

RESIDENTIAL LEASE AGREEMENT

PLAIN ENGLISH FORM APPROVED BY THE ELMIRA-CORNING REGIONAL BOARD OF REALTORS®, INC.
FOR USE BY ITS MEMBERS. THIS IS A LEGAL DOCUMENT; SIGNING THIS PURCHASE OFFER GIVES RISE TO BINDING LEGAL
RESPONSIBILITIES. IF NOT UNDERSTOOD, WE RECOMMEND YOU SEEK LEGAL ADVICE BEFORE SIGNING.

The Landlord agrees to lease Premises described herein to the Tenant at the Rent and for the Term as stated on this Lease Agreement.

LANDLORD(S)

TENANT(S)

Premises:

Including the following furnishings and/or appliances:

Each Tenant is jointly and severally liable for the payment of rent and performance of all terms on this Lease. Should the Tenant vacate the premises before the Lease expiration date, Tenant will be liable for all rent through said expiration date.

This residence shall be used only as a private dwelling and shall be occupied only by:

LIST OF OCCUPANTS AND/OR TENANTS AT THE TIME OF SIGNING OF THE LEASE

NAME	RELATIONSHIP	PHONE #	SOC SEC #	Email

The term of a lease runs from the first of each month through the end of the month. When 30-day notice is given, it must be before the first of the month to guarantee proper 30-day notice.

Lease Date:

Lease Term From:

To:

☐ 1 Year Lease Term

☐ 6 Month Lease Term

☐ Month to Month Lease Term

If initial rent is to be prorated for the period from Tenant's move-in date through the end of the month, Tenant will pay Landlord the prorated amount at the daily rate of: \$ _____ for _____ days, which equals: Total Prorated Amount of: \$ _____.

1. RENT

Tenant shall pay the Landlord:	Total Rent Due:	\$
Paid in equal installments of \$	Rent Payments:	\$
FUNDS DUE AT LEASE SIGNING <i>Funds due at lease signing can be paid by money order or check.</i>		
	First Month's Rent:	\$
	Security Deposit:	\$
	SUB TOTAL:	\$
	Less Deposit:	\$
	TOTAL DUE:	\$

2. PAYMENTS

Monthly Rent is payable on or in advance of the ____ day of each month during the term of this Lease.

- Rent Check shall be made out to: _____
- Rent shall be mailed or delivered to: _____
- Rent shall be accepted in the form of: ☐ Check ☐ Money Order ☐ ACH ☐ Other _____
Unless otherwise agreed upon with Landlord

3. RETURNED CHECKS

If, for any reason, a check used by Tenant to pay the Landlord is returned for insufficient funds (NSF) or if Tenant stops payment, the Tenant will pay a charge of \$_____ in addition to rent. The landlord may require all future Rent Payments to the Landlord be remitted by money order or cashier's check.

4. SECURITY DEPOSIT & OTHER CHARGES

- Security Deposit will be held under the terms and conditions of the Security Deposit Agreement, provided as an attachment to this lease. **Security deposit cannot be used as last Month's Rent.**
- The first month's rent is due and payable when this Lease is signed. Hereafter, if rent is not received by the fifth (5th) day of the month, Tenant agrees to pay a late fee of 5% of lease price or \$50 whichever is less. **Both parties agree that the late fee is \$_____.** In the event of chronic or habitual late payments, Landlord can declare tenant in default and invoke the remedies of said default.

5. DISCLOSURES AGREEMENTS

- As required by law, Landlord must disclose any known information regarding the presence of Lead-Based paint. This disclosure is provided as an attachment to this lease; Disclosure of information on Lead-Based Paint and/or Lead Based Paint Hazards and is executed by Tenant and Landlord.
- As required by law, Landlord must provide Tenant with a copy of the Environmental Protection Agency's pamphlet Protect Your Family from Lead in Your Home, which is provided as an attachment to this lease.
- As required by law, Landlord must provide working smoke alarms to Tenant when Tenant takes possession of premises. Tenant is obligated to care for, test, and replace batteries as needed in said smoke alarms and CO2 detector during the term of the Lease. A Smoke Alarm Agreement is provided as an attachment to this Lease, executed by Tenant and Landlord.

- As required by law, Landlord must provide Tenant with Notice Disclosing Tenants' Rights to Reasonable Accommodations For Persons With Disabilities, as an attachment to this Lease, executed by Tenant and Landlord.
- As required by law, a Buyer/Tenant Audio Recording Device Notice has been provided.
- As required by law, Landlord must provide Tenant with a **SPRINKLER SYSTEM NOTICE**:
The leased premises ☐ is equipped with ☐ is not equipped with a fire sprinkler system.
For property serviced by an operative sprinkler system, that system was last maintained on and was last inspected on _____.

6. UTILITIES & SERVICES

	Tenant Responsibility	Landlord Responsibility		Tenant Responsibility	Landlord Responsibility
Gas/Oil/Propane			Garbage		
Electric			Lawn		
Water Bill			Snow Removal		
Sewer			Other:		

Tenant shall not be entitled to any credit or rent for an inconvenience arising from interruption of utility services.

