RENTAL AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, LLC, herein called "Landlord," and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_herein called "Tenant." Landlord hereby agrees to rent to Tenant the house at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_\_\_\_\_\_, commencing on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_\_and monthly thereafter until this agreement is terminated. Landlord rents the demised premises to Tenant on the following terms and conditions:

**1. Rent & Late Charges**

1. Tenant agrees to pay Landlord as base rent the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_ per month, due and payable monthly in advance of the 1st day of each month during the term of this agreement. Rent must be received by 5:00 P.M. If the rent has not been received by 9:00 AM. on the 7th day of the month, then a seven (7) day notice to vacate may be posted.
2. The initial payment of first month’s rent, one month’s security deposit, and landscaping maintenance fee of $3500 must be made before the tenant takes occupancy.
3. Monthly rent payments must be paid via direct Deposit at TD Bank Account #\_\_\_\_\_\_\_\_\_\_\_\_\_until Landlord decides a different form of acceptable payment.
4. Tenant hereby acknowledges that late payment will cause Landlord to incur costs not contemplated by this Rental Agreement, the exact amount of which will be extremely difficult to ascertain. In the event rent is not received prior to 5:00 P.M. on the 8th day of the month, regardless of cause including dishonored checks, Tenant further agrees to pay as additional rent a late charge to Landlord equal to five percent (5%) of such overdue amount. Neither ill health, loss of job, financial emergency or other excuse will be accepted for late payment. Time is of the essence for all payments.
5. Tenant agrees to also pay for electric, water, propane, cable, and all utilities which will be in their name.
6. Landlord will maintain an annual boiler contract and tenant will make the house easily accessible for such service.

# 2. Responsibility To Pay Rent

All undersigned Tenants are jointly and severally (together and separately) liable for all rents incurred during the term of this agreement. Each Tenant who signs this agreement authorizes and agrees to be the agent of all other occupants of the premises and agrees to accept, on behalf of the other occupants, services of notices and summons relating to tenancy.

**3. Legal Obligations**

Tenants hereby acknowledge that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

# 4. Hold Over

If after the date of termination of tenancy, Tenants are still in possession of premises, they will be considered holding over and agree to pay rental damages at the rate of 1/30th of their then-current monthly rent per day of hold over.

# 5. Order In Which Rent Payment Is Applied

Landlord applies rent received to money & bills owed in the following order:

 1. Late Charges 4. Other Fees Not Paid

 2. Tenant Owed Utility Bills 5. Damage/repairs to apartment

 3. Legal Fees, Court Costs, and Fines 6. Current Rent

**6. Appliances**

The house is rented with a refrigerator and propane stove, which is the personal property of the Landlord. Tenant agrees to keep them in good working order.

**7. Occupancy and Use**

The Tenants agree to use the premises only as a residence for themselves. No commercial use is allowed. The Tenant agree not to disturb, annoy, endanger, or inconvenience neighbors nor use the premises for any immoral or unlawful purpose, not violate any law ordinance nor commit waste or nuisance upon or about the premises. No waterbed may be used on the premises without the written consent of landlord. The total number of adults who may occupy the premises is 5.

**8. Pets**

There shall be no pets allowed on the rented premises. Tenant hereby agrees that if found In violation, the rents due hereunder may be raised at the Landlord's discretion. Any animals on the property‑not registered under this Rental Agreement will be presumed to be strays and will be disposed of according to law, at the option of the Landlord.

**9. No assignment of Rental Agreement**

Resident agrees not to Assign this agreement, nor to sublet any part of the property, nor to allow any other person to live therein other than as named in Paragraph 7 above without first requesting permission from the Owner and paying the an appropriate surcharge. Further, that covenants contained in this Rental Agreement, once breached, cannot afterward be performed; and that unlawful detainer proceedings may be commenced.

**10. Inventory and Inspection Record**

An Inventory and Inspection Record has been provided for the Tenants' use. Only after this has been filled out prior to taking possession will the Landlord take any action to complete any necessary repairs. This Inventory and Inspection Record will be used to determine what portion, if any, of the Tenant’s security deposit will be returned.

