Apartment Lease AGREEMENT

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

LANDLORD: The Apartments at Franklin Park LLC

201 Deerfield Rd. #2

East Syracuse, NY 13057

TENANT:

Pet: N, if Y Pet Addendum Attached

Dog or Cat Monthly fee $ \_\_\_\_\_\_\_\_\_\_

Non refundable charge $\_\_\_\_\_\_\_\_\_\_\_\_

Building/Apt. #

East Syracuse, NY 13057

Bedrooms: Yearly Rent

$

Monthly Rent

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lease date: 2024 |  |  |  | $  Pet Rent  $ |
|  |  | Commencement Date: , 2024 |  | Total Rent    $ |
|  |  | Ending: 28, 2025 |  | Security Deposit  $  Key Deposit  $10.00 |

Security Deposit is held at Key Bank, 3640 E James St, Syracuse, New York 13206. If Landlord changes banks tenant will be notified where Security is being held.

1. Use and Occupancy.
   1. Who May Occupy Apartment. The Apartment may only be used strictly for residential purposes and may only be occupied by Tenant, Tenant’s spouse and children, and one additional occupant as allowed by federal and state law, unless Landlord grants Tenant prior written approval of use by third parties. The use of the Apartment shall be living purposes only, and Tenant may not conduct any business within their Apartment or any common space of the Complex without prior Landlord approval in writing. Tenant, or any of Tenant’s family members or other guests, may not use their Apartment or any common space of the Complex for the unlawful trade, manufacture, distribution, storage, and/or sale of Marijuana or any other specifically defined controlled substance as set forth in Section 3306 of the Public Health Law and Section 220 of the New York State Penal Law.
   2. Sex Offenders. Tenant represents and warrants that all individuals who will reside in the Apartment are not subject to registration under any provision of Article 6-C of the New York State Correction Law, Sex Offender Registration Act, or any other federal registration, sex offender registration law of a different state, or any similar law in any other jurisdiction of the United States or foreign country. This Lease shall be automatically terminated upon any resident of the Apartment becoming subject to any sex offender registration, as defined above. Upon termination for such grounds, Landlord shall provide Tenant five (5) days’ notice to vacate the Apartment and all common space of the Premises. If Tenant fails to vacate within five (5) days from the date of such notice, Landlord may commence a Summary Proceeding to recover possession of the real property.
   3. Truthful Statements in Application. Tenant represents and warrants all statements made in the Lease Application submitted in connection with this Lease, and in any report of income made by or on behalf of Tenant. If any statement made therein is inaccurate, Landlord may hold Tenant in default of this Lease.
2. Inability to Give Possession.The failure of Landlord to give Tenant possession of the Unit on the Commencement Date shall not create liability for Landlord. In the event that possession of the Unit is not delivered on the Commencement Date, Monthly Rent hereunder without reduction shall begin on the date that possession of the Unit is delivered to Tenant but shall be prorated if the apartment is not delivered before the tenth day of the month, for that remaining portion of the month in which possession is delivered.
3. Early Occupancy. If Tenant seeks to move into the Apartment before the Commencement Date, Tenant shall seek written permission, specifying the date which tenant plans to move in. Upon availability of the apartment and approval of the Landlord, Tenant must be paid in full all deposits, non refundable fees and the first month’s rent. The Landlord shall be provided with proof of Tenant’s insurance and that electricity account is registered in Tenant’s name with National Grid. The non refundable fee for moving in one week early or less is $300.00.
4. Rent and Additional Rent.Tenant shall pay Monthly Rent in full on the first day of each month of the Lease. Monthly Rent shall be paid in advance with no notice being required from Landlord. Tenant shall not deduct any sums from the Monthly Rent unless Landlord consents thereto in writing. Landlord shall provide Tenant a receipt stating the day of payment, amount paid, period the money was applied to, and the apartment number after receiving Monthly Rent.
