

Lease Agreement

(Attach Application as part of this Agreement)

THIS LEASE AGREEMENT is made this day of, 20..... between TURCO ASSPCiates as Landlord, and you,, as Tenant(s). We hereby agree to rent to you, and you hereby agree to rent from us, the premises as

1. **TERM.** The Term of this Lease shall commence at noon on the day of, 20..... and shall terminate at noon on the day of, 20..... If the last day of the term of this Lease or any renewal thereof shall fall on a Saturday, Sunday or a Monday holiday this Lease or any renewal thereof shall expire on the Friday immediately preceding.

2. **RENT.** The yearly rent is (\$.....), which you will pay in advance in monthly installments of \$..... at our office commencing, 20..... **The first month's rent and security deposit MUST be paid BEFORE possession is taken.**

3. **SECURITY DEPOSIT.** The sum of Dollars (\$.....) shall be deposited with us upon the signing of the Lease and be held by us until this agreement is terminated. It is security for the full and faithful performance of all the terms and conditions of this Lease. For your protection, it will be kept in a security-deposit account at the **BANK OF AMERICA, GROTON AVENUE, CORTLAND, NEW YORK**. The full security deposit shall be returned to you, plus interest **less 1%** for administrative expenses allowed by law, within a reasonable time after termination of this agreement, except as follows: you authorize us to deduct from your security deposit the following charges, if applicable. (1) At our option, any and all unpaid rent and late charges. You may not use said deposit in payment of rent during or at termination of this Lease. (2) Any judgment and Court costs resulting from enforcement of the terms and provisions of this Lease. (3) The cost of any repairs, replacement, redecorating, and/or refurbishing of the premises, including fixtures, systems, or appliances, necessitated because of other than reasonable wear and tear, as more fully explained in paragraph 7 of this Lease. (4) Costs and expenses arising from your breach of any provisions of this Lease. (5) A reasonable cleaning expense if you do not leave the premises in a clean and rent able condition at the time you vacate.

4. **UTILITIES.** Landlord and Tenant agree that the taxes on the apartment should be paid by the LANDLORD, and the cost of the utilities serving the apartment paid as follows: **WATER** paid by LANDLORD. **HOT WATER** paid by TENANT. **HEATING** paid by TENANT. **ELECTRICITY** paid by TENANT. **SANITARY CHARGES** paid by LANDLORD. **OTHER** paid by TENANT.

5. **DELINQUENT RENT PAYMENTS.** Our ability to provide you with services rests in a large part on our receiving monthly rental income promptly. For this reason, if we fail to receive your monthly rent installment on or before the close of business on the **fifth day** after your due date, you shall pay us, in addition to the rent installment, the sum of **Ten Dollars (\$10.00)** as liquidated damages, to compensate for the added expense of processing such delinquent accounts, AND **\$5.00 PER DAY** for **each additional** day after the fifth day until said rent is paid. You shall also pay such reasonable legal fees we may incur in the collection of the rent, and a penalty of **\$25.00** for passing a check, returned by the bank for insufficient funds. Furthermore, in the event your rental payment shall not be received by the fifth day after the due date **in any three months** in the term of this Lease, we shall have the option to either (1) convert this Lease to a month-to-month tenancy by sending you written notice to that effect, or (2) terminate this Lease upon giving you ten (10) days written notice thereof.

6. **POSSESSION.** We shall make every effort to have your apartment ready on time, but circumstances beyond our control could cause a delay. We cannot be liable for failure to deliver possession at the time agreed up in the application. In the unlikely event this happens, no rent will be charged until you are given possession.

7. **DAMAGES TO PREMISES.** We agree to repair with reasonable promptness, and without charge, any damages caused by reasonable wear and tear or by forces beyond your control. However, you agree to pay for damages caused by your misuse or that of your family, servants, or visitors. You shall not remodel or make any structural changes to the leased premises, nor shall you attach or remove any fixtures without prior written permission, and then only by contractors or maintenance approval by us. We shall not be responsible for damage to, or loss of, your personal property stored in the premises caused by our negligence. We encourage you to protect your personal property with your own insurance.

