

257 Lafayette Managers, LLC
45 Pannell St
Buffalo, NY 14213
Office: 716.836.6686 EXT 13
After Hour Emergency: 886.0002 ext 15

RESIDENTIAL LEASE AGREEMENT

STATE OF New York
COUNTY OF Erie

This Agreement of Lease, dated _____ is between 257 Lafayette Managers, LLC, Owner and _____.

It is expressly understood that this agreement is between Landlord and each signatory individually and severally. In the event of default by one signatory, each and every remaining signatory shall be responsible for timely payment of rent and other provisions of this agreement.

WITNESSETH

1. **DESCRIPTION AND TERMS:** That Lessor, in consideration of the rent received herein to be paid by said Tenant (s) and of the other covenants, agreements, and conditions hereinafter contained to be kept, performed, and observed by said Tenant, does hereby let and lease unto said tenant the premises known as 257 Lafayette Ave., # _____ located at 257 Lafayette Ave. Unit _____, Buffalo, NY 14213 to be used and occupied by said Tenant(s) as a residence, and for no other purpose, for the period beginning _____ and ending _____. In event possession cannot be obtained by Tenant on the date provided for in this lease dated _____ for any cause or reason, then the Lessor shall not be liable in damages to tenant. Under such circumstances, no rent shall be charged until possession can be obtained.

2. **RENT:** That Tenant, in consideration of the use of the demised premises and of the covenants and agreements made herein by Lessor, leases said premises and does hereby promise to pay 257 Lafayette Managers, LLC authorized agent of Lessor, as a monthly rental the total sum of _____ in lawful money of the United States as payment.

Rent is due in advance on the 1st day of each and every month at _____ per month beginning _____. If rent is paid on or after the 7th of the month, there will be a late charge of 10.00% of balance due assessed.

A. RETURNED CHECK CHARGE: Any rent payment returned to Agent by bank for insufficient funds or other like reason will incur an additional charge of \$35.00. If Tenant (s) presents more than one check which is returned unpaid, Landlord shall have the right to demand that all subsequent payments be made by cash, certified check, or money order.

B. FAILURE TO MAKE PAYMENT: Upon failure by the Tenant to make any payment of rent when it is due, or if the Tenant shall breach any other covenant (s), agreement (s), or condition (s) herein contained, the Landlord shall have the right to begin legal proceedings through Court and to take appropriate legal steps to collect all sums due from Tenant (s). If the premises are abandoned, deserted, or vacated, the lessor or his agents may re-enter and repossess the said premises. The Tenant shall be liable to said Lessor for all losses sustained, costs and expenses incurred, including, but not limited to legal fees, resulting from Tenant (s) breach of this agreement and legal actions instituted as a result therefrom. Landlord shall also have all other legal rights and remedies otherwise available to it. Any late fees, court costs, and legal fees will become part of late rent and subject to judgment. Eviction processing fees will be assessed at a minimum amount of \$150.00.

C. ABANDONMENT: It shall be deemed a reasonable belief by the Landlord that an abandonment of the premises has occurred where rent has been unpaid for 30 consecutive days and the Tenant has been absent from unit for 30 consecutive days. In that event, Landlord may serve written notice pursuant to the Civil Code of the jurisdiction. If the Tenant does not comply with the requirements of said notice, the premises shall be deemed abandoned.

3. **DEPOSITS:** The burden of proof of any deposits shall be upon the Tenant (s). The following Deposits have been recorded for this property: \$ _____ Check Number(s) _____

A. SECURITY DEPOSIT - The security deposit collected from the Tenant shall be refunded to the Tenant within 30 days after the premises have been vacated, providing upon inspection the premises are found to be in as good condition as they were at the beginning of the lease, normal wear and tear excepted, and provided the covenants, agreements, and conditions on the part of Tenant have been complied with entirely. **THE SECURITY DEPOSIT IS NOT ANY PART OF THE RENT HEREIN RESERVED AND CONSEQUENTLY CANNOT BE DEDUCTED FROM THE FINAL MONTH'S RENT.**

B. PET DEPOSIT - Pets are not permitted except when special written permission is granted by the Landlord following payment of Pet Deposit by owner of pet and execution of pet agreement by Tenant (s) as well as by any Co-signor. The Tenant (s) and Co-signers (if any) are liable for any and all damages caused by pet (s). Because pet odors are not always discernible upon first inspection, the pet deposit collected from Tenant will be held for a minimum of 30 days after the premises have been vacated before the Property Manager will make a determination of whether a refund is due. Premises will be treated for fleas by a professional exterminator after tenant has vacated premises, cost of which will be deducted from the Pet Deposit. Carpet will be professionally cleaned (and deodorized as needed) as specified by 257 Lafayette Managers cost of which will be deducted from Pet Deposit. **The first \$200.00 of the pet deposit is non-refundable.** If New York State law requires liability insurance for pets, than proof of such is to be sent to 257 Lafayette Managers, LLC with 257 Lafayette Managers, LLC as a named insured.

