to perform any other term in this Lease. Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security Tenant shall, upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. At all times Landlord is to have the amount of security stated above.

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Apartment in good condition on the last day of the Term, then Landlord will return the security deposit being held.

If Landlord sells or leases the Building, Landlord may give the security to the buyer or lessee. In that event, Tenant will look only to the buyer or lessee for the return of the security. The security is for Landlord's use as stated in this Section. Landlord may put the security in any place permitted by law. If the law states the security must bear interest, unless the security is used by Landlord as stated. Landlord will give Tenant the interest less the sum Landlord is allowed to keep for expenses. If the law does not require security to bear interest, Tenant will not be entitled to it. Landlord need not give Tenant interest on the security deposit if Tenant is not fully performing any term in this Lease. The security deposit referred to in this paragraph is deemed additional rent.

## SECURITY DEPOSIT MAY NOT BE USED FOR LAST MONTH'S RENT.

## 5. JOINT AND SEVERAL:

If two or more Tenants execute this Lease, their liability is joint and several.

## 6. TENANT'S REPRESENTATION:

Tenant represents that the Apartment shall be occupied only by tenant and such other persons listed and approved on the application submitted in connection with this lease, for living purposes only. Tenant further represents that neither Tenant nor any member of Tenant's family, nor any guest or other person invited or permitted into the Apartments by tenant, shall use or occupy premise or any part thereof including the common areas of the building or buildings of the project, and also including any portion of the ground of the project, or allow same to be used or occupied for the unlawful trade, manufacture, distribution, storage, and/or sale of

Marijuana or of any specifically defined controlled substance as set forth in section 3306 of the Public Health Law and section 220 of the Penal Law of the State of New York. Tenant shall be responsible for all acts of tenant, tenant's family member, guest or invitees.

Tenant represents the warrants and accuracy of all statements made in the application submitted in connection with this Lease and in any report of income made by or on behalf of Tenant or any statement of family income or family composition and it shall be a default under this Lease if any statement contained therein shall prove inaccurate at any time.

Tenant hereby certifies that s/he, and all members of the household are not subject to registration under any provision of Article 6-C of the Correction Law of New York State, "Sex Offender Registration Act" or any equivalent federal registration law, the sex offender registration law of another state, or any similar law in any other jurisdiction of the United States or any foreign country.

Tenant further agrees that upon any member of the household becoming subject to registration as a sex offender or upon the Landlord's discovery that any member of the household is already subject to registration, at any level, under New York or any other law, this lease shall terminate. Upon such termination, the Tenant shall receive five (5) days notice to vacate pursuant to this paragraph. If the Tenant fails to vacate within five (5) days from the date of the notice, the Landlord shall have the right to commence a Summary Proceeding to Recover Possession of Real Property.

#### 7. SERVICES:

Landlord will supply: (a) heat as required by law, (b) hot and cold water for bathroom and kitchen sink, (c) use of elevator, if any. Stopping or reducing of service(s) will not be reason for tenant to stop paying rent, to make a money claim or to claim eviction. Damage to the equipment or appliances supplied by Landlord caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added rent.

Tenant must pay for all electric, telephone, and other utility service used in the Apartment and arrange for them with the public utility company. Should tenant fail to pay same and the utility reverts back to the landlord, the tenant agrees to reimburse same to landlord. These charges are deemed additional rent.

Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, and air cooling equipment or other appliance unless installed by Landlord or with Landlord's written consent. Tenant must not use more electric than the wiring or feeders to the building can safely carry.

Landlord may stop service of the plumbing, heating, elevator, and air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. If unable to supply any service because of labor trouble, government order, lack of fuel supply or other cause not controlled by Landlord, Landlord is excused from supplying that service. Service shall resume when Landlord is able to supply it.

Landlord has provided for the use of the tenant a washing machine and dryer, and tenant acknowledges that Tenant will use these at Tenant's own cost and risk.

#### 8. ALTERATIONS:

Tenant must obtain Landlord's prior written consent to install any paneling, flooring, "built in" decorations, partitions, railings or make alterations or to paint or wallpaper the Apartment. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Landlord when completed and paid for. They shall remain with and as part of the Apartment at the end of the Term. Landlord has the right to demand that Tenant remove alterations and installation before the end of the term. The demand shall be by notice, given at least 15 days before the end of the Term. Tenant shall comply with the demand at Tenant's own costs. Landlord is not required to do or pay for any work unless stated in this Lease.