   1. Late Fees. If Tenant fails to pay the Monthly Rent owed by the fifth day of the month, Tenant shall pay a late charge equal to five percent (5%) of the Monthly Rent amount, up to a maximum of fifty dollars ($50). Such late charges are deemed Additional Rent.
   2. Monthly Installments. Upon signing this Lease, Tenant shall pay Landlord the first Monthly Rent due and the Security Deposit. The entire amount of rent due for the Lease Term is due upon signing this Lease; however, Landlord consents to Tenant paying same in monthly installments provided there exists no defaults by Tenant under the terms of this Lease.
   3. Bounced Check Fee. The Landlord may charge a fee of twenty ($20) for any check procured by Tenant that is not honored for payment (bounces). These returned check charges are deemed Additional Rent.
   4. Additional Rent. Additional Rent may include but is not limited to any additional insurance premiums and/or expenses paid by Landlord which are chargeable to Tenant as stated hereinafter. Additional Rent is due and payable with the Monthly Rent for the next month after Tenant receives notice from Landlord that Additional Rent is due and payable.
5. Condition of Unit.Tenant acknowledges that Tenant is accepting the Unit in its “as is” condition. Tenant further acknowledges that Tenant has thoroughly inspected the Unit and has found the Unit to be in good order and repair and that the appliances, if any, are in good operating condition. Tenant further states that Tenant knows how to operate the appliances and shall do so in accordance with the manufacturer’s instructions.
6. Security.The Security Deposit is due upon the Tenant signing this Lease. Tenant may conduct an inspection of Apartment with Landlord present prior to paying Security Deposit to note existing condition of Apartment prior to Tenant’s occupancy.
   1. Additional Security if Rent is Increased. If the rent amount is increased, Tenant shall deliver to Landlord, on or before the effective date of such rent increase, a sum equal to the monthly increase as additional security.
   2. Security Deposit Uses. If Tenant fails to pay Monthly Rent on time, Landlord may use the Security Deposit to pay for the past due Monthly Rent. If Tenant fails to perform any other term in this Lease, Landlord may use the Security Deposit for costs Landlord may incur or damages Landlord suffers due to such failures by Tenant. If the Landlord uses the Security Deposit, Tenant shall, upon notice of the Security Deposit being used, pay Landlord an amount equal to the sum used. At all times, Landlord is to have the Security Deposit amount, as stated above as security. Landlord may use the Security Deposit for any use as permitted by law. Tenant may not utilize the Security Deposit to pay for the last Monthly Rent expense for the Lease Term.
   3. Security Deposit Account .. Landlord shall hold the Security Deposit in a bank checking account which accrues interest. Landlord shall notify Tenant in writing the name and address of the bank holding the Security Deposit. If Security Deposit is required by law to accrue interest, Landlord shall transfer all interest earned to Tenant’s account, less a one percent (1%) of the Security Deposit amount held as an administrative fee. Tenant may elect to collect Security Deposit interest annually, if any, by notifying landlord in writing thirty days in advance before the end of the lease year.
   4. Transfer of Security Deposit to New Landlord. If Landlord sells or leases the Building, Landlord may transfer the Security Deposit to the buyer or lessee. In that event, Tenant will look only to the buyer or lessee for return of the Security Deposit. Landlord shall notify Tenant of the name and address of any new owner of the Complex.
   5. Return of Security Deposit. Within fourteen (14) days after Tenant surrenders possession of the Unit at the expiration of the Lease Term, Landlord shall return the Security Deposit, less any cost of repairs maintenance, cleaning, painting, replacement of damaged fixtures, appliances, flooring, doors, walls, ceilings, beyond normal wear and tear. Also, for removal, storage or disposal of any furniture, garbage or personal items left behind by tenant or for any unpaid rent or charges due the landlord as. authorized by this Lease, to Tenant at an address Tenant provides. If Landlord retains any amount of the Security Deposit, it shall provide Tenant a receipt describing all uses for the amount not returned to Tenant.