C. KEY DEPOSIT - Tenant is fully responsible for the property until all keys have been returned to the office of P and A Development Key. Replacement cost is \$10.00. Mailbox keys are \$15.00.

4. **CONDITIONS OF PREMISES:** Tenant accepts the premises and appliances in their present condition. Failure to return completed move-in inspection form noting pre-existing conditions precludes the Tenant from claiming any defect in the premises existed upon Tenant's initial occupancy:

Appliances Furnished: Stove, Refrigerator, over the stove microwave, dishwasher, washer and dryer

5. **IT IS EXPECTED THE TENANT WILL PRACTICE GOOD HOUSEKEEPING:** Tenant agrees to maintain the premises in a good, clean condition, excepting reasonable wear and tear, and make no alterations or additions thereon without the written consent of 257 Lafayette Managers, LLC.

It is expressly understood the Tenant will maintain at Tenant (s) expense the following items:

- a. To keep sinks, lavatories, and commodes open; provided they are open when the premises are accepted. (Notice of any malfunction must be reported within 5 days of occupancy. Landlord will pay to remove roots from sewer lines.)
- b. To replace all broken glass.
- c. To repair any damage to interior or exterior walls; electrical or plumbing fixtures, screens, doors and other furnishings.
- d. To keep the grounds free from unsightly objects and debris.
- e. To pay for all utilities used while occupying said premises, with the following exceptions: Water & Trash
- f. To repay Lessor for any service to the heating system caused by Tenant's misuse or inadequate supply of fuel. To keep heating and air conditioning filter changed monthly.
- g. To repay Lessor for the cost of all repairs made necessary by negligent or careless use of said premises.
- h. To be responsible for pest control (except Termite protection)
- i. To be responsible for service charge if no repair is necessary from tenant reported problem.

6. **THE TENANT AGREES TO PROMPTLY REPORT TO 257 LAFAYETTE MANAGERS ANY REPAIRS WHICH NEED TO BE MADE TO THE PROPERTY. NO TENANT INCURRED EXPENSE SHALL BE DEDUCTED FROM THE MONTHLY RENT UNDER ANY CIRCUMSTANCES WHATSOEVER.** Neither Lessor nor Agent accepts responsibility for injury or damages resulting from unreported deficiencies.

7. RULES AND REGULATIONS:

- a. Tenant (s) understands and agrees that any action such as hanging pictures or other items from walls or woodwork, or modifications of any type made to the premises are done at the Tenant's risk. If, in the opinion of the Landlord or Landlord's agent as damaging to the premises, then Tenant (s) shall have the responsibility of obtaining written permission for the proposed course of action from Landlord or Landlord's agent. (Some examples of past problems are: posters stuck to walls with tape and thumb tacks; large nails driven into walls; toggle/molly bolts installed in walls; adhesive backed mirrors and picture hangers; decals and transfers; wallpaper borders added to walls; and similar articles.) If, in spite of the foregoing warnings, Tenant installs items such as mini blinds, mirrors, coat hangers, towel racks, can openers, door chains, dead bolts, or similar items, then these **MUST** remain when the premises are vacated.
- b. Picture hangers are to be left on the walls when the premises are vacated. Indiscriminate hanging of decorative items will be treated as damages.
- c. Tenant (s) agrees to refrain from any act that creates a nuisance, (such as excessive noise) or that is a violation of any law. Tenant (s) is also responsible for all acts of their pets and visitors. Tenant(s) and their guest will be expected to consider the peace and quiet of their neighbors at all times.
- d. No satellite dishes will be allowed to be mounted on the building.

8. **RIGHT OF REENTRY:** Tenant (s) agrees to permit the Lessor or his agents to enter the premises at reasonable hours for the purpose of making inspections and repairs, after first notifying the tenant. The Tenant also agrees to permit the Lessor or his agents to enter these premises in case of fire, storm, or need for emergency repair.

9. **ASSIGNMENT OR SUBLETTING:** The Tenant further covenants that he will NOT allow anyone the share said premises, keep roomers or boarders, no assign, sublet, or transfer said premises or any part thereof without the Lessor's written consent.

