

LEASE AGREEMENT

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

LANDLORD:

TENANT:

Office Location: 80 Guion Place
New Rochelle, NY 10801

Premises (and terrace, if any) _____ at _____ Guion Place, New Rochelle, NY 10801

Lease Date: _____ Term: Beginning on _____ and ending on _____

Legal Monthly Rent*: _____ Security Deposit: _____

1. Use: The Premises must be used only as private Premises to live in as the primary residence of the Tenant and for no other reason. The Premises shall not be used to carry on any type of business or trade. Tenant covenants that the only persons who will reside within the demised Premises are Tenant and those individuals named herewith

_____, and that no others shall use or occupy or be permitted to use the demised Premises. The Premises shall only be used for residential use.

2. Failure to give possession: Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord must give possession within a reasonable time. If not, Tenant may cancel and obtain a refund of money deposited. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent: The rent payment for each month must be paid on 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 without deduction. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. This rent is payable with the next monthly rent due. If Tenant fails to pay the rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Rents that are received after the fifth day of the month (as proven by the US Postmaster' stamp) shall incur a late fee of 5% of the monthly rent due. If rent is still outstanding by the fifteenth (15th) day of the month, an additional \$2.00 per day fee will be added to the balance until rent is paid in full. Late rent will only be accepted in the form of a Money Order, Bank/Teller Check or Cash with all late fees. Tenant agrees to pay a fee of \$50.00 for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds. Payment of rent and this insufficient fund fee will only be accepted by Landlord in the form of a Money Order, or Bank/Teller Check or Cash. Should a second check within a one year time frame be returned as unpaid then the Landlord reserves the right to refuse any method of future payment(s) of rent other than a Teller Check or Money Order and may collect late fees as delineated above, up until the rent is paid in full.

4. 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. A notice must be sent by certified mail. Each party must accept and claim the notice given by the other. Landlord must notify Tenant if Landlord's address is changed. Tenant must notify Land lord if Tenant joins the U.S. Military or becomes dependent on someone in it.

5. Security: Tenant has given security to Landlord in the amount stated above. The security has been deposited in the Bank named above and delivery of this Lease is notice of the deposit. If the Bank is not named, Landlord will notify Tenant of the Bank's name and address in which the security is deposited.

If Tenant does not pay rent or added rent on time, Landlord may use the security to pay for rent and added rent then due. If Tenant fails to timely 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. That amount is due, when billed, as rent. At all times Landlord is to have the amount of security no less than one month of current rent.

Landlord may us security deposit to pay for any damages caused by Tenant, Tenant's family, friends, agents, guests or visitors to the Premises during the term of this Lease. Landlord may use part or all the security deposit to repair any damage to the Premises caused by Tenant, Tenant's family, friends, agents, guests or visitors to the Premises. However, Landlord is not limited to the security deposit amount and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's

Landlord Initials: _____

Tenant Initials: _____

rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit any deposit.

If Landlord sells or leases the Building, Landlord will transfer 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 and Landlord will be deemed released. The Landlord may use the security as stated in this section. Landlord may put the security in any place permitted by law. Tenant's security will bear interest only if required by law. Landlord will give Tenant the interest when Landlord is required to return the security to Tenant. Any interest returned to Tenant will be less the sum Landlord is allowed to keep for expenses. Landlord need not give Tenant interest on the security if Tenant is in default.

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Premises in good condition on the last day of the Term, then Landlord will return the security being held. Tenant must provide Landlord with their forwarding address in writing so that said security deposit can be sent back to them. Landlord will return said security deposit or balance within 30 days from the first business day following the day of possession is returned to Landlord. Landlord may apply security deposit towards any rent arrears, legal fees, and court or collection costs, damages to the apartment or building or to correct any default tenant causes under this agreement.

6. Services: Landlord will supply: (a) heat as required by law, (b) hot and cold water for bathroom and kitchen sink and (c) use of elevator. Landlord is not required to install air-conditioning. 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. Tenant may enforce its rights under the warranty of habitability. Damage to the equipment or appliances supplied by Landlord, caused by Tenant's act or neglect, will be repaired by Landlord at Tenant's expense. The repair cost will be added rent.