Tenant has been determined to have vacated the apartment when he has

1. Notified landlord in writing of the date that the apartment is being vacated and that the possession of the apartment is being returned to the landlord
2. Notified the utility companies that service is being discontinued to the apartment with confirmation to the landlord.
3. Removed all personal property from the apartment and properly disposed of any garbage.
4. Returned the keys to the rental office.
5. Services and Utilities.
   1. Tenant’s Utilities Expense. Tenant shall pay all electric, cable television, internet, wi-fi, telephone and any other utilities allocated to the Unit. Tenant shall pay these utilities costs at the same time as Monthly Rent payments.
   2. Appliances. Landlord shall supply a refrigerator, stove/oven and room air conditioner in the apartment and a clothes washer and clothes dryer on the premises and other appliances as applicable (the “Appliances”). Any damage to the Appliances which is caused by the willful and/or negligent acts of Tenant may be repaired by Landlord, the cost of which shall be deemed Additional Rent. Tenant may not use a dishwasher, clothes washer and dryer machines, freezer, air purifier, portable heater, air conditioner, or similar appliances unless such appliance is installed by the Landlord or with the Landlord’s written consent. Tenants may not use more electric than the wiring and feeders to the building can safely carry.
   3. Services. Landlord will supply (a) heat, in such quantity and for such time as mandated by law, (b) hot and cold water, (c) air conditioning, if already existing in the Apartment, (d) garbage removal from the Premises (the “Services”). If the Services are temporarily interrupted due to an accident, emergency and/or repairs, Tenant’s obligation to pay rent in full shall not be affected thereby. If Landlord cannot supply any Services because of labor trouble, government order, lack of fuel supply, or other cause not controlled by Landlord, Landlord may not be required to supply such service. Landlord shall resume such Services when able to safely do so.
6. Cleaning, Repairs and Alterations.
   1. Tenant Cleaning required. Tenant shall keep apartment in reasonably clean condition. All appliances shall be kept free of accumulated grease to lessen the risk of smoke or fire damage to the appliances or apartment. Garbage shall be appropriately disposed of. Food when not consumed must be properly stored or disposed of. Hoarding of bottles, cans boxes, papers etc is strictly prohibited. Ingress and Egress from all rooms within the apartment to the outside exits shall not be blocked. Toilets, sinks, showers and bathtubs shall be kept clean and free of debris to maintain good working order. Appliances and other personal property items supplied by Landlord shall be returned to Landlord in same condition received normal wear and tear excepted.
   2. Emergency Maintenance. In emergency situations involving threats to health or safety Tenant should call the Leasing office but if the threat is imminent Tenant should also notify 911 in case of fire, smoke, explosion, gas, overflowing water or sewage or crime in progress. Electrical service disruptions should be reported to National Grid.
   3. Regular Repairs and Maintenance. The Leasing office will take work order requests for repair and maintenance over the telephone. Tenants may also submit work order requests by email or through the website. Requests should be made during normal office hours 9:00-3:00. After hour calls should be limited to emergencies only.
   4. Tenant Alteration, Additions, Modifications. Tenant may not make any alterations, additions, modifications and/or changes to the Unit during the Lease Term without prior written consent by Landlord. Examples include, but are not limited to, installation of any paneling, flooring, “built-in” decorations, partitions, railings, paint other than white, wallpaper. Tenant may not alter or modify in any way the plumbing, ventilation, air conditioning, electric, or heating systems. If Landlord consents to any alteration or installment, Landlord may retain the alteration or installations as Landlord’s property, if paid for in full. If any Mechanic’s Lien is filed on the Apartment or Complex for Tenant’s failure to pay for alterations or installations in the Apartment, Tenant shall immediately pay or bond the amount stated in such lien. Landlord may pay or bond the lien if Tenant fails to do so within twenty (20) days after Tenant is given notice of the lien, and any costs to Landlord for such shall become Additional Rent.
7. Maintenance.
   1. Maintenance of Apartment. Tenant shall maintain the Unit in a neat, clean and presentable condition.
   2. Maintenance of Premises. Landlord shall maintain the Premises in a neat, clean and presentable condition. Landlord shall arrange for all landscaping care, including mowing lawn and snow removal, as necessary.
8. Pets.Pets of any kind or nature shall not be allowed in the Unit, unless otherwise permitted by applicable law and by a separate written addendum agreement to this lease. Tenant may not harbor a pet on a temporary basis in the apartment or “pet sit” either for a fee or as a favor to anyone.
   1. Service Animals. Landlord may not prevent Tenant from keeping a Service Animal, in accordance with the Americans with Disabilities Act, or any other state or federal law, in Apartment. Tenant shall provide reasonable verification from a licensed therapist familiar with Tenant and of the Service Animal’s certification and Tenant’s necessity for such Service Animal. If Tenant keeps a Service Animal, or other animal permitted under law after Landlord’s approval, Tenant shall ensure that all insurance policies maintained by Tenant cover any damages caused by such animal. Tenant shall provide proof on an annual basis that such Service Animal is vaccinated against rabies and is licensed as required by the Town of DeWitt. Tenant shall also promptly provide Landlord with any health certifications for such animal.
9. Damage, Fire or Other Catastrophe.
   1. Fire or Casualty Damage Not Caused by Tenant. In the case of fire damage or other damage to the Unit not caused by Tenant, Tenant shall give Landlord immediate notice of same. Upon receipt of such notice, Landlord may either (a) repair the Unit or (b) terminate the Lease. If Landlord makes repairs to the Unit, Landlord shall have a reasonable time in which to do so. If the damage to the Premises or the Unit renders the Unit uninhabitable, Landlord shall give notice to Tenant, after repairs are made, of the date on which the Unit may be reoccupied. Monthly Rent for the period that Tenant cannot occupy the Unit because of the damage shall be forgiven. Tenant may not require Landlord to repair or replace any equipment, fixtures, furnishings, or decorations, unless they were originally installed by the Landlord.
   2. Termination Based on Fire or Casualty Damage. In the event that Landlord terminates this Lease because of the damage, Landlord shall give Tenant three (3) days’ notice of Landlord’s intent to so terminate, in which event, Monthly Rent and any Additional Rent shall be due for the period up to the date the Premises or the Apartment incurred the damage. Tenant may not cancel this Lease due to fire or other casualty.
   3. Fire or Casualty Damage Caused by Tenant. If a fire or other casualty occurs as a result of an act or neglect by Tenant or a guest of Tenant, or at the time of the fire or casualty Tenant is in default of any term in this Lease, then Tenant shall pay for all expenses incurred as a result of such fire or casualty. The costs of all such repairs or replacements related to such fire or casualty damage shall become Additional Rent.
   4. Notwithstanding the provisions of Section 227 of the New York Real Property Law, if the building in which the Unit is situated is substantially damaged by fire or other catastrophe (the “Occurrence”), Landlord has the absolute right to demolish, renovate or rebuild the Premises. Landlord may cancel this Lease, in such event, upon thirty (30) days written notice to Tenant of Landlord’s intent, which notice shall include the date on which the Lease terminates, which shall, in no event, be less than thirty (30) days from the date of said notice. By cancelling this Lease in accordance with the terms of this Paragraph, Landlord is not obligated to repair, renovate or rebuild the Premises. Monthly Rent and Additional Rent shall be paid by Tenant up to the date of the Occurrence.
   5. Apartment is Not Protected by Fire Sprinkler System. **Apartment is NOT serviced by a maintained and operative “Sprinkler System,” as defined in New York State Executive Law Section 155-A(5). This provision shall serve as notice to Tenant, as required by New York State Real Property Law Section 231-A, and Tenant may not claim notice was not provided.**
   6. Flood History and Risk Notice.