# 11. Damages And Repairs

1. The Tenant hereby acknowledge that the said property is in good condition. They agree that failure to file any written notice of defects prior to taking occupancy will be legally binding proof that the property is in good condition at the time of occupancy.
2. As of occupancy, Landlord warrants that all plumbing drainage is in good working condition. Landlord also warrants that all major systems are functional, such as light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, air conditioning, if any, and heat. Tenant thereafter agrees to pay for removing all stoppages caused for any reason except for roots, defective plumbing, backup of main lines, or undefined causes as determined by the plumber hired by the Landlord who clears the line.
3. Tenant agrees to pay the first $200 of each and every individual repair or replacement. It is mutually agreed that it is the Tenant’s responsibility to repair certain items, such as broken or damaged windows subsequent to Tenant’s occupancy, at Tenant’s expense. If Tenant is unable or unwilling to repair broken or damaged windows within a reasonable period of time, Landlord may make such repairs and charge Tenant. In addition, Tenant agrees to pay for the total cost of any repair and damages to the premises caused by their negligence or misuse or that of their family or invitees.
4. Tenant agrees not to paint, wallpaper, alter, redecorate or make repairs to the dwelling, except as provided by law, without first obtaining the Landlord’s specific written permission.
5. All requests by Tenant for service and repairs, except in the case of an emergency, to be in the form of writing and delivered to the address above.
6. Tenant agrees not to use any other heating source other than the one provided in the apartment. Tenant will keep temperature at 55 degrees or above at all times.
7. If a fire or other mishap damages the apartment, Tenant may continue to occupy the livable part if local codes and laws grant permission. If Tenant decides to stay, Tenant will pay rent according to the percentage of the amount of area that is livable until Landlord repairs the damages. If Tenant decides not to stay or occupancy is not permitted, this agreement will end immediately. Landlord is not responsible for finding replacement housing for Tenant after the agreement has ended. Landlord will return to the Tenant security deposit plus rent paid in advance for the period after the fire or mishap. If the fire or mishap is due to the Tenant’s actions, security deposit will not be returned.

**12. Attorney's Cost**

If court action is sought by either party to enforce the provisions of the Rental Agreement, attorney's fees and costs will not be awarded to the prevailing party in the court action.

**13. Upkeep and Maintenance**

Good housekeeping is expected of everyone. Tenant agrees to keep house clean and in a sanitary condition. Tenant agrees to remove trash, garbage, and other waste in a safe manner.

The Tenant also agrees not to permit any deterioration or destruction to occur while they are occupying the property. They agree to maintain the walls, woodwork, floors, furnishings, fixtures and appliances (if any), windows, screens, doors, fences, plumbing, air‑conditioning and heating, electrical and mechanical systems as well as the general structure and appearance of the property.

**14. Covenant of Advance Payment For Lawn Maintenance**

The Tenants hereby acknowledge and agree to remit the sum of $3,500 in advance for lawn maintenance services. It is expressly understood that this advance payment shall be refundable to the Tenant upon the satisfactory fulfillment of all obligations and terms as set forth in this lease agreement. The refund of said amount is contingent upon the Tenant's strict adherence to and non-violation of all provisions delineated herein during the tenancy, and shall be disbursed upon the Tenant's vacating of the premises at the termination of this lease agreement.

The tenant agrees to take care of the property and be fully responsible for the following: taking garbage out to the curb for regular weekly pickups, to shovel and salt steps, walkways, and stoops when it snows. Tenant shall keep the outside free of rubbish and discard leaves. Landlord will cut lawn, shrubs, bushes, and surrounding grounds.

**15. Security Deposit**

**UNDER NO CIRCUMSTANCES SHALL THE SECURITY DEPOSIT BE USED AS THE LAST MONTH’S RENT.** Tenants hereby agree to pay a refundable security deposit of $\_\_\_\_\_\_\_\_\_\_\_\_\_ before occupying the premises. No interest will be paid on this money and in no case will it be applied to back or future rent.