10. **SPACE HEATING:** The Tenant's use of kerosene or electric space heaters in the leased premises is forbidden by the Landlord. If the Tenant uses kerosene or electric heaters in the leased premises, the Tenant is totally and completely liable and responsible for any damages done to the leased premises which are caused by the use of an electric space heater (SE). The Tenant will pay for the correction and repair of said damages to the leased premises.

11. **DAMAGES BY FIRE TO PREMISES:** If during the term of the lease, the premises should be partially destroyed by a fire, or other casualty, the Lessor shall make whole any damage to the structure with all reasonable diligence and without interruption of tenancy if that is reasonably possible. If, however, the premises sustain a fire, or other casualty, that renders the premises uninhabitable, then the lease shall terminate and rent shall cease to accrue as of the date of destruction. In the event of fire, or other casualty, the tenant is to notify 257 Lafayette Managers at once.

12. **NO LIQUID FURNITURE:** No liquid furniture of any kind is allowed on the premises without written consent of the Landlord.

13. **CANCELLATION OF LEASE:** The Lessor agrees to terminate this lease prior to the expiration date shown on this lease upon the Tenant's payment of all reasonable expenses involved in actually securing another Tenant (including advertising and showing property). This cost will be in addition the Tenant being liable for rent payments until the premises are occupied by a new Tenant. **THE DEPOSIT IS FORFEITED TO THE LANDLORD FOR DAMAGES.**

14. **DUTY OF TENANT TO VACATE:** The Tenant further covenants and agrees that upon the Landlord's termination of the lease for any cause stated herein, he will at once peacefully surrender and deliver up the whole of the above described premises with all improvements thereon to the Lessor, his agents or assigns.

15. **HOLDOVER TENANCY:** Tenant understands and agrees that if he remains in occupancy of the premises after the expiration of this lease, same not having been extended in writing, then such as holding over shall be on a month to month basis only. If Tenant holds over, Tenant nevertheless must give 257 Lafayette Managers, LLC 60 days written notice before vacating as required under Paragraph 16. All covenants and agreements in this lease shall be in effect during the term of such a holdover tenancy. The fact that Tenant holds over shall never change Tenant's status to a Tenant for a term.

16. **MOVE OUT NOTICE:** No verbal notice of intent to vacate will be accepted. A 30-day written notice to vacate must be given prior to the lease expiration. Such notice will be effective from the 1st of the month.

17. **CLEANING PREMISES UPON VACATING:** Upon vacating premises, Tenant promises:

- a. To pay all rent due in full,
- b. To thoroughly clean the residence and remove all trash and other debris from the premises.
- c. To lock and fasten all doors and windows.
- d. To return all keys for the premises to the office of 257 Lafayette Managers.

18. **SHOWING PREMISES:** Tenant agrees to allow 257 Lafayette Managers to show the premises, during daylight hours, to prospective tenants or purchasers during the last 30 days of the Tenant's occupancy of the premises.

19. **NON-LIABILITY OF LANDLORD:** The Tenant covenants that neither the Landlord nor his agent shall be liable for any damages of injury of the Tenant, the Tenant's agents, or employees or to any person entering the premises or building of which the demised premises are a part, or to goods or chattels therein resulting from any defect in the structure or its equipment, or in the structure or equipment of the structure of which the demised premises are a part, and further to indemnify and save the Landlord harmless from all claims of every kind and nature.

20. **SALE OF LEASED PREMISES:** In the event of the sale by the Landlord of the demised premises, or the property of which said premises are a part, the Landlord or the purchaser may terminate this lease on the sixtieth (60) day of notice in any year upon giving the tenant notice of such termination.

21. **VALIDITY/SEVERABILITY:** If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

22. **BINDING NATURE OF THIS LEASE:** This lease shall be binding upon the parties, their heirs, representatives, and assigns.

23. **SUBORDINATION OF THIS LEASE:** This Lease is, and shall remain, subject and subordinate to any and all mortgage liens, as they same may be modified or extended from time to time, encumbering the Premises.

24. IF ANY PART OF THIS LEASE IS NOT FULLY UNDERSTOOD COMPETENT LEGAL ADVICE SHOULD BE SOUGHT.

ADDENDUM:

IT IS RECOMMENDED THAT TENANT (S) SECURE
INSURANCE AGAINST PERSONAL LIABILITY INJURY OR
LOSS OF PERSONAL BELONGINGS.

The undersigned Resident(s) acknowledge(s) have read and understood the foregoing, and receipt of a duplicate original.

Owner or Landlord

Date _____

Resident

Date _____