
LEASE AGREEMENT

For **XX**

Date: _____

Landlord: **Stewarsh Properties**
 36 Deer Creek Rd
 Pittsford, NY 14534
 GB@STEWARSHPROPERTIES.com

Commencement Date, noon on: June 1,
Termination Date, noon on:
Monthly Rent: \$ **Annual Rent:** \$
Security Deposit: \$

Tenant(s)(You, Yours):		

All individuals signing this Lease are Jointly and Severally responsible for the obligations stated herein. Copies may be signed individually or jointly. This Lease may be signed in multiple originals.

Security Deposit shall be payable upon signing, first month’s rent shall be due at occupancy.

FIRST: USE AND OCCUPANCY: You must use and occupy the “Home”, known as XX and its grounds and accompanying garage collectively known as the “Premises” only to reside in and for no other purpose. Only those individuals listed below are authorized to reside in the Home.

SECOND: RENT AND ADDITIONAL RENT: You agree to pay your Rent and Additional Rent pursuant to the terms contained in the Rent Payment Policy (Addendum 1) of this Lease Agreement. If You vacate the Home before the end of the term, You will be liable for the balance of the rent for the remainder of the term.

THIRD: POSSESSION: If, after signing this Agreement, You fail to take possession of the Premises, you will still be responsible for paying rent and complying with all other terms of this Agreement.

If We are unable to deliver possession of the Premises to you for any reason not within our control, including, but not limited to, partial or complete destruction of the Premises, this Agreement shall remain in effect. Your obligation to pay rent shall not begin, however, until such time as the Premises are made available to you for occupancy. We shall notify you of the date that the Premises are available for occupancy. If we fail to deliver possession to the you within 30 days after the date this Agreement begins, either You or We, may elect to terminate the Agreement on written notice to the us, and we shall refund to you any sums previously paid under this Agreement. We shall not be responsible for your damages or expenses caused by any delay in delivering possession.

FOURTH: SECURITY DEPOSIT: On signing this Agreement, You will pay to Landlord the sum shown above as security deposit. You may not, without prior written consent, apply the security deposit to any Rent or Additional Rent payment. If, within 60 days after You have vacated and left the Premises in as good condition as it was found, except for normal wear and tear, You have returned keys and provided Us with a forwarding address, We will return the deposit in full or give You an itemized written statement of the reasons for and dollar amount of any of the security deposit retained by the Us. We may withhold all or part of Your security deposit necessary to: (1) remedy any default by You in the payment of rent; (2) repair damage to the Premises, except for ordinary wear and tear caused by You; (3) clean the Premises if necessary, and (4) compensate Us for any other losses as allowed under law.

If we sell or lease the Home, we may transfer the Security Deposit to the Buyer or Lessee. You will look only to the Buyer or Lessee for the return of your Security Deposit.

FIFTH: NOTICES: Any bill, statement or notice must be in writing and delivered or mailed to you at your Home or e-mail address. Any notice from you to us must be in writing and sent to us by registered or certified mail to 36 Deer Creek Road, Pittsford, NY 14534, or e-mailed to STEWARSHPROPERTIES@gmail.com.

SIXTH: UTILITIES & SERVICES: You must pay for all charges for cable, Internet, natural gas, electricity, telephone service, water used during the term of the Lease Agreement and must arrange for these services with the utility company or service provider. You shall be liable for all utilities or services until the end of the Lease Agreement term, regardless of when you vacate the Home. We shall NOT be liable for any stoppage of a Utility or Service including but not limited to: heat, cable, water, electricity or refrigeration services. You shall notify Us in the event the electric or gas service is turned off prior to the end of the term, either by your election or because of failure to pay an outstanding bill. Failure to do so may result in additional charges as a result of any damage that might occur as a result of the lack of heat.

SEVENTH: ACCESS: We may, at reasonable times, with or without notice to you, enter the Home to make repairs, make alterations and to show the Home to possible buyers, lenders, or prospective tenants. Locks may NOT be changed or additional locks installed by you without our prior written consent. You may not install or activate a security system without first notifying Us. We will only grant access to the Home to those Tenants & Occupants identified in the First paragraph listed above and no others.

EIGHTH: KEYS: You will be given a set(s) of keys to the Home at the time of possession. You agree not to copy any keys without our prior written consent. If any keys are lost, stolen or destroyed and a new set is issued, you agree to pay an amount of not less than fifty dollars (\$50) PRIOR to receiving the replacement set of keys. In the event all sets of keys are not returned to us at the time you vacate the Home, there is a fee of not less than one hundred dollars (\$100), as Additional Rent. If we are required to unlock your Home for any of the individuals in the First paragraph there will be a charge of not less than fifty-dollars (\$50) for each occurrence.