Tenant must pay for all telephone and other utility services used in the Apartment and arrange for them with the public utility company. Tenant must not use dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment or other appliance unless installed by Landlord or with Landlord's expressed written consent. Tenant must not use more electric than the wiring or feeders to the Building can safely carry.

If unmetered electricity is furnished by Landlord, Landlord may discontinue such service(s) to the Apartment, in which event the rent shall be reduced by the portion thereof allocated to the cost of such service(s) as follows: One (1) Room/Studio apartment shall be reduced by \$35.00 per month, Two (2) Room/One Bedroom apartment shall be reduced by \$45.00 per month, Three (3) Room/Two Bedroom apartment shall be reduced by \$50.00 per month, Four (4) Room/Three Bedroom apartment shall be reduced by \$55.00 per month. In the event such condition occurs, and (1) is such a service(s) be supplied through a meter, Tenant agrees to purchase the same from the Landlord or the Landlord's designated agent at terms, classifications and rates not in excess of those authorized by the Public Utilities Commission to be charged to such consumers of the appropriate public utility corporation and bills therefore shall be rendered at such times as Landlord may elect, and the amount as computed from a meter, shall be deemed to be and be paid, as required; or (2) if such service(s) are discontinued by Landlord, Landlord shall permit Tenant to receive such service(s) direct from the appropriate utility corporation and shall permit Landlord's pipes, wires and conduits to be used for such purpose to the extent available, suitable and safely capable of handling such services.

Landlord reserves the right to charge a fee which will be determined on a yearly basis by the Landlord, for each air conditioner unit installed if electric is provided by Landlord.

Landlord may stop service of the plumbing, heating, elevator, air-cooling or electrical systems, because of accident, emergency repairs or changes until the work is complete.

7. Alteration: Tenant agrees not to make any alterations or improvements to the Premises without prior written consent of the Landlord. Tenant must obtain Landlord's prior written consent to install any paneling, cabinetry, woodwork, flooring, "built in" decorations, partitions, railings, or make alterations or to paint and/or wallpaper the Premises. Tenant may not install any additional locks on any door, nor remove any Venetian blinds or install other window coverings. 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. Landlord is not responsible for maintenance or repair to any alterations or improvements made by Tenant. All alterations and improvements shall remain with and as part of the Premises at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 10 days before the end of the Term. Tenant shall comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease. If a lien is filed on the Premises or Building for any reason relating to Tenant's fault, 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 has notice about the Lien. Landlord's costs shall be added rent.

8. Repairs: Tenant will, at Tenant's sole expense, keep and maintain the Premises in a good, clean and sanitary condition and all equipment and fixtures in it. Landlord will repair the plumbing, heating, electrical systems and Landlord provided appliances. Tenant must, at Tenant's cost, make all repairs and replacements to the Premises, building, and/or outdoor grounds, parking areas, fixtures, appliances and equipment therein that may have been damaged by Tenant's misuse, waste, or neglect, or that of the Tenant's family, friends, agents, guests or visitors. Tenant shall promptly notify Landlord of any damage, defect or destruction of the Premises, or in the event of the failure of any of the appliances or equipment. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's reasonable expense will be added rent.

9. Fire, accident, defects, and damage: Tenant must give Landlord immediate notice of fire, accident, damage or dangerous or defective condition. If the Apartment cannot be used because of fire or other casualty, Tenant is

Landlord Initials: _____

Tenant Initials: _____

not required to pay rent for the time the Apartment is unusable. If part of the Apartment can not 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 part of the Apartment. Landlord is not required to repair or replace any fixtures, furnishings or decorations but only equipment that is 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 apartment cannot be used, Landlord has 30 days to decide whether to repair it. Landlord's decision to repair must be given by notice to Tenant within 30 days of the fire or casualty. Landlord shall have a reasonable time to repair. In determining what is a reasonable time, consideration shall be given to any delays in receipt of insurance settlements, labor trouble and causes not fully within Landlord's control. If Landlord fails to give Tenant notice of its decision within 30 days, Tenant may cancel the lease as of the date of the fire or casualty. The cancellation shall be effective only if it is given before Landlord begins to repair or before Landlord notifies Tenant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant all repairs will be made at Tenant's expense and Tenant must pay the full rent with no change. 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 the 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 cancelled 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 Real Property Law § 227.