**The leased premises are located in a FEMA recognized floodplain and basement apartments and storage lockers may be susceptible to water damage after a severe rainstorm. Damage to carpets, Sheetrock and upholstery left on the floor is possible and has occurred in the past. “Flood Insurance is available to renters through the Federal Emergency Management Agency’s (FEMA’s) National Flood Insurance Program to cover your personal property and contents in the event of a flood. A standard renter’s insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered.” New York State Real Property Law 231-B(2).**

1. Liability.
   1. Landlord’s Liability. Tenant may not hold Landlord liable for any loss, damage or expense to any person or property, except if such loss is caused by the willful acts of Landlord.
   2. Tenant’s Liability. Tenant shall be liable for the acts of Tenant, Tenant’s family, guests and/or invitees. Landlord’s cost and expense in repairing any such damage or from any claim resulting from such acts shall be billed as Additional Rent and shall be paid by Tenant to Landlord.
   3. Joint and Several Liability of Multiple Tenants. If two or more Tenants execute this Lease, all Tenants shall be jointly and severally liable.
   4. Renters’ Insurance Policy. Tenant shall maintain a Renter’s Insurance policy. Landlord may request, upon which Tenant shall prove, coverage under such Renter’s Insurance policy, and all other reasonable forms of insurance, as Landlord requires.
2. Landlord’s Entry.Except in an emergency, for the purposes of repair, inspection, extermination, installation or repair of any system, utility or appliance or to do any work deemed necessary by Landlord, Landlord may enter the Unit on reasonable notice and at reasonable times. Tenant may not hold Landlord liable for any disturbances or damages to Tenant or their property caused by performing work or keeping equipment to complete repairs and alterations in the Apartment. Tenant may not claim eviction or partial eviction based on Landlord’s entry or use of the Apartment, as above described. Upon giving such notice, Landlord may also enter the Unit to show the Unit to prospective purchasers, lenders or other persons deemed appropriate and necessary by Landlord. During the last three (3) months of the Term of this Lease, Landlord may enter the Unit to show the Unit to prospective tenants. Landlord may, at any time and without notice to Tenant, permit any receivers, trustees, assignees for the benefit of any creditor of Tenant, sheriff or court officer, or any person from the fire, police, building, sanitation departments or other municipal, state, or federal government employee to enter the Apartment. Tenant may not hold Landlord liable for any damage or loss as a result of those persons being in the Apartment.
3. Assigning or Subletting.
   1. Tenant may not assign this Lease unless prior written consent is obtained by Landlord. Landlord may refuse to provide consent for any reasonable justification.
   2. Tenant may not sublet Apartment unless prior written consent is obtained by Landlord. If Tenant wishes to sublet Lease, they shall send a written request to Landlord including the length of the sublease, name and address of the proposed subtenant, reason for subletting, Tenant’s address during the sublet period, written consent of any co-tenant or guarantor, and a copy of the proposed sublease together with a copy of Tenant’s original lease. Landlord may request any reasonable, further information within ten (10) days of this request being mailed. Landlord shall send Tenant a notice of its consent or denial of consent, along with reasons for the denial, within thirty (30) days of the latter of the Tenant’s request being mailed or the Landlord’s request for additional information is mailed. Tenant shall cooperate with any background check and provide information required by Landlord including necessary fees as if subtenant is a new applicant.
   3. No Short Term Rentals. Tenant is prohibited from listing the property as a short term rental via Airbnb or like service or advertise in anyway and is prohibited from leasing the apartment to anyone for less than 30 days. Any lease of the apartment is subject to the limitations set forth in paragraph 14(a)(b) of this lease.
4. **Tenants Right to Cancel this lease.**
5. Senior or person with a disability. Any tenant who is 62 years old or older, or will become 62 during the term of this lease may cancel this lease on thirty days written notice to the Landlord or are living with a disability as defined in Executive Law 292(21) may cancel this lease if:

They are certified by a physician as being no longer able, for medical reasons, to live independently and will move to the residence of a family member, or

They relocate to an adult care facility, a residential health care facility, subsidized low or moderate income housing for seniors or persons living with a disability. Real Property Law 227-a(1).

The written notice provided to the Landlord must include the termination date sought by the tenant. The termination date must be effective no earlier than thirty days after the date on which the next rental payment is due (after the notice is delivered).

1. Military Personnel. Individuals entering active duty in the military may terminate this lease if this lease was executed by the service member before entering active duty and the leased premises has been occupied by the member of the military or the member’s dependents. To be effective the termination notice must be in writing delivered to the Landlord and does not take effect until 30 days after the next rent due date. NY Military Law 310.
2. Victims of Domestic Violence. A Tenant or a member of Tenant’s household who is a victim of domestic violence and reasonably fears further future domestic violence by remaining in their apartment can terminate this lease by sending the Landlord a written notice at least 30 days before the Tenant intends on leaving and that Tenant or a member of the household is a victim of domestic violence. Within 25 days of sending the notice, Tenant must provide Landlord with written verification that the individual is a victim of domestic violence by providing either an order of protection, police report, a statement from a health care provider or statement from a qualified third party with personal knowledge.
3. **Transferring to another apartment.** If the Tenant transfers to another apartment within the complex before the expiration of this lease, Tenant agrees to pay a five hundred dollar ($500.00) transfer fee.
4. **Early Termination Fee.** If Tenant terminates this lease before the end date of this lease, Tenant agrees to pay an early termination fee equal to one month’s rent in the amount specified in this lease agreement to compensate Landlord for the costs associated with and to prepare the apartment for releasing. This fee does not relieve Tenant from their obligation to continue to pay rent for the remainder of the term if Landlord is unable to rent said apartment.
5. **Move Out Procedures.** The lease termination date is the move out date under this lease and may only be changed in writing. You agree to move out on or before the lease termination date or be subject to the hold over provisions of this lease. If you move out early, early termination charges may apply unless your rent is paid in full to offset our expenses in releasing your apartment
   * + 1. Cleaning. Before you move out you must thoroughly clean the apartment, including doors, windows on the inside only, bathrooms, kitchen appliances, patios, balconies and storage rooms. You must follow move out cleaning instructions if they are provided. If, you don’t clean adequately you will be liable for reasonable cleaning charges. All furniture, televisions, personal electronics and other personal property as well as garbage must be removed from the apartment and properly disposed of.
       2. Move Out Inspection. If you give at least three (3) weeks written notice of your intent to vacate you may schedule an appointment with us to inspect the apartment and be present at the inspection. The inspection will be scheduled two weeks before your move-out date. You will be given an itemized list of any proposed repairs or cleaning that could be charged to you and a reinspection will be scheduled 48 hours prior to your move-out date so that you may have the chance to cure any conditions that would result in charges to your security deposit or additional charges.
6. Subordination.This Lease and Tenant’s rights hereunder are subject and subordinate to all existing and future leases for the land on which the Premises stand, to all mortgages on said leases and/or the Premises and/or the land and all renewals, modifications and extensions thereof. Upon request by Landlord, Tenant shall execute any certificate to this effect.
7. Landlord’s Consent.If, under the terms of this Lease, the consent of Landlord is required, Landlord may not unreasonably withhold such consent.
8. Keys, Locks.Tenant shall give Landlord keys to all locks for the Unit. Tenant may not change any locks or add any locks to the Unit without obtaining Landlord’s consent, and if given, Tenant shall provide keys to Landlord for these locks.
9. Signs.Tenant may not place any signs on the Premises or upon the grounds on which the Premises stand or in the Unit so as to be seen from outside the Unit.