If a Mechanic's Lien is filed on the Apartment or Building for Tenant's failure to pay for alterations or installations in the Apartment, Tenant must immediately pay or bond the amount stated in the Lien. Landlord may pay or bond the Lien if Tenant fails to do so within 20 days after Tenant is given notice about the Lien. Landlord's costs shall be added rent.

#### 9. REPAIRS:

Tenant must take good care of the apartment and all equipment and fixtures in it. If a need for repair results from tenants act or neglect, Landlord will make the repair. Tenant will reimburse Landlord for the repair; this reimbursement is deemed additional rent.

#### 10. FIRE ACCIDENT, DEFECTS, DAMAGE:

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Apartment cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged structural parts of the Apartment. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty tenant is in default in any Term this Lease, then all repairs will be made at the Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver Apartment to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is canceled, Landlord is not required to repair the Apartment or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of the New York Real Property Law Section 27. Tenant has no right to cancel this Lease due to fire or casualty.

#### 11. LIABILITY:

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence, Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages, suffered and money spent by Landlord relating to any claim arising from any

act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect, Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice.

Tenant is responsible for all acts of tenant's family, employees, guests or invitees. Tenant should carry whatever property or liability insurance Tenant may require.

#### **12. ENTRY BY LANDLORD:**

Landlord may enter the Apartment at reasonable hours to: repair, inspect, exterminate, install or work on master antennas or other systems and perform other work that Landlord decides is necessary. At reasonable hours, Landlord may show the Apartment to possible buyers, lenders, or tenants of the entire building or land. At reasonable hours, Landlord may show the Apartment to possible or new tenants during the last 6 months of the Term.

If Landlord enters the Apartment, Landlord will try not to disturb Tenant. Landlord may keep all equipment necessary to make repairs or alterations to the Apartment or building. Landlord is not responsible for disturbances or damages to tenant because of performing work or keeping the equipment in the Apartment. Landlord's use of the Apartment does not give Tenant a claim of eviction. Landlord may enter the Apartment to get to any part of the building.

Landlord has the right at any time to permit the following people into the Apartment (i) receiver, trustee, assignee for benefit of creditor; or (ii) sheriff, or court officer; and (iii) any person from the fire, police, building, or sanitation departments or other state, city or Federal Government. Landlord has no responsibility for damage or loss as a result of those persons being in the Apartment.

#### **13. CONSTRUCTION OR DEMOLITION:**

Construction or demolition may be performed in or near the Building. Even if it interferes with Tenant's ventilation, view or enjoyment of the Apartment it shall not effect Tenant's obligation in this Lease.

#### **14. ASSIGNMENT OR SUBLEASE:**

Tenant must not assign this Lease or sublet all or part of the apartment or permit any other person to use the Apartment. If tenant does, Landlord has the right to cancel this Lease as stated in the default Section. State law may permit Tenant to assign or sublet under certain conditions. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after a permitted assignment or sublet even if Landlord accepts rent from the assignee or subtenant. The amount accepted will be credited toward rent due from Tenant. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts of any person in the Apartment.

#### **15. SUBORDINATION:**

This Lease and Tenant's rights which are subject and subordinate to all present and future; (a) leases for the Building or the land on which it stands; (b) mortgages on the leases or the building or land; (c) agreements securing money paid or to be paid by a lender; and (d) terms, conditions, renewals, changes or any kind and extensions of the mortgages, leases or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subjected and subordinate. Tenant authorized Landlord to sign these certificate(s) for Tenant.

Landlord may borrow money from a lender. The lender may request an agreement for changes in this Lease. Tenant must sign the agreement if it does not change the Rent, the Term, or alter the Apartment.

#### **16. TENANT'S CERTIFICATE**

Upon request by Landlord, Tenant shall sign a certificate stating the following; (i) this Lease is on full force and unchanged (or if changed, how it was changed); and (ii) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; and (iii) Tenant is fully performing all terms of the Lease and will continue to do so; and (iv) rent and added rent have been paid to date. The certificate will be addressed to the party Landlord chooses.

#### **17. CONDEMNATION:**

If all of the Apartment or Building is taken, condemned by a legal authority, the Term and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is canceled, Tenant must deliver the Apartment to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to the Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

#### **18. TENANT'S DUTY TO OBEY LAWS AND REGULATIONS:**

Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

#### **19. TEARING DOWN THE BUILDING:**

If the Landlord wants to tear down the entire Building, Landlord shall have the right to end this Lease by giving six (6) months notice to Tenant. If Landlord gives Tenant such notice and such notice was given to every tenant in the building, then the Lease will end and tenant must leave the Apartment at the end of the six months period in the notice.