NINTH: SUBLET, ASSIGNMENT OF LEASE AGREEMENT: You may not sublet or assign any part of the Home without our permission. You agree that in the event we consent to a sublet or assignment of the Home you will pay, as Additional Rent, an administrative and processing fee an amount not less than two hundred-fifty dollars (\$250).

TENTH: COMPLIANCE WITH RULES: You acknowledge receipt of, and have read a copy of, the Rules and Regulations, which are attached to (Addendum 2) and incorporated into this Agreement by this reference. You, your family, guests, and your invitees must observe and comply with all of our rules and regulations. We reserve the right to change the rules and regulations at any time.

ELEVENTH: FIRE OR OTHER DAMAGE: You will immediately notify us of a fire or other casualty in the Home or on the grounds. After a fire or other casualty, we may either cancel this Lease Agreement after giving you a ten (10) day written notice or repair the damage as soon as practical. If we repair the Home, you shall pay the Rent and Additional Rent without any claim for inconvenience or annoyance resulting from making the repairs. If we cancel the Lease Agreement on a ten (10) day notice, the Lease Agreement shall expire at the end of the ten (10) day notice period and the Rent and Additional Rent shall be pro-rated accordingly.

TWELFTH: COMPLIANCE WITH LAWS AND REGULATIONS: You must at your cost promptly comply with all laws, orders, rules and directions of all governmental authorities, property owners, insurance carriers or any other governmental board.

THIRTEENTH: ANIMALS OR PETS: You will not keep any animals, birds or reptiles without our express written permission. A violation of this provision will constitute a substantial breach of this Lease Agreement and shall constitute an event of default, which we may, at our option, terminate this Lease Agreement and in addition you will be required to pay as Additional Rent a penalty of One thousand dollars (\$1,000) and immediately move-out.

FOURTEENTH: LIABILITY: We are not liable for loss, expense or damage to any person or property unless it is due to our gross negligence. You must pay for damages suffered and money spent by us relating to any claim arising from any act of you, your family, guests, and invitees.

FIFTEENTH: QUIET ENJOYMENT: We agree that on paying the Rent or Additional Rent and performing the covenants herein contained, you shall peacefully and quietly have, hold, and enjoy the Premises for the agreed lease term.

SIXTEENTH: ALTERATIONS AND IMPROVEMENTS: You shall make no alterations to the building, including but not limited to painting, wallpapering or nailing holes in walls, or construct any building or make other improvements in the Home or to the Premises without our prior written consent.

SEVENTEENTH: MOTOR VEHICLES: All motor vehicles belonging to you that are parked on the grounds of the Premises must be validly registered, inspected, insured and have current license plates properly displayed. Furthermore, all vehicles must be in operable condition at all times. In the event that we tag any vehicle for a violation of any of these rules, or if we notify you of a violation, we will tow the vehicle. You shall be responsible for any and all charges incurred as a result thereof. You, your family, guests, and invitees shall park in the paved driveway or garage only. You shall be responsible for any and all damage charges resulting from you, your family, guests, and your invitees parking in unauthorized areas.

EIGHTEENTH: NO WAIVER: Our failure to insist in one or more instances upon a strict performance of any of the covenants of the Lease Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment in the future of such covenant or

option, but the same shall continue and remain in full force and effect. No waiver by us of any provision hereof will be deemed to have been made unless expressed in writing and signed by us.

NINETEENTH: INDEMNITY: You agree to indemnify us against, and to pay as Additional Rent, any claims and expenses, including all attorney fees which we may incur as a result of:

1. Theft, loss of use, or damage to any property of ours or anyone else's by you
2. Bodily or any other injury to You, your family, guests, and your invitees by you
3. Discharging a mechanic's lien filed because of your failure to pay for labor or materials
4. **IT IS YOUR RESPONSIBILITY TO OBTAIN RENTER'S INSURANCE.** Both parties agree that we shall not be responsible for the damage of Personal Property of You, your family, guests, and your invitees.

TWENTITH: EMINENT DOMAIN: Should the land whereon the Home is situated, or the major part thereof, be condemned for public use, then, in that event, upon taking of the same for such public use, this Lease Agreement, at our option shall be null and void, and the term cease and come to an end, anything herein contained to the contrary notwithstanding. We will give written notice to you within sixty (60) days after such taking. We have the sole right to any award or payment made on account of any taking or condemnation, including buildings, appliances, appurtenances or leaseholds.