Landlord may place or cause to be placed on the Premises and/or upon the grounds on which the Premises stand or in or on the Unit, “For Rent” and/or “For Sale” signs.

1. Compliance with Authorities.Tenant shall, at its own cost and expense, comply promptly with all laws, rules, ordinances and directions of governmental and/or municipal authorities, insurance carriers and/or homeowners’ associations.
2. Tenant’s Defaults, Landlord’s Remedies.
   1. Landlord must give Tenant notice of default (except for a default in the payment of Monthly Rent and/or Additional Rent or any other provision otherwise stating no notice is required) and Tenant, upon receipt of such notice must cure the default within ten (10) days.
   2. In the event that Tenant fails to cure a default within the time stated therefore, Landlord may terminate this Lease. In such event, Landlord shall give Tenant notice stating the date upon which this Lease shall terminate, such date being not less than three (3) days after the date of such notice at which time this Lease shall then terminate. Tenant shall be responsible for Monthly Rent and Additional Rent as set forth in this Lease up to the date of termination.
   3. If this Lease is terminated or the Tenant vacates the Unit prior to the Termination Date, Landlord may enter the Unit and remove Tenant and any person or property and/or commence summary proceedings for eviction. The aforesaid actions are not the sole remedies of Landlord.
   4. If this Lease is cancelled or Landlord takes back the Unit
      1. Monthly Rent and Additional Rent for the unexpired portion of the Term immediately becomes due and payable. In addition, any cost or repair expended by Landlord shall be the obligation of Tenant and shall be deemed Additional Rent.
      2. Landlord may re-rent the Unit and anything in it for any term and at any rental and any cost in connection therewith shall be borne by Tenant which may include, but is not limited to the cost of repairs, decorations, preparation for renting, broker’s fees, advertising costs and attorney’s fees. Any rent recovered by Landlord for the re-renting of the Unit shall reduce the amount of money that Tenant owes to Landlord.
3. Landlord’s Rules.Tenant shall comply with these rules (the “Rules”) at all times. If there is a change in the rules, Landlord will give Tenant notice of same. Landlord may not be held liable to Tenant for another tenant’s violation of the Rules. Violation of any of these rules constitutes a default of the lease as defined herein. The rights afforded under the following Rules are for the sole benefit of Landlord:
   1. the quiet enjoyment of other tenants shall not be interfered with;
   2. sounds, odors and lights which are annoying to other tenants are not allowed;
   3. floors within the Unit must be covered over 70% of the area of each room except for the bathroom and kitchen;
   4. all posted rules must be followed;
   5. smoking is not permitted in the Unit or anywhere else in the building;
   6. all flammable or dangerous items may not be kept or stored in the Unit or on the patio, balcony or storage locker ;
   7. no one is allowed access to or the use of the roof;

* 1. moving of furniture in and out of the Unit must be scheduled with the Landlord;
  2. all deliveries must be made by means of the service entrance, if any;
  3. laundry machines, if provided, may be used at the tenants’ risk and cost, may only be used at reasonable hours and all instructions for their use must be strictly followed;
  4. cleaning of the exterior of the windows from the outside is strictly forbidden;
  5. if parking is provided, improperly parked vehicles may be immediately removed at tenant’s cost;
  6. tenant may not leave any baby carriages/strollers, bicycles, boxes, cartons and/or any items in hallways, or on stoops or sidewalks or near entrances or exits to any building;
  7. tenant shall use its best efforts to conserve energy and water, Tenant may not use a portable washer or dryer or dishwasher in Tenant’s apartment. Water furniture is prohibited.
  8. hot plates or means of cooking other than the stove are not permitted;
  9. tenant’s annoyance, harassment or abuse to Landlord’s employees, contractors and/or agents is forbidden; and
  10. improper conduct by Tenant constituting annoyance, harassment or abuse to other tenants is forbidden. Improper conduct includes but is not limited to abusive language, threats of harm to be committed or will result to an employee, contractor or agent if a course of action desired by the tenant does not take place, stalking, visiting employees, contractors or agents personal residence without prior permission, posting defamatory comments on the internet on social media or the internet against the Landlord, it’s employees, contractors or agents or communicating with associates of the employee, contractor or agent, tenant’s grievances.
  11. Storage of Electric bicycles in an apartment, storage unit or anywhere inside the building or on or underneath a balcony is prohibited and is a material violation of this lease.
  12. Shoes, sneakers, boots, rubbers or footwear of any kind are not to be stored in the hallway or outside entrance to an apartment. They should be kept either in the apartment or storage locker. Hallways are not to be used for storage of any personal property and should be free and clear of any personal items that don’t belong to Landlord.
  13. Apartment must be kept in a reasonably clean condition, free from clutter. Food must be stored in appropriate areas and discarded when finished. Empty food and beverage containers must be disposed of promptly after their use. Grease must be cleaned from stoves and ovens to prevent fire hazards. Unattended cooking is prohibited.