#### **20. LIABILITY FOR PROPERTY LEFT WITH LANDLORD'S EMPLOYEES:**

Landlord's employees are not permitted to drive Tenant's cars or care for Tenant's cars or personal property. Tenant must not leave a car or other personal property with any of Landlord's employees. If Tenant violated this Paragraph, Landlord is not responsible for (a) loss, theft or damage to the property, and (b) injury caused by the property or its use.

## 21. PLAYGROUND, POOL, PARKING AND RECREATION AREAS

If there is a playground, pool, parking or recreation area, Landlord may give Tenant permission to use it. Tenant will use the area at Tenant's own risk and must pay all fees Landlord charges.

## 22. CORRECTING TENANT'S DEFAULTS:

If tenant fails to correct a default after notice from Landlord, Landlord may correct Tenant's expense. Landlord's costs to correct the default shall be deemed added rent.

## 23. NOTICES:

Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord, it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Landlord must notify Tenant if Landlord's address is changed. The signatures of all Tenants in the Apartment are required on every notice by Tenant. Notice by Landlord to one named person shall be as though given to all those persons.

## 24. TENANT'S DEFAULT:

A. For the purposes of this paragraph, "Tenant" shall include, but not be limited to, Tenant, tenant's family members, guest of invitees. The following are considered material breaches of the Lease by the "Tenant."

- (1) Failure to pay rent or added rent on time.
- (2) Failure to move into the Apartment within 15 days after the beginning date of the Term.
- (3) Issuance of a court order under which the apartment may be taken by another party.
- (4) Tenant's annoyance, harassment or abuse to Landlord's employees and/or agents.
- (5) Improper conduct by Tenant annoying other tenants.
- (6) Failure to comply with any other Term or Rule in this Lease.
- (7) Criminal conduct by Tenant on the subject premises.
  - a. The head of household, family member and guests shall refrain from the illegal use and/or possession on Management's property of guns, firearms (operable or inoperable), pellet guns, nunchucks or similar instruments, blackjacks and explosive devices or any other weapon defined under section 256.00, Title P, New York Penal code.
  - b. The head of household, family members and guests shall refrain from the use, sale and/or possession of illegal drugs as defined by Section 102 of the Controlled Substance Act (21 USC 802) on Management's property.
  - c. The head of the household, family members and guests shall refrain from the commission of any act of physical violence to persons or property on or off the premises.

If Tenant materially breaches the said Lease, Landlord may cancel this Lease by giving to tenant a cancellation notice and a termination date, said termination date to be (5) days after the notice is served pursuant to the terms of this Lease. The notice will advise Tenant to vacate the subject premises on the termination date. Tenant must leave the Apartment and give the Landlord the keys on said termination date, and if Tenant continues to reside in the apartment, Tenant will be considered a hold-over tenant. As to failure to pay rent or added rent on time, a three - (3) day notice will be given.

B. If Tenant's application for the Apartment contains any misstatement of fact, Landlord may cancel this Lease. Cancellations shall be by cancellation notice as stated in Paragraph 24A.

C. If (i) the Lease is canceled; or (ii) the Tenant abandons the premises or (iii) the Tenant is evicted from the Premises, the Tenant will remain liable for all monetary obligations arising under the Lease. The Landlord has no duty to mitigate his damages.

D. If Landlord takes possession of the Apartment by Court order, or under the Lease, Tenant has no right to return to the Apartment, and the following will take place:

1. Rent and Additional rent for the unexpired Term becomes due and payable. Tenant must also pay Landlord's expenses stated in Paragraph 24 D (13).
2. Landlord may relet the Apartment and anything in it. The reletting may be for any Term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord feels needed to put the Apartment in good repair and prepare it for renting. Tenant stays liable and is not released in any manner. Landlord has no duty to mitigate his damages.
3. Any rent received by Landlord for the re-entering shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Apartment including, but not only reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.
4. From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.
5. If Landlord from the next tenant, other than the monthly rent, shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it. Landlord has no duty to relet the Apartment. If Landlord does relet, the fact that all or part of the next tenant's rent is not collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

E. If Landlord takes possession of the Apartment by Court order, or under the Lease, Tenant has no right to return to the Apartment.

## **25. JURY TRIALS AND COUNTERCLAIMS:**

Landlord and Tenant agree not to use their right to a trial by Jury in any action or proceeding brought by either against the other, for any matter concerning this lease or the Apartment. The giving up of the right to a Jury trial is a serious matter. There are rules of law that protect that right and limit the type of action in which a jury trial may be given up. Tenant gives up any right to bring a counterclaim or set-off in any action by Landlord against Tenant on any matter directly or indirectly related to this Lease.