TWENTY-FIRST: SUBORDINATION AND NON-DISTURBANCE: This Lease Agreement shall be subject and subordinate to any and all permanent or building loan mortgages covering the fee simple interest of the real property and fixtures owned by us, of which the Home is a part, hereafter placed by us, our successors or assigns, and to all advances made or to be made thereon, and all renewals, modifications consolidations, replacements, or extension thereof, and the lien of any such mortgage or mortgages shall be superior to all rights hereby or hereunder vested to you to the full extent of the principal sums secured thereby and interest thereon, provided that each such mortgage existing or hereafter placed:

1. Shall provide by its terms that in the event of foreclosure of such mortgage, you shall remain undisturbed under this Lease Agreement, so long as you comply with all of the terms and conditions hereunder; and
2. Shall permit fire insurance proceeds payable under our policies required by this Lease Agreement to be used by us; and
3. This provision shall be self-operative and no further instrument or subordination shall be necessary to effectuate such subordination; and the recording of such mortgage shall have preference and precedence and be superior and prior in lien to this Lease Agreement, irrespective of the date of recording, provided it contains the non-disturbance provisions of this paragraph.

TWENTY-SECOND: YOUR DEFAULTS AND OUR REMEDIES:

1. We may give three (3) day written notice to you to correct any of the following defaults:
 - a. Failure to pay Rent or Additional Rent when due;
 - b. Improper conduct by you, your family, guests or invitees or any other occupant of the Home;
 - c. Your failure to fully perform any other term of this Lease Agreement;
 - d. Your failure to fully comply with the rules and regulations.
2. If you fail to correct the defaults in Item 1 above within three (3) days, we may cancel this Lease Agreement by giving you written notice stating the date the Lease Agreement term

- will end. On that date you will vacate the Home, return all keys and remove all personal belongings. You will be responsible for:
- a. Any and all damages to the Home.
 - b. Rent and Additional Rent through the end of the term of the Lease Agreement;
 - c. Utilities and other services through the end of the term of the Lease Agreement;
 - d. Legal fees and costs associated with the termination of the Lease Agreement
3. If the Lease Agreement is cancelled, or Rent or Additional Rent is not paid on time, or you vacate Home, we may, in addition to other remedies, take any of the following steps:
 - a. If you vacate or abandon the Home prior to the expiration of the Lease Agreement term we may enter the Home and remove any remaining belongings;
 - b. We may use eviction or other legal proceedings to recover possession of the Home.
 4. If the Lease Agreement is ended or we recover possession of the Home, all Rent and Additional Rent for the un-expired term shall become due and payable. We may re-let the Home for a lower rent and give allowances to the new tenant. You will be responsible for our costs to include but not be limited to the cost of redecorating, advertising, broker's fees, attorney's fees, and preparation of the Home for the new tenant. You shall continue to be responsible for Rent, Additional Rent, expenses, damages and losses. Any Rent received from the new tenant will be applied to the reduction of money you owe. You waive all rights to return to the Home after possession is given to us by a court.
 5. You automatically forfeit your Security Deposit in the event you default on this Lease Agreement.

TWENTY-THIRD: BANKRUPTCY: If you assign the leased Home for the benefit of creditors, or you file a voluntary or an involuntary petition is filed against you under any bankruptcy or insolvency laws or a trustee or receiver is appointed, we may give you thirty (30) days notice of cancellation of the term of this Lease Agreement. If any of the action(s) is/are not fully dismissed within the thirty (30) days, the Term shall end as of the date stated in the notice. You must continue to pay Rent, Additional Rent, damages, losses and expenses without offset.

TWENTY-FOURTH: CARPET CLAUSE: You agree that you will exercise diligent care and caution in the treatment and use of any carpeting and will maintain and clean the carpeting according to the manufacturer's recommendations. You agree that you will be responsible for any damage to the carpeting (reasonable wear and tear under ordinary usage notwithstanding).

TWENTY-FIFTH: REPAIRS: We shall be responsible for making all repairs to the Home and appliances covered by this lease. You will immediately notify Us of any defects or dangerous conditions in and about the Premises of which you becomes aware. You shall be responsible for the cost of any repair made by You, or a contractor engaged by you, without first notifying Us. Repairs shall be made in a manner and at times convenient to us and or our contractors. Except in case of emergencies, we shall endeavor to provide you with 24 hrs notice of intended repairs. Our failure to maintain or repair any appliance shall in no way affect the covenants and terms of this Lease Agreement and shall not result in an abatement of Rent, Additional Rent or other sums payable by you pursuant to the terms of the Lease Agreement. You shall be responsible for the cost of repairs that are made necessary by misuse or negligence caused by you, your family, guests, and your invitees. Repairs cost shall include all professional charges, hourly labor rates of \$35/hour or as charged, material costs, and administrative fees equal to 15%. Such expense shall be charged to you as Additional Rent. You agree to clean the Home, including the kitchen and bathroom(s), on a regular basis, to keep the yard free of trash and debris, and to remove trash and recycling to the appropriate containers and place them at the street for regular scheduled pick-up. If you fail to keep

the Home clean we may provide you 48 hours notice to clean the Home or we may have the Home cleaned and the cost of said cleaning shall be deemed Additional Rent.