7. DEFAULT

- **For Non-Payment of Rent:** If Tenant is in default of rent (*defined as not paid in full within five (5) days of due date*), Tenant shall receive **Written Notice of Default** and will have fourteen (14) days to cure this default.
- **For Cause:** Tenant will receive a **Written Notice of Default for Cause** (*which is a violation of any part of this Lease Agreement other than nonpayment of rent*) and will have Ten (10) Days to cure this default.

In either case if default is not cured in the prescribed time period, Landlord may terminate all rights of the Tenant and institute the eviction process according to the laws of the municipality in which the premises is located. Any monetary judgment awarded to the Landlord will carry an interest rate equal to the highest rate allowable in the State of New York at the time that the judgment is made.

8. OCCUPANCY & USE

- Occupancy by guests for more than ten (10) consecutive days without written consent of the Landlord shall constitute a violation of this Agreement.
- The Tenant shall not assign or sublease any portion of the premises without the prior written consent of the Landlord.
- Should Tenant fail to occupy premises after signing this Lease Agreement, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.
- Tenant will notify Landlord if there is to be absent from the premises for longer than seven (7) days. During such absences, Landlord may enter premises as reasonably necessary to maintain and inspect premises for needed repairs. In the absence of notification, any absence of longer than seven (7) days will be considered as an abandonment of the premises.
- Keys: Tenant will be given _____ key(s) to the premises and _____ mailbox key(s). If all keys are not returned to Landlord at the end of or termination of lease, Tenant shall be charged \$_____ per key. The locks may not be changed unless the Landlord agrees to change them.

- Lockout: If the Tenant becomes locked out of the Premises, the Tenant will be charged a fee of \$_____ to gain re-entry.
- Parking: Any parking that may be provided is strictly self-parking and is at the owner's risk. Lessor is not responsible for nor does Lessor assume any liability for damages caused by fire, theft, casualty, or any other cause whatsoever with respect to any vehicle or its contents.

9. PETS

Pets shall not be allowed without prior written consent of the Lessor.

☐ Pets are NOT allowed at this property.

☐ Pets are allowed at this property

- The Tenant understands and agrees to keep clean the exterior and interior of the property of pet feces.
- *Per NYS Law, dogs age four (4) months or more must be licensed and inoculated for rabies.*
- **At the time of signing this lease the following pet(s) are allowed:**

Name	Dog/Cat/Other

Name	Dog/Cat/Other

10. OPTION TO RENEW & HOLDING OVER

- Tenant shall provide Landlord with written thirty (30) day notice prior the expiration of this lease Agreement as to Tenant's future intentions regarding premises. Landlord agrees to give same thirty (30) day written notice of Landlord's intentions prior to expiration of lease Agreement.

11. ACCESS TO PREMISES

- *Landlord shall have the right to enter the premises at any time:*
 - In case of an emergency.
 - When Tenant has surrendered or abandoned premises.
- *Landlord shall have the right to enter the premises at any time during normal business hours, and with no less than a 24-hour notice to Tenant:*
 - To make necessary or agreed upon repairs, services, or inspections.
 - Exhibit premise to prospective tenants, purchasers, mortgages, or workers.
 - Display of signs. During the last _____ days of this lease, Landlord or Landlords agent shall have the right to post signs showing the property "for sale" or "for rent" and with proper notice to Tenant will be allowed to show property to prospective buyers or tenants.

12. REASONABLE CARE OF PREMISES

- Tenant agrees to be careful and diligent in the use and treatment of the premises and is liable for any damages of the Tenant, Tenant's family, agents, or guests, except for reasonable wear and tear under ordinary use.
- Tenant shall quietly enjoy the leased premises as long as Tenant shall pay the rent and observe and perform all conditions of this Lease.

13. Notice of Defects

- Tenant accepts the premises in its present condition.
 - When any portion of the premises is out of repair, Tenant agrees to promptly report it to:
-
- Tenant agrees to promptly make all repairs at the Tenant's expense for damage caused by misuse or neglect of the Tenant, Tenant's family, agents or guest. In the event that Tenant fails to make such repair, Landlord or his agent may make the necessary repair and the Tenant will pay for the cost for the repair upon demand.

14. LAWS & REGULATIONS

- Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
- Tenant agrees not to use premises for any illegal activity or purpose.
- Tenant also agrees to abide by any and all regulations now in force, or which may hereafter be in force, pertaining to the use of premises, and shall not do anything upon the leased premises that would increase the fire and insurance rating on the property.

15. INDEMNIFICATION & COURT FEES

- Tenant agrees to hold Landlord/Agent harmless from any claim from damages, no matter how caused except for injury or damages for which Landlord is legally responsible.
- In any action or legal proceeding to enforce any parts of this Agreement, in accordance with the laws of the State of New York, the prevailing party shall recover reasonable attorney fees, court, and/or arbitration costs.