## **26. BANKRUPTCY INSOLVENCY:**

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

## **27. NO WAIVER:**

Landlord's failure to enforce, or insist that tenant comply with a Term in this Lease is not a waiver of Landlord's rights. Acceptance of rent by Landlord is not a waiver of Landlord's rights. The rights and remedies of Landlord are separate and in addition to each other. The choice of one does not prevent Landlord from using another.

## **28. ILLEGALITY:**

If a term in this Lease is illegal, that term will no longer apply. The rest of the Lease remains in full force.

## **29. REPRESENTATIONS, CHANGES IN LEASE:**

Tenant has read this Lease. All promises made by Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

## **30. LANDLORD UNABLE TO PERFORM:**

If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control Landlord is delayed or unable to (a) carry out any of Landlord's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Lease shall not be ended or Tenant's obligation affected.

## **31. LIMIT OF RECOVERY AGAINST LANDLORD:**

Tenant is limited to Landlord's interest in the building for or payment of a judgment or other court remedy against Landlord.

## **32. END OF TERM:**

At the end of the Term, Tenant must: leave the Apartment clean and in good condition, subject to ordinary wear and tear, remove all of Tenant's property and all tenant's installation and decorations; repair all damages to the Apartment and Building caused by moving and restore the Apartment to its condition at the beginning of the Term. If the last day of the term is on a Saturday, Sunday or Federal holiday the Term shall end on the prior business day.

## **33. SPACE "AS IS":**

Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes Apartment as is.

## **34. QUIET ENJOYMENT AND HABITABILITY:**

Subject to the Terms of this Lease, as long as Tenant is not in default Tenant may peaceably and quietly have, hold and enjoy the Apartment for the Term. Landlord states that the Apartment and building are fit for human living and there is no condition dangerous to health, life or safety.

## **35. LANDLORD'S CONSENT:**

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

## **36. LEASE BINDING ON:**

This Lease is binding on Landlord and Tenant and their heirs, distributees, executors, administrators, successors and lawful assigns.

## **37. LANDLORD:**

Landlord means owner, or the Lessee of the building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Building is transferred. Any acts Landlord may do may be performed by Landlord's agent or employees.

## **38. WAIVER OF RIGHT TO INTERPOSE COUNTERCLAIM:**

Tenant gives up any right to interpose a counterclaim or offset in a summary proceeding to recover possession of real property instituted by Landlord.

## **39. RENEWAL:**

If Landlord elects to renew this Lease at the end of the initial or then current Term, Landlord shall notify the Tenant in writing by mail at least 45 days prior to the end of the initial or current Term. If either party elects to terminate this Lease at the end of the initial or the current Term, said party shall notify the other in writing at least 45 days prior to the end of the initial or current term.

#### **40. END OF TERM AND HOLDING OVER:**

Upon the ending of the term of this Lease, Tenant shall immediately deliver possession of the Apartment to the Landlord. In the event that the Tenant shall continue in possession, Tenant shall become a month-to-month Tenant. The rent for the month-to-month tenancy shall be equal to one and one-half times the regular monthly rent. The Tenant shall be subject to all conditions and Terms of the said Lease except as to rental amount as though the same had originally been a monthly tenancy.

#### **41. AUTOMOBILES:**

Tenant shall cause all automobiles owned or operated by tenant or tenant's guest to be parked only in accordance with such rules as may from time to time be established by Landlord and only in such spaces as Landlord may from time to time designate. No such automobiles shall be parked in the driveways or lanes used for ingress or egress, entrances, service entrances, on the lawns, or crosswalks for the building in which the Apartment is situate. Landlord shall have the right to remove, at Tenant's expense any automobile owned or operated by tenant or any other occupant of the Apartment or the guest of Tenant, which is abandoned, unsightly inoperable or which does not have displayed thereon valid license plates. The word automobile in this paragraph relates to any type of motor vehicle or motorcycle. The parking of any commercial or recreational vehicle shall be at the discretion of the Landlord

#### **42. ATTORNEY'S FEES AND COSTS**

If Landlord is compelled to incur attorney's fees due to a breach of this Lease, being an eviction proceeding for non-payment of rent or an eviction proceeding for a material breach or breaches of this Lease, or both, or Landlord has to incur attorney's fees in order to collect rent owed or amount of damages for a breach of this Lease. Tenant agrees to pay for all reasonable legal fees of the Landlord and cost and disbursements. These legal fees, costs and disbursements are deemed additional rent.