1. Warranty of Habitability.Landlord warrants that the Unit and Premises are suitable for living and that they are free from any condition that is dangerous to health, life and/or safety.
2. Limitation of Recovery.Should Tenant obtain a judgment or other remedy from a court of competent jurisdiction for the payment of money by Landlord, Tenant is limited to Landlord’s interest in the Premises for the collection of same.
3. Construction and Demolition.Construction and/or demolition may be done in or near the Premises and if same interferes with the ventilation, view and/or enjoyment of the Unit, Tenant’s obligations under this Lease shall, in no way, be affected.
4. Demolition of Premises.Landlord may terminate this Lease upon six (6) months written notice to Tenant provided such notice is given to all other tenants in the Premises. In such event, Tenant shall surrender the Unit to Landlord upon such date as set forth in the notice.
5. Patios and Balconies.If there is a patio or balcony as an adjunct to the Unit, such patio or balcony is subject to the terms of this Lease. Tenant shall keep the patio or balcony clean, clear of snow, ice, garbage and other debris. No gasoline, chemicals or other hazardous or flammable materials may be kept on the patio or balcony. No bottles, jugs, cans or any type of container containing any type of liquid may be kept on the patio or balcony. No alteration or additions may be made to the patio or balcony. Tenant’s property may not be stored on the patio or balcony. Cooking on the patio or balcony is prohibited. Tenant shall maintain the patio or balcony in good condition and not paint, alter or damage the patio or balcony in any way.
6. Common Recreational Areas.If applicable, Landlord may give Tenant use of any playground, pool, parking or other areas (collectively, “Common Recreational Areas”), the use of which will be at Tenant’s own risk and Tenant shall pay any charge imposed by Landlord for such use. Common Recreational Areas are not a part of Tenant’s lease interest, and no portion of the rent is for use of Common Recreational Areas. Landlord’s permission to use these areas may be revoked or limited at any time.
7. Condemnation.If any or part of the Premises is taken or condemned by any governmental authority, Landlord may cancel this Lease on notice to Tenant and Tenant’s rights hereunder shall end as of the date the authority takes title to the Premises which cancellation date cannot be less than thirty (30) days from the date of Landlord’s notice. Tenant shall be liable for Monthly Rent and Additional Rent to the date of cancellation and shall make no claim for the unexpired term of the Lease. Any award for the condemnation is the property of Landlord and Tenant assigns to Landlord any and all rights, interest and/or claim in and to such award.
8. Bankruptcy.If Tenant files a voluntary petition in bankruptcy or an involuntary petition is filed against Tenant, or if Tenant assigns any property for the benefit of creditors or if a trustee/receiver be appointed of Tenant and/or the Tenant’s property, Landlord may cancel this Lease upon thirty (30) days written notice to Tenant.
9. Notices.Any notice to be given under this Lease shall be in writing addressed to the party at the addresses set forth herein by certified mail or overnight courier service. Notice by Landlord to one named Tenant shall be deemed given to all Tenants and occupants of the Unit. Each party hereto shall accept notices sent by the other. Any change of address by one party must be given, by notice, to the other. Notice shall be deemed given when posted or delivered to the overnight courier service.
10. Waiver of Jury Trial, Set-Off or Counterclaim.Tenant waives trial by jury in all matters except for personal injury or property damage claims. In a summary proceeding for eviction, Tenant waives Tenant’s right to any set-off and/or counterclaim.
11. Inability of Landlord to Perform.If Landlord is unable to perform any of its obligations to be performed hereunder due to governmental orders, labor strife or inability to secure goods or materials, through no fault on the part of Landlord, this Lease shall not be terminated or cancelled, and such inability shall not impact upon Tenant’s obligations hereunder.
12. Illegality.Should any part of this Lease be deemed illegal, the remaining portions of this Lease shall not be affected thereby and shall remain in full force and effect.
13. Non-Disturbance.If Tenant pays the Monthly Rent and Additional Rent and no defaults exist under any of the terms of this Lease, Tenant may peacefully occupy the Unit for the Lease Term.
14. Non-Waiver.Any failure by Landlord to insist upon Tenant’s full compliance with the terms of this Lease and/or to enforce such terms shall not be deemed to be a waiver of Landlord’s rights to insist upon or so enforce the terms of this Lease at a future date.
15. Parties Bound.This Lease is binding upon Landlord and Tenant and their respective assignees and/or successors in interest.
16. Paragraph Headings.Paragraph headings are for reference only.
17. Effectiveness.This Lease shall become effective as of the date when Landlord delivers a fully executed copy hereof to Tenant or Tenant’s attorney.
