

NEW YORK RESIDENTIAL LEASE AGREEMENT

Date of Agreement: [November 14, 2012](#)

1. **PARTIES.** This Agreement is between [John Smith](#) (collectively, the "Tenant") and [JLB Properties, a/an New York Limited Liability Company](#) ("Landlord"). Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, [123 Main St., New York, NY 10453](#) ("Premises").
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and the following minor children: . Occupancy by persons not listed above for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on [11-15-2012](#), and ends at 11:59 p.m. on [11-30-2013](#) ("Agreement Term"). If Tenant vacates before the Agreement Term ends, Tenant shall be liable for the balance of the rent for the remainder of the Agreement Term.
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of [\\$2400](#), due to Landlord in full on the first business day of the month. Landlord may direct Tenant to make payments through the LeaseRunner Tenant Payment Center, with all [ACH fees paid by John Smith](#).
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of [\\$50](#). If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, a stop-payment, or any other reason, Tenant shall pay Landlord an insufficient funds fee of [\\$50](#) plus late charges until Landlord receives acceptable payment. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from [11-15-2012](#) through the end of the month, Tenant shall pay to Landlord the pro-rated monthly rent of [\\$1,280.00](#).
8. **SECURITY DEPOSIT.**
 - A. **In General.** Tenant has deposited with Landlord the amount of [\\$2400](#) as security deposit against any breach of this Agreement by Tenant including but not limited to: damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances, except for ordinary wear and tear; abandonment of the Premises; nonpayment of rent; late charges; and attorney's fees. Tenant may not apply the security deposit to the last month's rent or any other charges. Within 30 days after the termination of this Agreement or surrender and acceptance of the Premises, whichever occurs last, Landlord shall return Tenant's security deposit with an itemized security deposit settlement statement listing any deductions, along with any applicable interest. Prior to move-out, Tenant shall provide Landlord with a forwarding address.
 - B. **Interest.** If the Premises is in a building of six or more units, the security deposit shall be placed in an interest-bearing New York bank account at the prevailing interest rate.
9. **KEYS.** Landlord shall provide Tenant with [2](#) house key(s), [2](#) mailbox key(s), and [2](#) garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to

Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50.00 administrative fee, plus the costs of the lock change service.

10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: [Water](#), [Sewer](#), [Trash](#), [Recycling](#). Tenant shall be responsible for paying all other utilities including but not limited to: [Electricity](#), [Gas](#), [Cable](#), [Telephone](#), [Internet](#). Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
11. **SMOKING.** Smoking [is not](#) permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written Pet Agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50.00 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.** At least one month prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to vacate the Premises by the end of the Agreement Term. If such notice is not timely given, Tenant shall be liable for the rent due for the following month if the Premises is not rented to another tenant. If Tenant continues in possession of the Premises after the expiration of the Agreement Term, Tenant shall be deemed a holdover tenant and the tenancy shall be month-to-month. During such month-to-month tenancy, the monthly rent shall increase to [\\$3000](#) and all other terms and conditions of the Agreement shall remain in effect, and Tenant must provide Landlord with one month's written notice of Tenant's intention to vacate the Premises. Landlord may elect not to renew this Agreement by providing written notice to Tenant one month prior to the end of the Agreement Term. Landlord may terminate a month-to-month tenancy by providing written notice to Tenant one month prior to the end of such month-to-month tenancy.
14. **RENT CHANGES.** Landlord may change the rental amount or other Agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant one month prior to the end of the Agreement Term. If Tenant becomes a holdover or month-to-month tenant, Landlord may change the rental amount or other Agreement terms by providing written notice to Tenant one month prior to the end of such month-to-month tenancy.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delay for the first seven days of the Agreement Term. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or Tenant's guest or invitee. Tenant's unpaid balances shall incur interest at the highest lawful rate.

18. **MAINTENANCE RESPONSIBILITIES.**

- A. **Landlord Responsibilities.** Landlord warrants that the Premises is fit for human habitation. Landlord shall comply with all applicable building and housing codes materially affecting health and safety, and shall make all repairs and do whatever is necessary to keep the Premises in a fit and habitable condition. Tenant shall not be subjected to any conditions which would be dangerous, hazardous or detrimental to life, health or safety. If any such condition, however, is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, the condition shall not constitute a breach of Landlord's obligations under this paragraph.
- B. **Tenant Responsibilities.** Tenant shall not destroy, deface, damage, impair or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so. Tenant shall:
- i. Comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations;
 - ii. Keep the Premises clean, sanitary, and in good condition;
 - iii. Notify Landlord immediately of any defects, maintenance issues, or dangerous conditions of which Tenant becomes aware;
 - iv. Be responsible for cleaning and routine maintenance;
 - v. Dispose promptly of all rubbish, garbage and other waste; and
 - vi. Properly use and operate any electrical, gas and plumbing fixtures and keep them as clean and sanitary as their conditions permit.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes and paint, and has found them to be in good, safe and clean condition and repair, except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

- A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowner's association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.
- B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any burglar alarm system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

21. **RULES AND REGULATIONS.** Tenant and Tenant's guests and invitees shall not use the Premises or any common areas on the property in such a manner that (A) violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs, (B) damages the Premises or surrounding property, or (C) disturbs the peace and quiet of any other tenant or

nearby resident. Tenant is responsible for the behavior of Tenant's guests and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowner's association, if applicable.

22. **EXTENDED ABSENCES AND ABANDONMENT.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs. If Tenant abandons the Premises, this Agreement shall remain in effect and Tenant shall be liable for payment of rent and other costs throughout the Agreement Term.
23. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. Notwithstanding the foregoing, Landlord may enter the Premises for the following purposes: (A) to inspect the Premises and determine Tenant's compliance with the terms of the Agreement; (B) to show the Premises to a prospective tenant, purchaser, or lender; (C) to estimate repair costs; (D) to prevent waste; (E) to prevent excessive noise or disturbances; or (F) to make any repairs, additions, or alterations. Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impracticable to do so, Landlord shall give Tenant notice of at least 24 hours before entering the Premises.
24. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
25. **ASSIGNMENT, SUBLETTING, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Landlord agrees to release Tenant from this Agreement if Tenant finds a replacement tenant, acceptable to Landlord, who will sign a new lease for the remaining term. The replacement tenant must pass Landlord's background check(s). Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, tenants 62 years of age or older, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
26. **LIEN AND PERSONAL PROPERTY.** Tenant hereby grants Landlord a lien on all personal property in the Premises for unpaid rent and other charges due to Landlord under this Agreement. If Tenant leaves behind any personal property after move-out, abandonment, or eviction, Landlord shall have the right to remove and dispose of the personal property as permitted under law.
27. **GROUND'S FOR TERMINATION OF TENANCY.** The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, the misrepresentation of any material fact on Tenant's rental application, or any other event applicable under state law shall be grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.
28. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or

other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renter's insurance. Tenant's insurance shall be primary insurance, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

29. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgage or deed of trust.
30. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to provide normal business information about Tenant, including Tenant's rental history, to a third party who requests the information for a legitimate governmental, judicial, law enforcement, or business purpose.
31. **CONDEMNATION.** If any part of the Premises is condemned, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
32. **NOTICES.** Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
 - A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: [456 Main St. New York, NY 10453](#)
33. **ADDITIONAL PROVISIONS.** Additional provisions are as follows: *n/a*
34. **ATTORNEY'S FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney's fees and court costs.
35. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
36. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Dated as of the date first set forth above.

{{*_es_signer_signatureblock}}