#### **43. ABANDONED PROPERTY OF TENANT:**

If at the end of the term of this Lease, or the tenant no longer resides at the Apartment before the end of the term of this Lease, any abandoned property of the Tenant the Landlord at his option, may dispose of that abandoned property that the Landlord deems to be valueless, or store abandoned property for the statutory period and then dispose of said property at the option of the Landlord. Tenant will reimburse Landlord for any expenses incurred in the storage of said abandoned property, including but not limited to storage space, advertising or other expenses.

#### **44. RENTAL APPLICATION:**

Prior to signing this Lease, Tenant submitted to Landlord a rental application containing certain information and statements requested by a Landlord, which information and statements made by Tenant are hereby incorporated by reference as though fully written herein tenant represents and warrants the information and statements made and furnished by tenant in said rental application are true and complete and tenant acknowledges Landlord has relied thereon in entering into this Lease. If Landlord shall at any time discover that any of the information or statements made by tenant in said application is determined to be false. Landlord shall have the right to terminate this Lease by giving less than three days prior written notice thereof to Tenant.

#### **45. RECYCLING:**

The Tenant is advised that there is a local law mandating recycling of trash. The Landlord will use all due diligence to comply with the law and establish guidelines and procedures for the Tenant to also comply with the said recycling law. That the tenant acknowledges that it will be a material breach of the said Lease if the Tenant fails to comply with the said recycling law and the procedures and guidelines set by the Landlord to fully comply with the said law. Tenant acknowledges that upon the execution of the Lease, the Landlord has provided with Tenant with the said procedures and guidelines to fully comply with the law, and tenant acknowledges that he will use all due diligence to comply with the said recycling law.

#### **46. PARAGRAPH HEADINGS:**

The paragraph headings are for convenience only.

#### **47. TERRACES AND BALCONIES:**

The Apartment may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Apartment. The Landlord may make special rules for the terrace and balcony. Landlord will notify tenant of such rules.

Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking is allowed on the terrace or balcony. Tenant may not keep plants, or install a fence or any addition on the terrace or balcony. If Tenant does, Landlord has the right to remove and store them at tenant's expense.

#### **48. RULES**

Tenant must comply with these Rules. Notice of new or changed Rules will be given to tenant. Landlord need not enforce Rules against other tenants. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these rules:

- (1) The comfort or rights of other tenants must not be interfered with annoying sounds, smells and lights are not allowed.
- (2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the apartment or in the hallways or public areas. Clotheslines or rugs may not be aired or dried from the Apartment or terraces.
- (3) Tenant must give to Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. All keys must be returned to Landlord at the end of the Term.
- (4) Apartment floors must be covered by carpets or rugs. Waterbeds or furniture containing liquid are not allowed in Apartments.

- (5) Dogs, cats or other animals or pets are not allowed in the Apartment or Building. Feeding of birds or animals from the Apartment terraces or public areas is not permitted.
- (6) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.
- (7) Laundry machines, if any are used at tenant's risk and cost. Instructions must be followed. Landlord may stop their use at any time.
- (8) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on personal errands.
- (9) Improperly parked cars may be removed without notice at Tenant's cost.
- (10) There shall be no boats and trailers parked on premises.
- (11) All curtains or window coverings shall have white liners facing the outside of the apartment.
- (12) Tenant must not allow the cleaning of the windows or other part of the apartment or Building from the outside.
- (13) Tenant shall conserve energy.
- (14) The entrances, halls and stairways may only be used to go to or leave the Apartment.
- (15) Inflammable or dangerous things may not be kept or used in the Apartment.
- (16) No tour of an Apartment may be conducted. Auctions or tag sales are not permitted in apartments.
- (17) Bicycles, scooters, skateboards, roller skates or rollerblades may not be kept or used in lobbies, halls, stairways or sidewalks. Carriages and sleds may not be kept in lobbies, halls or stairways.
- (18) No roller blading, bicycling, skate boarding, or roller skating on the sidewalks or driveways.
- (19) Antennas, wires or satellite dishes on balconies or exterior of building must be installed according to FCC and apartment complex guidelines (all items must be clamped, not affixed, to building or balcony – see special guidelines for same). Tenant agrees to pay for all damages arising out of improper installation. Said costs will be deemed additional rent.
- (20) No smoking in halls, laundry rooms, common areas or storage rooms.

**Rider** Additional terms on \_\_\_\_\_ page(s) signed at the end by the parties is attached and made a part of this Lease.

**49. Signatures, effective date** . Landlord and tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties.

**LANDLORD:**

**TENANT:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_