16. INSURANCE

- Landlord will carry fire insurance on the premises for any personal property furnished with the residence, and liability. It will be in the tenant's best interest to obtain and carry Renter's Insurance to cover contents and liability. As required by law a Flood Insurance Addendum is attached to this lease.

17. DAMAGE BY FIRE OR OTHER CAUSE

- If premises become partially damaged by fire or any other cause, Landlord shall make repairs as soon as possible.
- No claim shall be made against Landlord for any inconvenience from repairs. If premises is so damaged that it cannot be repaired, rent shall be payable up to the time of the destruction or damage and lease will be terminated upon written notice to Tenant within thirty (30) days after such damage.
- Tenant shall not be entitled to credit or rent reduction for inconvenience or discomfort arising from repairs or improvements made to the premises.

18. BINDING EFFECT

- The conditions of this lease shall be binding on the Tenant, all heirs, estate, and any sub-tenant or assignee, except when prohibited by law.

19. STRICT PERFORMANCE & VALIDITY

- The failure of the Landlord in one or more instances to insist upon strict performance of any of the conditions of this Lease shall not be considered a waiver of any kind.
- If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other portion of this Agreement.
- The rights of the Landlord will remain available for use and are not limited to the right that is exercised first.

20. BANKRUPTCY

- If Tenant shall file a petition in bankruptcy, be adjudicated a bankruptcy or make an assignment for the benefit of creditors to take advantage of any insolvency act, Landlord may declare Tenant in default and invoke the remedies of said default.

21. SUBORDINATION & SALE OF PREMISES BY LANDLORD

- This Lease shall be subject and subordinate to all existing or future mortgages which are liens on the premises and Tenant will execute and deliver any document deemed necessary by mortgage to subordinate this lease to the lien of a future mortgage.
- Should the Landlord sell the premises during the term of this Lease Agreement, Landlord will give notice by certified mail regarding the name and address of new owner. Security deposits will be transferred to the new owner as indicated by NYS Law.

22. Eminent Domain

- If premises are condemned for public use, this Lease shall terminate upon sixty (60) days' written notice to the Tenant. Landlord has sole right to award of payment on account of such condemnation.

23. FAIR HOUSING

- In accordance with the law, and any subsequent updates to this lease, this property is offered without respect to race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status of the Tenant. New York State Housing and Anti-Discrimination Disclosure Form is attached to this lease.
In New York State, a person must be eighteen (18) years old or older in order to sign a Lease Agreement.

24. MISREPRESENTATION BY TENANT

- If the Tenant makes any misrepresentations in the interview process or application for Lease, the Landlord may treat same as violation of this Lease and may pursue the remedies provided in this Lease.

25. REPRESENTATIONS OF THE LANDLORD

- The Landlord has made no representations or promises to the Tenant other than those contained in this Lease.

26. ENTIRE AGREEMENT

- This document must be in writing and when signed by both parties will constitute the entire agreement.

27. THE FOLLOWING REGULATIONS HAVE NO EXCEPTIONS:

- No Smoking will be permitted in premises.
- No pool, spas or trampolines are permitted.
- The appliances that are included with the rental property cannot be removed or replaced without the Landlords written permission.
- No wallpapering, painting or structural alterations are permitted without the Landlord's written permission.
- The tenant may hang pictures and install window treatments with Landlords approval.
- No creating a nuisance by annoying, disturbing, inconveniencing any other tenant or nearby residents.

28. OTHER TERMS & ATTACHMENTS



Note: Changes and/or additions to the above House Rules will be made as necessary.

The following are attached to this Lease:

- 1. ☐ New York State Housing and Anti-Discrimination Disclosure Form
- 2. ☐ Notice Disclosing Tenants’ Rights to Reasonable Accommodations for Persons with Disabilities
- 3. ☐ Buyer/Tenant Audio Recording Device Notice
- 4. ☐ Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards
- 5. ☐ Protect Your Family from Lead in Your Home Brochure *(Published March 2021)*
- 6. ☐ Smoke Alarm & CO Addendum
- 7. ☐ Security Deposit Addendum
- 8. ☐ Flood Risk Disclosure
- 9. ☐ Insurance Addendum
- 10. ☐ Appliance Addendum
- 11. ☐ Smoke Free Addendum
- 12. ☐ Other: _____

Landlord will give Tenant a thirty (30) day notification of any and all changes.
This offer (optional) is contingent upon approval of Landlord's and Tenant's Attorney as to all matters without limitation. Unless Attorney's written disapproval is received by the parties' respective attorneys, with notification to the Tenant's and Landlord's Brokers, within_____days after the acceptance of this lease, this contingency shall be deemed to have been satisfied.

_____	_____	_____	_____
Tenant	Date	Landlord	Date
_____	_____	_____	_____
Tenant	Date	Landlord	Date
_____	_____	_____	_____
Agent	Date	Agent	Date