10. Liability: Landlord is not liable for loss, expense, or damage to any person or property, unless Landlord is proven negligent. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Building.

Tenant must pay for damages suffered and reasonable expenses of 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 or neglect of Tenant, Tenant's family, friends, agents, guests or visitors.

11. Entry by Landlord: Landlord may enter the Apartment at reasonable hours to repair, inspect, exterminate, install or work on master antennas or other systems or equipment and perform other work that Landlord decides is necessary or desirable. 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 4 months of the Term. Entry by Landlord must be on reasonable notice except in emergency. It is Tenants responsibility to provide Landlord with current contact and emergency contact information.

12. Assignment and sublease: Tenant must not assign all or part of this Lease or sublet all or part of the Apartment or permit any other to use the Apartment. If Tenant does, Landlord may cancel the Lease as stated in the Tenant's Default section. State law may permit Tenant to sublet under certain conditions. Tenant must get Landlord's expressed 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 an assignment or sublet is permitted, even if Landlord accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Landlord shall determine. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts and neglect of any person in the Apartment.

13. Subordination: This Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the underlying land, (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 of 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 subject and subordinate. Tenant authorizes Land lord to sign these certificate(s) for Tenant.

14. Condemnation: If all of the Apartment or Building is taken or 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 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 cancelled, 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 Landlord. Tenant assigns to 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.

15. Construction or demolition: Construction or demolition may be performed in or near the Building. If construction or demolition interferes with Tenant's ventilation, view or enjoyment of the Premises it shall not affect Tenant's obligations in this Lease.

Landlord Initials: _____

Tenant Initials: _____

16. 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 residential tenant in the Building, then the Lease will end and Tenant must leave the Premises at the end of the 6 month period in the notice.

17. 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. Landlord is not responsible for (a) loss, theft or damage to the property, and (b) injury caused by the property or its use.

18. 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. Landlord's permission may be cancelled at any time.

19. Terraces and balconies: Should the apartment have a balcony or terrace the terms of this lease shall apply as if it is part of the apartment. Tenant must keep the balcony or terrace clean and is not allowed to install and type of carpeting, matting on the floors. Said balcony or terrace shall be kept broom clean at all times. It is Tenant's responsibility to remove any snow or ice from the balconies or terrace any attached steps, saddles or railings. All drains and screens must be cleaned and checked regularly. Tenant is responsible for the care and condition of any glass or screen doors. Tenant is NOT allowed to cook on the balcony or terrace. Tenant shall not keep any plants or install any fencing, or make any additions to the balcony or terrace. If tenant does Landlord reserves the right to remove said items at any time and charge Tenant for the cost of removal and disposal if necessary. Tenant shall maintain the balcony or terrace in good repair.

20. Tenant's certificate: Upon request by Landlord, tenant shall sign a certificate stating the following: (1) This Lease is in full force and unchanged (or if changed, how it was changed); and (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; and (3) Tenant is fully performing all the terms of the Lease and will continue to do so; (4) rent and added rent have been paid to date; and (5) any other reasonable statement required by Landlord. The certificate will be addressed to the party Landlord chooses.

21. Correcting Tenant's defaults: If Tenant fails to timely correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's costs to correct the default shall be added rent.

22. 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 that may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

23. Tenant's default: A. Landlord must give Tenant written notice of default stating the type of default. The following are defaults and must be cured by Tenant within the time stated:

- (1) Failure to pay rent or added rent on time, 5 days.
- (2) Failure to move in to the Apartment within 10 days after the beginning date of the Term, 10 days.
- (3) Issuance of a court order under which the Apartment may be taken by another party, 10 days.
- (4) Improper conduct by Tenant annoying other tenants, 10 days.
- (5) Failure to comply with any other term or Rule in the Lease, 10 days.

