

Rider To Apartment Lease Agreement

LANDLORD: Riverview Commons I, LLC.
176 N. Water Street
Rochester, New York 14604

APARTMENT # 105

TENANT:

DATE: July 1, 2013

41) Upon execution of Apartment Lease, Tenant agrees to pay Landlord the following:

Security Deposit	\$ 675.00
Rent:	\$ 675.00

Added Rent:

Monthly Utilities	\$ 95.00
A/C For Months Used	\$ 25.00

TOTAL: \$ 1,470.00

42) In order to induce Landlord to enter into this Lease, Tenant hereby agrees to pay rent on the 1st day of each and each month thereafter. If Landlord is not in receipt of any installment of rent by the 5th day of each and every month, time being of the essence, Tenant shall pay Landlord as additional rent, a penalty charge (late fee) of \$30.00 per week in addition to each such month's rent.
Make rent checks payable to : Riverview Commons I, LLC.

43) Tenant represents that he/she will be the only occupants of said apartment. The other occupants to the Apartment are:

44) Tenant shall not leave, deposit or park any baby carriage, bicycle, cradle, chair, box, toy or any other item of personal property in or about hallways, lobbies or other common areas of the Building without the consent and approval in writing of the Landlord.

45) Tenant shall be defined as signatory under this Lease.

42) Tenant will give Landlord sixty (60) days written notice from Tenant's Lease expiration date whether Tenant intends to vacate the Apartment upon Lease expiration or renew the Lease. If Tenant agrees to renew the Lease, Landlord will notify the Tenant of the renewal rent and terms. A fully executed Lease for Renewal must be delivered to Landlord with any additional monies that may be required from Tenant no later than thirty (30) days prior to the Tenant's current Lease expiration date.

43) Should Tenant elect to vacate the Apartment, Tenant must do so by the expiration date. Tenant will allow Landlord to show prospective new tenants the Apartment during the last month of Tenant's occupancy at reasonable hours including weekends.

44) Upon vacating the Apartment, Tenant will promptly return the original keys (building exterior key, Apartment key, mailbox key) to the Landlord no later than expiration date. Should Tenant fail to return original keys, a Seventy Five Dollar (\$75.00) key replacement charge shall be deducted from security deposit monies.

45) Should Tenant become a holdover tenant and fail to relinquish possession of the Apartment on the Lease expiration date, Tenant agrees to pay holdover rent of Thirty Dollars (\$30.00) per day.

Additionally, Tenant will be in material default of Lease and any monetary damage incurred by Landlord due to Tenant's holdover will be assessed to Tenant including Tenant's security deposit.

- 46) Tenant shall obtain and keep in force during the term of this Lease a renter's or tenant's policy of insurance, insuring Tenant's personal property and improvements in and to the Unit against fire and other perils covered by extended coverage insurance for the full replacement cost thereof and also providing general liability insurance. Tenant shall provide evidence of such insurance within ten (10) days after execution of the Lease and shall provide a copy of the insurance policy within forty-five (45) days after execution of the Lease. Failure to deliver such evidence or policy shall be a material default by Tenant hereunder. Tenant agrees that in the event of any damage not covered by the aforementioned insurance, Tenant shall not seek to recover from Landlord.
- 47) Security Deposit shall not be applied toward any rental obligations, especially last month's rent, except in case of the default as outlined previously.
- 48) Landlord may, at the Landlord's sole discretion and expense, install submetering equipment to measure the Tenant's usage of electricity. Once submetering equipment is installed, Landlord will present a monthly invoice for electric usage as read by such equipment. This charge will replace the "Monthly Utility Fee" referenced in first page of the Lease and Paragraph 41 of this Rider. The charge will be calculated by multiplying the actual electric usage by the prevailing wholesale electric rate charged by the utility to the Landlord and administrative charge. This monthly electric charge shall be due monthly under this Lease.

Landlord – Riverview Commons I, LLC.

Tenant Name & Signature

Date

Date

Tenant Name & Signature

Date