TWENTY-SIXTH: WAIVER OF JURY, COUNTERCLAIM SETOFF, FEES: You and we waive the right to a jury trial in any dispute that comes up between the parties under or because of this Lease Agreement (except for a personal injury or property damage claim). You agree to give up the right to bring a counterclaim or set-off in any action or proceeding by us against you on any matter directly or indirectly related to this Lease Agreement or the Premises. In any legal action or proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

TWENTY-SEVENTH: PARTIAL INVALIDITY: If a court deems any part of this Lease Agreement invalid or illegal, then only that part shall be void and it shall have no other effect on the remaining terms and conditions of this Lease Agreement. All other terms and conditions of this Lease Agreement shall remain in full force and effect.

TWENTY-EIGHTH: PERSONS BOUND BY LEASE/JOINT AND SEVERAL LIABILITIES: You agree (if there are more than one signatory to the Lease Agreement) that the Lease Agreement may be renewed upon the signature of any one of you, and shall be binding upon each individual as if each and all of you signed the renewal. You further agree that delivery to any one of you shall be deemed delivered to each and all of you. This Lease Agreement may be signed in counter parts and the combined Lease Agreement shall be binding as if all signatures were on one Lease Agreement. This Lease Agreement shall be binding on Us and You and any parties that may succeed to their interest. Your liability of the Lease Agreement shall be joint and several for Rent, Additional Rent, damages or any other debts or charges including but not limited to attorney's fees or collection action fees incurred by virtue of the Lease Agreement.

TWENTY-NINTH: REPRESENTATIONS: You agree that you have read and understand this Lease Agreement. All promises are contained herein and there are no other agreements.

THIRITH: EFFECTIVE DATE: The Lease Agreement is effective when signed by all parties.

THIRTY-FIRST: HOLD HARMLESS: You shall indemnify us against, and save us harmless from and reimburse us for any and all damages, expenses (including reasonable attorney fees), fines or penalties, injury or liability to any person or persons or property occasioned wholly or in part by any act or omission of you, your family, guests, and your invitees and you release us and our employees and agents from all liability for any damages or bodily injury resulting from the action of others who may enter the Home illegally or with criminal intent and you agree to hold us harmless for any injuries, harm or damages resulting therefrom.

THIRTY-SECOND: MODIFICATION OR CHANGE OF LEASE AGREEMENT: No oral changes may be made to the Lease Agreement or any attachments or addenda to the Lease Agreement. All changes must be in writing.

THIRTY-THIRD: OUR INABILITY TO PERFORM: If due to labor trouble, government order, lack of supply, your act or neglect, or any other cause not fully within our reasonable control, this Lease Agreement shall not be ended nor your obligations be affected if the we cannot carry out any of our promises or agreements contained in this Lease Agreement.

THIRTY-FOURTH: LANDLORD: The term “Landlord” (we, ours, us) as used in this Lease Agreement means the owner, agents or the mortgagee in possession for the time being of the land or the building (or the owner of a lease of the building or of the land and building) of which the Home forms a part, so that in the event of any sale or sales said land and building or of said lease, or in the event of a lease of said building or of the land and building, we shall be and thereby are entirely free, and relieved of all covenants and obligations.

THIRTY-FIFTH: PARAGRAPH HEADINGS: The paragraph headings are for convenience only.

THIRTY-SIXTH: END OF TERM: You will remove all of your property and belongings at the end of the term of this Lease Agreement. You will leave the Home in clean condition and in good repair. You shall pay any damage to the Premises caused by you by moving. If you leave any personal belongings in the Home or on the grounds, we may dispose of it and charge you for the costs of disposal or keep it as abandoned property. You shall be responsible for all Rent and Additional Rent until the expiration date of the Lease Agreement. If move occurs earlier than the expiration date and the Home is re-rented prior to the expiration of the Lease Agreement, you will still be responsible for all Rent and Additional Rent due under the terms and conditions of this Lease Agreement regardless of any Rent collected by us from a new tenant for said Home.

If you remain in possession of the Home after the end of the Lease Agreement term without our prior written consent, then we may:

1. Commence summary proceedings to dispossess you;
2. Declare you a holdover tenant at a new rental term on a month-to-month basis. The month-to-month term shall begin on the first day after the ending of the current Lease Agreement. All provisions of this Lease Agreement shall apply to the month-to-month rental term except that you will pay us 200% of the last Monthly Rent due under the Lease Agreement plus any Additional Rent charges that may be incurred by you;

THIRTY-SEVENTH: SMOKING: This is a non-smoking house. Smoking of all tobacco products inside the house is prohibited. Smoking outside the house is permitted, but care should be taken to ensure all butts are disposed of properly. Failure to observe this rule shall be considered a default, and the lease shall be subject to termination.