Said deposit shall be refunded with 45 days after tenant completely vacates the premises provided:

1. No damage, other than normal wear and tear, has been done to the premises and other personal property of the Landlord;
2. Premises is left clean. Landlord may deduct a portion of deposit to pay for certain cleaning if premises is not left clean.
3. All utilities that are the Tenant’s responsibility has been paid for in full and utilities have been properly notified of the tenant’s departure;
4. All keys have been returned to the Landlord;
5. All other terms and conditions of this agreement have been satisfactorily fulfilled.

The Landlord may use all or a portion of this security deposit as may be reasonably necessary to:

1. Remedy Tenant’s defaults in payment of rent;
2. Clean premises if left unclean by tenants;
3. Repair damages caused by Tenant to premises.

If any portion of the security deposit is used during the term of the tenancy to cure a default in rent or to repair damages, tenant agrees to reinstate security deposit to it’s full amount within 14 days of written notice to Tenant. This deposit money minus any necessary charges for repairs, cleaning, etc., will then be returned to Tenant with a written explanation of deductions, within fourteen working days after they have vacated the property.

**16. Month‑to‑Month Tenancy During Agreement**

This is a month‑to‑month Rental Agreement for the time specified! It is not a lease or other long‑term agreement. In accordance with New York Statutes, after one month's rental payment has been received, this agreement may be terminated by mutual consent of the parties; or by either party giving written notice at least 30 days prior to the end of any monthly period. All parties agree that termination of this agreement without prior notice before the above ending date will constitute breach of the tenancy as agreed on Page 1, and all Security Deposits shall be forfeited in favor of the Owner as full liquidated damages at Owner's option following termination without notice.

**17. Removal of Landlord's Property**

If anyone removes any property belonging to Landlord without the express written consent of Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action. The personal property of the Landlord includes, but not limited to: gas stove, ceiling fans, refrigerator, all light fixtures, kitchen cabinets, kitchen sink, bathroom sinks, bathroom toilets, bathroom tub, and Ring Company spotlights.

**18. Tenant Insurance and Negligence**

Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, his agents, or employees. Tenants agree to purchase insurance‑at their own expense‑sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connections. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

Tenants agree to hold the Landlord harmless from claims of loss or damage to property and injury or death to persons caused by the negligence or intentional acts of the Tenants or their invitees.

The Tenant agrees to list the Landlord as additional insured and must provide a copy of the Insurance Certificate prior to taking occupancy.

# 19. Hazardous Materials

Tenants agree not to keep or use on the premises any materials which an insurance company may deem hazardous or to conduct any activity which increases the rate of insurance for the Landlord.

# 20. Emergencies

In the event of an emergency involving the premises, such as a plumbing stoppage, the tenants shall immediately call the Landlord at \_\_\_\_\_\_\_\_\_\_\_\_\_\_and report the problem. In an emergency the Landlord may enter the property without notice.

**21. Abandonment**

If Tenants leave the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Resident from returning. Landlord will also have the right to remove any property that the Residents have left behind and store it at Tenant's expense.

**22. Lock Policy**

No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at the Tenant's expense, before they are installed.

# 23. Smoke Detector

Landlord has supplied several smoke detectors in the house and explained to the Tenant how the smoke detector works. Tenant is responsible for smoke detector operation and agrees to replace batteries as needed.

Tenant agrees to tell Landlord immediately if the smoke detector fails to work for any reason.

Tenant agrees not to disconnect or allow anyone else to disconnect the smoke detector. Tenant is responsible for any injuries, damages, or loss suffered because of someone disconnecting a smoke detector for any reason.

**24. Alterations**

Tenant shall make no alterations, decorations, additions or improvements in or to the premises without Landlords' prior written consent, and then only by contractors or mechanics approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

The Tenants specifically agree that no tacks, nails, screws, etc., will be driven into the walls, nor will they be marred or torn by glue or tape. They also acknowledge that they will be responsible for and pay any damage done by rain, wind, hail, tornadoes, hurricanes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow or water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc., or any damage caused while Tenant has occupancy.