8. **USE AND OCCUPANCY.** You shall personally use and occupy the leased premises solely as a private dwelling for yourself and your immediate family, unless the application provides otherwise. You agree that the number of occupants shall not exceed the number shown on the application. You shall use the premises in such a manner as to comply with all local, county and state laws and shall not use the premises or permit them to be used for any disorderly or unlawful purposes, or in any manner offensive to other occupants of the building.

9. **SUB-LETTING.** You may sublet the premises but only with our prior written consent.

10. **PETS.** NO animals, birds, or pets of any kind shall be permitted in the leased premises.

11. **RULES AND REGULATIONS.** You agree that a signed copy of the restrictions as to the use of the premises is incorporated as a part of this lease by reference. In order to preserve fullest benefits to all concerned, it may be necessary to amend the rules from time to time. You hereby agree to abide by such changes as they may become necessary.

You hereby agree that any violation of any of the provisions of the Lease or the restriction, rules and regulations by you, a member of your family or guest, shall be considered a substantial violation of this Lease and tenancy.

12. **ACCESS.** In order to provide both routine and emergency maintenance service, we retain a pass key to your apartment. Service requests made by you will be taken care of within a reasonable time. If we enter the apartment in your absence we shall leave a card explaining the purpose of the call and the name of our representative(s). We reserve the right, during the last sixty (60) days of your Lease term, to show your apartment to prospective tenants at reasonable hours. We will, of course, make a prior appointment with you for our visit.

13. **ELECTRIC LIGHT BULBS.** We shall supply our apartment with electric light bulbs and florescent starters at the time you move in. You agree to furnish replacements thereafter, and leave all bulbs in proper working order when vacating apartment.

14. **DISTURBING NOISES.** You agree not to make, or permit to be made, any disturbing noises, nor shall you commit or permit any act, which will unreasonably interfere with the rights, comforts or convenience of other residence. You shall keep the volume of any radio, television or musical instrument sufficiently reduced at all times so as not to disturb other residents in the building and the complex, and shall not conduct or permit to be conducted, vocal or instrumental practice or instruction.

15. **REMOVAL FOR UNREASONABLE CONDUCT.** It is not our wish to restrict your enjoyment of the leased premises and our recreational facilities. However, if at any time we find your conduct, or that of your visitors, to be unreasonable or obnoxious, we shall ask that such conduct cease. If after notification the conduct continues, then we shall have the right to terminate the Lease by giving you personally, or by leaving at the leased premises, a five (5) day written notice of termination. Upon the expiration of the time specified, we shall be entitled to the immediate possession of the leased premises and may take possession thereof according to law.

16. **FIRE HAZARDS.** You shall not perform or permit any hazardous act which might cause fire or which will increase the rate of insurance on the premises. If the premises become uninhabitable by reason of fire not caused by your negligence or that of your agents or servants, the rental herein shall be suspended until the same have been restored to a habitable condition. However, we shall not be obligated to rebuild or restore the premises.

17. **TERMINATION AND MOVING.** Upon termination of this Lease, you shall surrender the premises to us broom clean, in good order, ordinary wear excepted.

So as not to disturb neighbors, the moving of furniture to and from the leased premises shall be permitted only between the hours of 8:00 AM and 9:00 PM. Any packing cases, barrels or boxes which are used in moving must be removed by you or by the moving company. You hereby authorize us to keep moving companies or trucks off the premises if your rent is not paid in accordance with the terms of this Lease. No vehicle may be driven over or upon the lawn for any purpose.

Before moving, for whatever reason, we strongly urge you to make an appointment in advance of leaving your apartment for the last time, to go thru the apartment with a representative of the management to determine if any damage is chargeable to your security deposit.

18. **REMOVAL OF PERSONAL PROPERTY.** If, upon vacating the premises, you fail to remove any of your personal property, it shall be deemed abandoned, and we will dispose of same according to law. If during the last month of the term you have removed all or substantially all of your property, we may enter the premises to redecorate without affecting the liability for rent. If upon vacating prior to the expiration of the term, you discontinue your utilities, it shall be considered a surrender of possession.