THIRTY_EIGHT: ADDENDUM: You certify that you have received a copy of this agreement and the following addendums to this Lease Agreement and that you understand that all addendums become a part of the Lease Agreement:

<u>POLICY AND REGULATION</u>	<u>YOUR ACCEPTANCE</u>
ADDENDUM NO 1 – RENT PAYMENT POLICY	_____X_____
ADDENDUM NO 2 – RULES AND REGULATIONS	_____X_____
ADDENDUM NO 3 – HOME INSPECTION REPORT	_____X_____
ADDENDUM NO 4 – SCHEDULE OF MINIMUM CHARGES	_____X_____
ADDENDUM NO 5 – Intentionally deleted	
ADDENDUM NO 6 – LEAD PAINT ADDENDUM	_____X_____

You and we have respectively executed this agreement as of the day and year written above:

Property: XX

Tenant:

Landlord:

Gregg Bryant

Deposit was received with this lease from the following individuals in the amounts shown.

_____	_____
_____	_____
_____	_____
_____	_____

ADDENDUM NO. 1

RENT PAYMENT POLICY

This Rent Payment Policy is a rider to and forms a part of the Lease Agreement dated _____, between us and you, as noted on Page 1 of the Lease Agreement. It is expected that there will be no collection problems. The policies and procedures that follow will apply in those situations when a delinquency occurs.

1. You agree and understand that Rent and Additional Rent payments are due and payable on or before the 1st day of each and every month, regardless of weekends and/or holidays.
2. Acceptable forms of rent payment include personal, Bank or cashier's checks made payable to Stewarsh Properties, or money orders.
3. Rent and Additional rent payments will be mailed to 36 Deer Creek Road, Pittsford, NY, 14534
4. We need not give notice to you to pay Rent or Additional Rent.
5. All payments must be received no later than 5:00PM on the 1st day of the month, regardless of weekends and/or holidays.
6. Payments that are received by 5:00PM on the 1st of the month will be late. Late payments are subject to a late fee of \$50.00, plus \$10 per day. Late fees are due and payable immediately with your Rent payment.
7. Rent and additional rent payments should be made in a single monthly check. Homes with more than one multiple tenants should arrange to make payments in a single check.
8. To insure proper credit all payments must note your address.
9. We have the right to apply all monies received as we deem appropriate to pay your obligations due us.
10. We may accept any partial payment with any conditional endorsement without prejudice to our right to recover the balance remaining due, or to pursue any other remedy available under this Lease Agreement.
11. You may be required to pay additional charges under the terms of this Lease Agreement. These additional charges are deemed "Additional Rent" and shall be due pursuant to the terms of this Lease Agreement. If you fail to pay Additional Rent on time or on demand, we shall have the same rights against you as if it were a failure to pay Rent. Additional Rent shall include but is not limited to any charges levied by us during the term of this Lease Agreement.
12. Any payment, presented to us, that is not honored shall result in us charging you; ANY bank fee assessed, PLUS an amount of not less than a fifty dollar (\$50) late fee, PLUS an amount of not less than a fifty dollar (\$50) insufficient funds fee – all sums shall constitute Additional Rent. We also reserve the right to pursue any criminal and civil charges against you under all applicable local, state and federal statues. All future payments MUST be made by money order, certified check, bank check or other immediately available funds.
13. You accept and understand that on or about the fifth day of the month a seventy-two (72) hour notice will be issued to you if we do not receive full payment. Failure to make full payment of all sums due within the seventy-two (72) hour notice period will result in a Summary Proceeding (eviction action) commencing against you, which will seek a warrant of eviction and a monetary judgment. If a Summary Proceeding is commenced against you, you accept and agree that you will be responsible for, and pay, an administrative fee of no less than \$250, plus all legal fees, plus all related court costs, plus any and all service fees.
14. You further accept that you will be responsible for all collection fees of not less one-half of the total amounts due and owing to us.

15. If you break any provision in this Lease Agreement, you agree to pay, as Additional Rent, all court and collection expenses incurred by us. If a Summary Proceeding for any reason other than non-payment is commenced against you, you accept and agree that you will be responsible for, and pay, an administrative fee of no less than \$250, plus all legal fees, plus all related court costs, plus any and all service fees and any and all collection agency fees incurred by us.
16. In the event of your death during the term of this Lease Agreement, your estate shall remain liable for the payment of Rent and Additional Rent as per the Rent Payment Policy of this Lease Agreement.