If Tenant fails to cure the default in the time stated, or violates Section 23B, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 10 days after the date of the notice. On the cancellation date in the notice the Term of this Lease shall end. Tenant must leave the Apartment and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease. If the default can not be cured in the time stated, Tenant must begin to cure within that time and continue diligently until cured.

B. If (1) Tenant's application for the Apartment contains any material misstatement of fact, (2) Tenant maintains a nuisance, or (3) Tenant vacates the Apartment, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Section 23A.

C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Apartment, Landlord may, in addition to other remedies, take any of the following steps: (a) peacefully enter the Apartment and remove Tenant and any person or property, and (b) use eviction or other lawsuit method to take back the Apartment.

D. If this Lease is cancelled, or Landlord takes back the Apartment, the following takes place:

- (1) Rent and added rent for the unexpired Term is due and payable.
- (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 reasonably feels needed to put the Apartment in good repair and prepare it for renting. Tenant stays liable and is not released except as provided by law,
- (3) Any rent received by Landlord for the re-renting 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 cost, decorating costs and advertising costs.

Landlord Initials: _____

Tenant Initials: _____

(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 rents collected over the rent paid by Tenant to Landlord under this Lease.

(5) If Landlord relets the Apartment combined with other space an adjustment will be made based on square feet. Money received by 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. If Landlord relets the Apartment 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.

24. Jury trial 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. This does not include actions for personal injury or property damage. Tenant gives up any right to bring a counterclaim or set-off in any action or proceeding by Landlord against Tenant on any matter directly or indirectly related to this Lease or Apartment.

25. No waiver, illegality: Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal, the rest of this lease remains in full force.

26. Insolvency: If (1) Tenant assigns property for the benefit of creditors, or (2) a non-bankruptcy 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 the 30 days, the Term shall end on the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset. If Tenant files a voluntary bankruptcy petition or an involuntary bankruptcy petition is filed against Tenant, Landlord may not end this Lease.

27. Rules: Tenant must comply with these Rules. Notice of new 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. This means that annoying lights, smells, sounds including but not limited to radio, TV, stereo, computer, electronic equipment, instruments, and animal(s).
- (2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, terraces, sills, windows or exterior walls of the Apartment or in the hallways or public areas.
- (3) Bicycles are not allowed on passenger elevators.
- (4) Tenant must give to Landlord all keys to all locks. Doors must be locked at all times. Windows must be locked when Tenant is out.
- (5) Apartment wood floors must be covered by carpets or rugs. No waterbeds are allowed in Apartment.
- (6) Dogs, cats or other pets are not allowed in the Apartment or Building.
- (7) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for the intended purpose.
- (8) Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed.
- (9) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on errands.
- (10) Wrongly parked cars may be removed without notice at Tenant's cost.
- (11) Tenant must not allow the cleaning of the windows or other part of the Apartment or Building from the outside.
- (12) Tenant shall conserve energy and report any water leaks to building maintenance staff.
- (13) Smoking is not allowed in the common areas of the Premises, which includes elevator if any.

28. Representations, changes in Lease: Tenant has read this Lease. All promises made by the 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. Tenant is neither in the U.S. Military nor dependent on someone who is.

29. 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 required to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances Landlord is required to supply, this Lease shall not be ended or Tenant's obligations affected.

30. 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 installations 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 State or Federal holiday the Term shall end on the prior business day.