**25. Vehicle Policy**

The Tenants agree never to park or store a motor home, camper, race cars, tires, oil or gas tanks, or any sort of recreational vehicle on the premises and to park only automobiles, only on the paved areas provided. Junk cars, cars on blocks, non‑functional vehicles, or unlicensed automobiles are not permitted on property. Removal will be at the expense of the Tenant. Tenants agrees that any vehicle parked on unpaved areas may be towed by the Landlord and stored at Tenant's expense. Tenant is allowed 2 cars.

**26. Utilities**

Tenant will be responsible for payment of electric, cable, and telephone bills incurred during their residency. They specifically authorize Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement.

# 27. Tenant Breaking Agreement

# Tenant loses the protection provided in this agreement if:

1. Tenant does not pay rent or other charges due;
2. Tenant empties or abandons the apartment before the end of the agreement without written notice to the Landlord;
3. Tenant does not follow all the terms and conditions of this agreement;
4. Tenant does not leave at the end of the agreement period.

If Tenant breaks this agreement, Tenant agrees to give up his right of a “Notice to Quit.” This means Tenant allows Landlord to go to court without giving the required notice. Tenant has the right to challenge the Landlord’s charges in court. If Tenant breaks this agreement, Landlord has the right to:

1. End this agreement after giving 1 day’s written notice;
2. Start a court eviction action. Tenant agrees to pay all attorney’s fees and court costs;
3. Recover rent and other charges due until the end of this agreement even if the agreement has not yet ended.

**28. Roof and Termite Alert**

Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity.

**29. No liability**

The Tenants hereby state that any work or repairs that need to be done will be handled by competent professionals, unless Tenants are qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations. Tenants further state that they will be legally responsible for any mishap they either do themselves or hire others to do. Landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenants' capacity, they are urged to arrange for professional help.

**30. Disclosure of Landlord/Agent**

The Owner is and may be represented at various times by his employees or agents, to act for and on behalf of the Owner for the purpose of receiving and receipting for notices and demands and for the service of process and all other acts which Landlord could or would do if personally present.

**31. Smoking**

There is no smoking of any kind in the house or on the property. If tenant should violate this clause, then they will immediately vacate the premises and all deposits, and future rents paid will be forfeited.

**32. Access to Premises**

Tenant agrees to cooperate with Owner/agent in showing property to prospective tenants or purchasers during this agreement. The Owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services or show to prospective residents, purchasers, mortgages, workmen, or contractors. Whenever practicable, a 24-hour notice of the Owner's intent to enter shall be given to the Resident. The Owner may also display "for rent" and "for sale" signs on the building of which the rented residence is a part.

**33. Pest‑Control Policy**

Resident is responsible for any ongoing pest control service, if the Resident desires such a service. Owner is not responsible for any damage done to the Resident's person, or property by such pests, or to the person or property of Resident's family or any other persons on their premises.

**34. Waiver**

All rights given to Landlord by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

**35. Legal Binding**

Tenant hereby states that they have the legal rights to sign for any and all other residents and to commit them to abide by this contract. This agreement also supercedes any and all written or oral agreements made prior to this agreement.

**36. Full Disclosure**

The Tenants signing this Rental Agreement hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgment and he/she has received a signed copy of the Rental Agreement.

**37. Other Conditions**

Each provision herein containing words used in the singular shall include the plural where the context requires. In any item in this agreement is found to be contrary to federal, state, or local law, it shall be considered null and void and shall not affect the validity of any other item in the agreement. The waiver of any breach of any of the terms and conditions of this agreement shall not constitute a continuing waiver or subsequent breach of any of the terms or conditions herein. The foregoing constitutes the entire agreement between the parties and may be nullified or changed only in writing and signed by both parties. Both parties have executed this agreement in duplicate and hereby acknowledge receipt of a copy on the day and year first shown above. Time is of the essence in this agreement.

Tenants Acknowledge Receipt Of The Following:

* Lead Paint Notice

Accepted this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2010

Landlord

 Tenant Tenant

Mailing Address Mailing Address

City, State Zip City, State Zip

Phone Phone