ADDENDUM NO. 2

RULES AND REGULATIONS

- 1) To report a repair you may send us an e-mail at gb@STEWARSHPROPERTIES.com. In the case of emergencies You may also call 585-314-6804, if not answered, leave a message and call 585-472-5356 and leave a message.
- 2) No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by you on any part of the Premises without our prior written consent.
- 3) The water-closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, nor shall any sanitary products, sweepings, rubbish, rags, or any other improper articles be thrown into same; and the cost of repairing any damage resulting from the misuse thereof shall be borne by you.
- 4) You shall reimburse or compensate us for any damage or injuries to trees, lawns, shrubs, and plants on the Premises caused by you, your family members, employees, agents or guests.
- 5) **Unless otherwise stated, Fireplaces are considered to be decorative and are not intended to be used. No fires should be started in fireplaces without prior written permission.**
- 6) No motorcycles, mini-bikes or other gas-operated equipment is permitted to be placed within ten feet of the buildings; nor may any charcoal lighter or propane grills be left within or used within ten feet of buildings.
- 7) All motor vehicles shall be parked in a garage if available, or on driveways. No parking on lawns.
- 8) You shall keep sidewalks and exterior stairs free of snow and ice.
- 9) Walls and wall coverings are not to be altered by you without our prior written approval.
- 10) Appliances should be used in a reasonable and safe manor and for the purposes they were intended, they should be properly cared for; grease buildup should be prevented on range top and in ovens; and frost build-up in the freezer compartment of the refrigerator. When defrosting, DO NOT use any type of sharp instrument to scrape off ice as they may puncture the refrigerant coil. Any damage caused by you to any of our equipment will be charged to you as Additional Rent.
- 11) All cooking shall be done in the kitchen. Hot plates are not allowed in rooms outside the kitchen. Food should not be stored in bedrooms.
- 12) The following appliances/fixtures are prohibited:
 - a) Upward facing lamps
 - b) Non-UL safety approved electrical appliances
 - c) Portable space heaters without protective covers and auto shut-offs
- 13) It is your responsibility to change any burned out light bulbs.
- 14) You, at your expense, shall complete snow removal from the Premises, including public walkways in front of the Home.
- 15) Gardens, other than those already in place, may not be started without our prior permission.
- 16) You agree to:
 - a) Keep the Home and yard clean and sanitary;
 - b) Use all appliances, fixtures and equipment in a safe manner and only for the purposes and in the manner for which they are intended;
 - c) Not litter the grounds;
 - d) Not destroy, deface, damage or remove any part of the Premises;
 - e) Not use any open flame products that might cause a fire to occur;

- f) Give us prompt notice of any defects in plumbing, fixtures, appliances, heating or cooling equipment or any other part of the Home or related facilities;
- g) Remove garbage and other waste from the Home in a clean and safe manner and dispose of it in the designated method;
- h) To fully cooperate with us to achieve compliance with requirements for waste separation and recycling;
- i) Not leave children unsupervised;
- j) Not give keys to individuals not residing in the Home without our prior written approval; &
- k) Not create any conditions within the Premises that pose a threat to the health or safety of any person or persons.

17) Refuse & Recycling

- a) You agree, at your sole expense, to comply with all present and future laws and regulations of state, federal municipal and local governments, departments, commissions and boards regarding the collection, sorting, and separation and recycling of waste products, garbage, refuse and trash. You will sort and separate all such items into categories as provided by law and in accordance with the rules and regulations adopted by us for the sorting and separating of such designated recyclable materials.
- b) You will pay all costs, expenses, fines, penalties or damages imposed on us or you by reason of your failure to comply with paragraph 16 a. You also will hold us harmless from any actions, claims and suits arising from your noncompliance. Your noncompliance with paragraph a) above will constitute a substantial breach of the Lease Agreement.

18) In consideration of the execution of the Lease Agreement, or any renewal thereof, you agree as follows:

- a) You, your family, guests, and your invitees will not engage in any criminal activity including but not limited to drug related activity anywhere within the Premises.
- b) "Drug Related or Criminal Activity" means the manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).
- c) You, your family, guests, and your invitees will not engage in any act intended to facilitate Criminal Activity, including but not limited to Drug Related activity, in, on or near the Premises.
- d) You, your family, guests, and your invitees will not permit nor allow the Premises to be used for Criminal Activity, regardless of whether you, your family, guests, and your invitees engage in such activity.
- e) You, your family, guests, and your invitees will not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms in, on or near the Premises.
- f) Violation of any of the above provisions will constitute a material and substantial breach of the Lease Agreement and will be good cause for termination of the Lease Agreement. A single violation of any of the provisions of this section shall be deemed a serious Lease Agreement violation. Unless otherwise required by law, proof of violation shall NOT require a criminal conviction, but shall be by the preponderance of the evidence.
- g) In case of a conflict between the provisions of this section and any other section of the Lease Agreement, the provisions of this section will govern.