Landlord Initials: _____

Tenant Initials: _____

- 31. Space “as is”:** Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment as is except for latent defects.
- 32. Landlord's warranty of habitability:** Landlord states that the Apartment and Building are fit for human living and there is no condition dangerous to health, life or safety.
- 33. 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 for a declaratory judgment 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.
- 34. Legal Fees:** The successful party in a legal action or proceeding between Landlord and Tenant for non-payment of rent or recovery of possession of the Apartment may recover reasonable legal fees and costs from the other party.
- 35. Limit of recovery:** Tenant is limited to Landlord's interest in the Building for payment of a judgment or other court remedy against Landlord.
- 36. Lease binding on:** This Lease is binding on Landlord, Tenant and their heirs, distributees, executors, administrators, successors and assigns.
- 37. Landlord:** Landlord means the owner (Building or Apartment), lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Building or Apartment is transferred. Any acts Landlord may do may be done by Landlord's agents or employees.
- 38. Paragraph headings:** Paragraph headings are for convenience only.
- 39. Substantial Obligation:** It is agreed that the observance or performance of the rules and regulations set forth in this lease are substantial obligations of this lease and their violation shall be deemed a breach of a substantial obligation of the Tenant herein.
- 40. Tenant Conduct:** The tenant agrees that Tenant, his family, guests, other occupants, licensees, invitees, and any other person(s) entering the demised premises will conduct themselves at all times in the same manner as any prudent and reasonable person under similar circumstances would conduct himself or herself. Failure to do so will result in Tenant(s) default.
- 41. Carpeting:** It is expressly agreed by the Tenant herein and made a substantial obligation of this lease that Tenant will, before taking possession of the subject premises, carpet or have rugs, placed upon at least 90% of all exposed wood floor area. In any event, the Tenant shall lay down or install required carpeting prior to moving any furniture into the apartment. Said installation shall take place between the hours of 8:00AM until 7:30PM.
1. The placement and/or installation of said carpeting and/or rugs shall not involve the use of nails or staples.
 2. All furniture and fixtures shall not be placed upon the hardwood floors without protective pads or materials so as to not in any way damage or scratch the floors.
 3. Hardwood floors shall not be waxed, nor shall any other substance be used by the Tenant for the maintenance and cleanliness of the hardwood floors.
- 42. Prompt Payment of Rents and Attorney's Fees:** Notwithstanding anything contained in any other paragraph of this lease, it is understood and agreed that the prompt payment of rent on the date specified (which is the first (1st) of each month) is a condition of and of the essence in this lease. The Tenant agrees in the event that Landlord shall at any time commence summary proceedings to dispossess the Tenant by reason of Tenant's default in the payment of rent or additional rent under the provisions of this lease, the Tenant shall pay the Landlord the costs and disbursements for such proceeding together with reasonable attorney's fees amounting to no less than \$450.00. Tenant shall also remain fully liable for all Marshall, Sheriff Fees, Collection Agency, moving and storage fees if any are incurred by the Landlord. Late fees for rents stamped after the “DUE DATE” (as per paragraph 3) by the US Postmaster shall be \$65.00, per month unpaid. Landlord need not accept the late payment of rent after the fifth (5th) of the month without securing payment of any late fees. Said late fees shall be deemed as additional rent. Tenant is responsible for all collection agency fees which shall be no less than 35% above any amount due or judgment awards.
- 43. Modifications:** The Tenant shall at no time change or “Modify” the premises, that is, hang wallpaper or vinyl coverings, or painting, change or install locks on any door(s), remove venetian blinds to install other window coverings WITHOUT the Landlords EXPRESSED WRITTEN PERMISSION.
- 44. Waiver of Subornation:** The Tenant agrees that in no event shall any right of subornation be asserted against the Landlord for any injury, damage or loss suffered by the Tenant whether due to negligence or otherwise.
- 45. Garbage:** All garbage, refuse, waste, etc. shall be securely wrapped in plastic bags and placed in the proper receptacles designated by the Landlord as the case may be. Garbage is NOT to be kept or left in the hallways for any reason or for any length of time.

Landlord Initials: _____

Tenant Initials: _____

46. Common Areas: Common areas are to be kept free of Tenants belongings or garbage at all times to maintain a clear path in the event of an emergency.

47. Laundry Facilities: Paragraph 20, Item 8 refers to the common area laundry room that the Tenants may utilize during the permitted hours of operation stated on the Laundry Room door. Tenant as well as their guests, friends or relatives must behave in the manner described under "TENANT CONDUCT". Tenant agrees to use said facility for the sole manner of doing laundry only and will not loiter. All machines are to be kept clean; all rubbish is to be dispensed in the receptacles provided.

48. Legal Expenses: Should the Landlord commence any legal proceedings against tenant to enforce any provision, paragraph or rule of this lease agreement or its attached rider(s) or if Tenant(s) or their guests fails to vacate the apartment after the Landlord terminates this lease agreement, the tenant will be responsible to pay for all legal and court expenses incurred from such an action. Tenant's security deposit may be used to pay for any legal and court expenses as a result of Tenant's default.