19. **HOLDING OVER.** In the event your tenancy is terminated for any reason provided for in this Lease, and you fail to vacate, you shall be considered a hold-over tenant, and we shall have the right to remove you and your possessions from the premises and to change the locks and take such other legal steps as we find appropriate to regain possession of the premises. This provision shall not be interpreted as giving you any right to hold over.

20. **NOTICE OF TERMINATION.** You or we may terminate at the end of the term by giving the other party at least forty-five (45) days' prior written notice.

21. **RENEWAL.** This Lease shall be considered renewed from year to year at the same rental or such increases as we shall specify in the notice required by law, without the need of a new Lease Agreement unless on or before the forty-fifth day before the end of the term, we or you give notice in writing to end this agreement. An extension agreement may be signed, however.

22. **WATER FURNITURE.** Water furniture, such as, but not limited to, mattresses, beds, chairs, sofas, and pools of any type are prohibited on the leased premises.

23. **LOCKS AND KEYS.** We shall provide a lock considered safe by the building industry for your exterior doors. So as not to restrict our ability to provide you with maintenance or in the case of any emergency, you agree that no additional locks shall be placed on any doors of the premises without prior written consent. Upon termination of this Lease you shall return all keys to the premises to us.

24. **RENT INCREASES.** It is understood that the rental rate as herein may be increased at any time during the term of this Lease up to, but no more than 10 percent per annum.

25. **MORTGAGE SUBORDINATION.** This Lease is subject and subordinate to all mortgages which may now or hereafter affect the real property, of which leased premises form a part and all renewals, modifications, replacements and extensions thereof.

26. **LIABILITY.** We shall not be liable for any injury or damage to persons or property caused by or resulting from steam, electricity, gas, water, rain, ice, or snow, falling plaster or any latent defect in the building, or from any injury or damage resulting or arising from any other cause or happening whatsoever, unless such injury or damage be caused by or be due to our negligence or the negligence of our agents, servants or employees; not shall we or our agents be liable for any such damage caused by other tenants or person in the building. We shall not be liable for loss of property by theft or otherwise. If we shall furnish for your use any storeroom or any other facility in the building, the same shall be furnished gratuitously, and we shall not be liable for any injury to person or loss or damage to property occasioned during the use of same.

27. **JURY TRIAL.** It is mutually agreed between us that we each do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of us against the other on any matters whatsoever arising out of or in any way connected with this Lease, except for personal injury or property damage.

28. **REPRESENTATIONS AND APPLICATIONS.** We have granted you this Lease on the basis of representations contained in this application, which is made part of this Lease. In the event any representations shall be found to be misleading, incorrect or untrue, we shall have the right to cancel this Lease upon thirty (30) days' written notice and to maintain an eviction proceeding.

We or our agents have made no representations or promises with respect to the premises you have rented, except as set forth in this Lease, and no oral statements made by our employees or agents shall be binding unless consented to by us in writing.

29. **COMMUNICATIONS.** A bill, statement, notice or other communication to you may be delivered in person, sent by certified mail or left at your premises. Any notice or communication to us shall be left at our office during normal office hours or served by certified mail.

30. **ILLEGALITY.** If any part of this Lease is not legal, the rest of the Lease will be unaffected.

31. **NO WAIVER.** Landlord's failure to enforce any terms of this Lease shall not prevent Landlord from enforcing such terms at a later time.

32. **BARBEQUE GRILLS ARE NOT PERMITTED ON BALCONIES AND PATIOS.**

IN WITNESS WHEREOF, the parties have respectively signed this Lease as of the day and year first above written.

Signatures. The parties have entered into this Lease on the date first above stated. Whenever the text hereof required, the use of the singular shall include the appropriate plural number.

LANDLORD:

TENANT(S):

Signature

Signature

Date

Signature

Tenant hereby acknowledges receipt of a copy of this Lease with the original signature of the Landlord and the Tenant.