19) You agree and understand:

- a) The smoke detector(s) was/were checked and is/are in operable condition at the time of this Lease Agreement.
- b) You are responsible for all maintenance and replacement of all batteries.
- c) You are required to test the smoke detector at least once a month (pressing the "TEST" button to check for the appropriate audible or visual signal).
- d) You will not disable the smoke detector at any time.
- e) If a fire should occur, and it is determined that you, your family, guests, and your invitees have tampered or disabled the smoke detector in any way, that you are liable to us for any and all damages of any sort.

20) You shall not keep or have on the Premises any article or thing of a dangerous, combustible, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or by us or any responsible insurance company.

21) You shall make no changes or additions to the electrical wiring as installed and maintained by us, nor shall you install and/or operate any air conditioning equipment, clothes washing or drying machine, electric broilers, space heaters of any kind, dishwashing machines, electric stoves or ranges, freezing units and any other electrical equipment and/or appliances not furnished by the us without our prior expressed written consent.

- 22) If we do not provide window treatments then you shall be responsible for covering windows in the Home with white backed window coverings of suitable design such as drapes, curtains or blinds. In no event shall you be allowed to utilize blankets, towels, newspapers, paper or other similar unconventional window coverings. If you do not comply with this provision, you shall be charged as Additional Rent, a minimum of twenty-five dollars (\$25.00) per day, commencing five (5) days after a written violation notice has been delivered to you.
- 23) You agree to keep the Home and the fixtures in it in good condition. You also agree to make all minor repairs that are made necessary because of the fault of you, your family, guests, and your invitees. If you fail to make a needed repair, we may do it at your expense, such expense shall then be charged to you as Additional Rent.

ADDENDUM NO. 3

HOME INSPECTION REPORT: XX		MOVE IN <input type="checkbox"/>	MOVE OUT <input type="checkbox"/>
Date Inspected:			
Tenant Signature:		Landlord signature:	

Kitchen:

Floors:

Walls:

Refrigerator:

Stove:

Microwave:

Dishwasher:

Countertops:

Cupboards:

Living Rooms:

Dining Room:

Other:

1st Bedroom:

2nd Bedroom:

3rd Bedroom:

TENANT'S INITIALS

Bathroom:

Other:

I have inspected the Home and hereby accept the Home in "as is" condition with the items noted above.
I hereby agree to return the Home in the same condition as we accepted the Home.

Tenant: _____

Tenant: _____

Tenant: _____

Tenant: _____

DETAIL OF DAMAGES
REPAIRED YES / NO

CHARGES

TOTAL DAMAGES	\$

TENANT'S INITIALS

Addendum No 4
 Schedule of Minimum Charges

Kitchen

Stove

Stove Cleaning	\$75.00
Oven Cleaning	\$100.00
Parts missing, broken or damaged	Repair or Replacement Cost

Refrigerator

Refrigerator Cleaning	\$50.00
Parts missing, broken or damaged	Repair or Replacement Cost

Appliance Cleaning	\$50.00
Parts missing, broken or damaged	Repair or Replacement Cost

Drawers/Cupboards/Cabinets

Emptied	\$30.00
Missing hardware	Replacement Cost
Damaged	Replacement Cost
Cleaning	\$45.00

Floor Cleaning	\$50.00
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Bathrooms

Broken fixtures	Repair or Replacement Cost
Damaged cabinets/countertops	Repair or Replacement Cost

Cleaning of:

Bathtub/tile	\$55.00
Floors	\$30.00
Sink/Toilet	\$30

Walls

Crayon and ink removal	\$30.00 per hour plus material
Holes (other than nail for wall hanging)	\$65.00 per hour plus material
Unauthorized wall coverings or painting	\$30.00 per hour plus material
Cleaning Walls, Baseboards and Ledges	

Doors

Repair or replace doors and hardware	\$65.00 per hour plus material
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Ceilings

Holes or damage	\$65.00 per hour plus material
Paint	\$30.00 per hour plus material

Rugs and Carpeting

Spots, burns and stains	Replacement cost
Vacuuuming	\$30.00 per hour
Steam Cleaning	\$75.00 per hour

Hardwood Floors

Floors requiring refinishing	Parts plus labor
Mopping/cleaning	\$30.00 per hour

Windows

Replace broken glass or screens	Replacement cost plus \$75.00
Cleaning	\$30.00 per hour
Removal of stickers or tape	\$30.00 per hour
Damaged blinds	\$30.00 plus material