49. Condition of Apartment: Tenant has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good, clean and acceptable condition and are habitable. Upon vacating said Premises, Tenant agrees to return said Premises in the same manner as it was received. No garbage or personal belongings may be left behind. All appliances, venetian blinds (if provided), carpeting (if provided), bathroom tiles, fixtures, etc. must be left in a clean and good condition before vacating. Landlord may use security deposit to recover costs to clean and repair damaged property and or fixtures to the apartment/building as well as to remove abandoned belongings and furniture from the apartment or any storage areas.

50. Locks: No locks are to be installed on any door, window, window frame or cabinet without the Landlord's expressed written consent. Tenant shall address such a request in writing to Landlord by Certified Mail Return Receipt.

51. Security: Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from lack of any alarm system or security.

52. Electronic and Communication Equipment: At no time without the Landlord's expressed written permission are electronic devices, satellite dishes, or any other type of radio/electronic equipment including various types of wiring/box cable lines to be installed on the outside of the building, attached to any terrace, balcony, railing, window or window frame, roof or be allowed to hang outside any Premises window or air conditioner sleeve.

53. Dangerous Materials: Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

54. Windows: At no time shall tenant install or lay onto the window any device without Landlord's expressed written permission. Tenant may not make any holes in window or window frame(s). Tenant is responsible for the condition of the glass and screens of the windows and sliding glass doors if any.

55. Repairs, Water Leaks and Tile Grout: All repairs and water leaks or any sign thereof throughout the Premises and all openings of tile joints, running toilets and other deteriorations in the bathroom and or kitchen must be reported immediately by the Tenant to the Superintendent in writing. If said repairs are not completed within 3 working days please inform management in writing and by phone. Tenant shall pay for all damages incurred for any / all unreported water leaks and tile deterioration.

56. Air Conditioning: Tenant is responsible for the maintenance of any air conditioning unit(s) in the Premises. Air conditioning is NOT a service provided by the Landlord. If there is a sleeve in the wall for an Air conditioning unit then Tenant may not install an Air conditioner unit in any of the windows of the apartment.

57. Alterations: Tenant will not under any circumstance alter the electrical wiring, plumbing or gas lines in the apartment or building. Landlord does not allow the use or possession of laundry equipment or dishwashers in Tenants apartment. Any item that attaches or connects too Landlords property including doors, windows, walls and piping must be approved in writing by Landlord.

58. Parking / Garage area(s): Tenant is not allowed to store any item other than a passenger vehicle that has a valid State registration and inspection sticker on the windshield or license plate of said vehicle. No other items without exception shall be stored in said Parking / Garage area(s). Playing, loitering and working on vehicles are not allowed at any time. Tenant is responsible for their own ice and snow removal on and around their vehicles.

59. Smoke & Carbon Dioxide Detectors: Tenant fully understands that they are responsible for the maintenance of the smoke detectors within their apartment and warrant that they will check the operation of said smoke detector(s) on a regular basis. Maintenance includes but is not limited to changing the batteries.

Landlord Initials: _____

Tenant Initials: _____

60. Insurance: Tenant is to purchase Renters Insurance with the Landlord named as additionally insured. The Landlord is NOT responsible for any damage or theft to personal property within the Premises, common areas or parking area.

61. Without Landlord's expressed written consent, Tenant may no harbor any dog (s), cat(s) or any other pets or animals for any length of time in the premises or building.

** The Landlord is hereby offering the Tenant a Preferential Monthly Rent of _____ from the period of _____ to _____ and a Preferential Monthly Rent of _____ from the period of _____ to _____, notwithstanding the legal rent reserved on the face page of this lease. The parties to this lease agree that the Tenant will be charged a preferential rent(s) only for the duration of the initial term of this lease. The preferential rent set forth in this lease is personal to the Tenant named in the Lease only and does not continue to the benefit of the Tenant's successors or assigns.*

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 the parties.

LANDLORD:

TENANT:

WITNESS: _____

Landlord Initials: _____

Tenant Initials: _____