18. Entire Agreement.Tenant states that Tenant has read this Lease and that it fully incorporates all understandings, representations and promises made to Tenant by Landlord and/or Landlord’s agent and that this Lease supersedes all prior representations, agreements and promises, whether oral or written.
19. Amendments.This Lease may only be changed or amended in a writing signed by the parties hereto.
20. Riders.Additional terms are contained in the riders annexed hereto.
21. Surrender of Premises.On the Termination Date, Tenant shall deliver the Unit to Landlord vacant, in good condition and broom clean. Prior to such delivery, Tenant shall have vacated the Unit, removed Tenant’s property, repaired all damages caused by Tenant and return the Unit in the same condition as received, reasonable wear and tear excepted.
22. Renewal. Landlord may elect to renew this Lease at the end of the initial or then current Term. If Landlord elects to offer Tenant a renewal lease, Landlord shall notify Tenant in writing at least sixty (60) days prior to the end of the Term or longer as may be required by law.Landlord shall notify Tenant of its intent to offer a Lease renewal or a Lease extension. If a Lease extension is offered by Landlord, rather than a renewal, then Landlord shall clearly define the Term of such Lease extension. If Tenant elects not to execute a new lease, the tenancy will terminate on the Ending date and Tenant will vacate the apartment. Tenant should notify Landlord no later than three weeks before the end of the lease term to set up an apartment inspection.
23. Holdover. If Tenant breaches any material provision of this Agreement or fails to vacate and remove all personal property from Premises by the end of the Term or after any cancellation or termination of the Lease under this Agreement, then Landlord may commence a Holdover Proceeding and treat Tenant as a holdover tenant. If Tenant becomes a holdover tenant, they shall pay a Holdover Rent rate calculated at one hundred and fifty percent (150%) of the original Monthly Rent payments under this Lease. Any acceptance by Landlord of Rent after the Lease Term has expired, or been cancelled or terminated, shall not constitute establishing a month-to-month tenancy, and this Section of the Agreement shall govern. Landlord shall provide Tenant timely notice, as required by New York Real Property Law Section 226-c, before treating Tenant as a holdover tenant.
24. **Parking.** Tenant, or any guest of Tenant, may not park any vehicle in any location not expressly permitted by Landlord. If the parking lot is striped, vehicles shall be parked appropriately within the stripes and use only one space. Tenant shall not use a vehicle to block another vehicle even if that vehicle is improperly parked. Tenant’s guest should only park on the street as authorized by the Town or in lots as authorized by Landlord. Landlord may remove, at Tenant’s expense, any vehicle owned or operated by Tenant, any other occupant of Apartment, or guest of Tenant, which is abandoned, unsightly, inoperable, does not have valid license plates or registration, is leaking fluids or in any other way damaging the Premises. Vehicle, as used in this Section, shall mean any type of motor vehicle or motorcycle that is powered by any fuel source or electric. Tenant or any guest of Tenant may not park or use any commercial or recreational vehicle on Premises unless prior written consent from Landlord is received. If tenant is assigned a parking space, tenant shall only park in assigned space. Tenant shall not block in any car mistakenly parked in its space. Any guests of the tenants shall park on the street or in a designated overflow lot.
25. **Disposal of Garbage.** Tenant is responsible for the timely removal of trash, garbage and debris from their apartment. Dumpsters are provided in the parking lot across from the rental office and should be used on a weekly basis. Removing items from the dumpsters is strictly prohibited as is dumpster diving which is a significant safety issue and a material violation of this lease. Electronics, tires, sofas, chairs and tables are not to be disposed of in the dumpsters. These items should be properly recycled or disposed of by the tenant by an authorized vendor.
26. **Recycling.** Tenant shall comply with all laws and guidelines pertaining to recycling. Failure to comply with any such law or guideline shall constitute a default by Tenant under this Agreement.
27. **Attorney’s Fees.** If a dispute arises between the parties they will each be responsible for their own attorneys fees except in the case of eviction for non payment of rent, holding over beyond the lease term or the Tenant’s lease being cancelled for for harassing Landlord’s agents and representatives or committing a crime in which case the Tenant shall be responsible for the Landlord’s attorney’s fees under these limited circumstances.

This Lease has been entered into as of the Date of Lease.

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| The Apartments at Franklin Park LLC |  |
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Rev. 10/31/23