<u>Storage Charges</u>	\$50.00 minimum plus \$10.00 per day
<u>Trash Removal</u>	\$10.00 per bag
<u>Extermination</u>	Exterminator cost plus \$50.00
<u>General</u>	
Removal of tape and or stickers from walls, windows and mill-work	\$30.00 per hour
Picking-up yard debris including cigarette butts	\$30.00 per hour

TENANT'S INITIALS

ADDENDUM NO. 6

LEAD PAINT ADDENDUM

Disclosure of Information on
Lead-Based Paint and Lead-Based
Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose a health hazard if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. (Visit <http://www.epa.gov/lead/pubs/leadprot.htm>)

Landlord's Disclosure (initial)

- _____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 - _____ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
-

Tenant's Acknowledgement

I have received the pamphlet *Protect Your Family from Lead in Your Home*, published by the United States Environmental Protection Agency.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, the information provided by the signatory is true and accurate.

- Home: XX, Rochester, NY
- Landlord: _____
- Tenant: _____
- Tenant: _____

Tenant:

TENANT'S INITIALS

ADDENDUM NO. 8

SATELLITE DISH RULES, REGULATIONS & GUIDELINES

These rules, regulations and guidelines shall apply to all satellite dishes and antenna installations in, on, and within the Premises.

- A written request **MUST** be submitted to us detailing the exact location, installation method, contractor name and proof of contractor insurance must be obtained **PRIOR** to the installation of any dish or antenna to any area exterior of your Home.
- Any and all cabling **MUST NOT** penetrate the exterior of the building; including but not limited to the siding, windows, roof, porch doors or any other property to which we have the right to restrict access.
- No dish or antenna may be attached to any exterior wall, roof or exterior post.
- Any damage to the structure or common areas caused by the installation or removal of the dish or antenna shall be the responsibility of the tenant.
- Any and all installations shall comply with all local, state and federal guidelines including but not limited to: zoning, building, electrical, fire codes and FCC regulations governing satellite dishes and antenna's.
- If at any time the rules and regulations regarding the use and placement of satellite dishes and antenna's change by a governing body then we shall have the right to modify these rules and regulations as appropriate including but not limited to the removal of said satellite dishes or antenna's and/or the imposition of a fee as appropriate under the law.
- We shall be entitled to enforce any and all provisions provided herein by providing a five (5) day written notice of noncompliance to you. You shall then be allowed to remedy the situation without our intervention. However should you fail to comply with the above stated rules, regulations and guidelines then we shall be entitled to correct the situation without recourse by you against us. We may then without further notice to you remove or re-install the satellite dish or antenna at the sole cost and expense of you. Such costs shall be billed to you and shall be considered additional rent under the terms and conditions of the Lease Agreement.
- If any of the above provisions are found to be unlawful or unreasonable by a governing body, then only that section of the provision shall be deemed invalid and all other terms and conditions herein shall remain in full force and effect.

We assume no responsibility or liability for the upkeep, maintenance of the satellite dish or antenna nor the quality of the signal from the satellite service provider. In addition you shall at all times and in all instances indemnify and hold us harmless for all matters relating to the installation, upkeep, maintenance and removal of the satellite dish or antenna. Furthermore we are not responsible for any damage to or inoperability of the satellite dish or antenna caused by third party individuals.

ADDENDUM NO. 9

GUARANTY OF PAYMENT

DATE OF GUARANTY: _____

TENANT (S): _____

PREMISES: _____

GUARANTOR(S): _____

In consideration of the granting of the above described Lease to the named Tenant(s), the undersigned hereby jointly and severally guarantee to Landlord and its successors and assigns:

(1) Payment by Tenant of all rent, additional rent and other charges provided for and due or coming due under the terms of the above-described Lease Agreement; and

(2) Payment of all damages that may arise to Landlord as a result of Tenant's failure or refusal to perform any of the terms, covenants or conditions contained in the Lease Agreement; and

The undersigned hereby represents and agrees that this guaranty shall be continuing guaranty during the term of the above-described Lease Agreement, and that the liability of the undersigned hereunder shall in no way be affected or diminished by reason of: (i) any waiver of any rights by Landlord against Tenant; (ii) any extension of time that may be granted by Landlord to Tenant; (iii) any delay in the prosecution by Landlord of any of their rights under the above described Lease Agreement or this guaranty; (iv) any assignment of Tenant's interest in the above described Lease Agreement, or (v) any amendment of the above described Lease Agreement. The undersigned hereby expressly waives notice of acceptance of this guaranty and notice of any default(s) by Tenant under the above described Lease Agreement, except as may be expressly provided in said Lease Agreement.

The guaranty, and the rights, obligations and privileges arising herefrom, shall be binding upon and the benefits shall inure to Landlord, the undersigned, and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Instrument to be executed this

_____ day of _____.

GUARANTOR

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On this _____ day of _____, before me personally came to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Notary Public

TENANT'S INITIALS