



### Apartment Lease Agreement

This Lease Agreement (“Lease”) is entered by and between Matthew Wendig (“Landlord”) and \_\_\_\_\_ (“Tenant”) on \_\_\_\_\_. Landlord and Tenant may collectively be referred to as the “Parties.” This Lease creates joint and several liability in the case of multiple Tenants.

The Parties agree as follows:

**PREMISES:** Landlord hereby leases the premises located at: \_\_\_\_\_ (the “Premises”) to Tenant.

**LEASE TERM:** The lease will start on \_\_\_\_\_ and will end on \_\_\_\_\_.

**Other Residents:**

Other residents of the premises include:

\_\_\_\_\_

It is understood that the tenant is solely responsible to make the lease payment and solely agrees to be responsible to all of the provisions held within this lease agreement.

**LEASE PAYMENTS:** Tenant agrees to pay to Landlord as rent for the Premises the amount of \_\_\_\_\_ (“Rent”) each month in advance on the first day of each month payable to Matthew Wendig, 9502 State Route 12 APT 1 Copenhagen NY 13626 or at any other address designated by Landlord. If the Lease Term does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

**LATE CHARGES:** If any amount under Lease is more than four (4) days late, Tenant agrees to pay a late fee of \$75.00.

**INSUFFICIENT FUNDS:** Tenant agrees to pay the charge of \$50.00 for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

Acknowledged by Tenant:\_\_\_\_\_

**SECURITY DEPOSIT:** At the signing of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of \$1,000 as security for the performance by Tenant of the terms under this Lease and for any damages caused by Tenant, Tenant's family, agents and visitors to the Premises during the term of this Lease. Landlord may use part or all of the security deposit to repair any damage to repair the Premises caused by Tenant, Tenant's family, agents and visitors to the Premises. However, Landlord is not just limited to the security deposit amount and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit any deposit, as permitted by law.

**DEFAULTS:** If Tenant fails to perform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute, ordinance or law to the contrary, Tenant shall have seven (7) days from the date of notice of default by Landlord to cure the default. In the event Tenant does not cure a default, Landlord may at Landlord's option (a) cure such default and the cost of such action may be added to Tenant's financial obligations under this lease; or (b) declare Tenant in default of the Lease. In the event of default, Landlord may also, as permitted by law, re-enter the Premises and re-take possession of the Premises. Landlord may, at its option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force and any rent paid by any successive Tenant if the Premises are re-let. In the event Landlord is unable to re-let the Premises during any remaining term of this Lease, after default by Tenant, Landlord may at its option hold Tenant liable for the balance of the unpaid rent under this Lease if this Lease had continued in force. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

**QUIET ENJOYMENT:**

Tenant shall be entitled to quiet enjoyment of the premises, and Landlord will not interfere with that right, as long as Tenant pays the rent in a timely manner and performs all other obligations under this Lease.

**POSSESSION AND SURRENDER OF PREMISES:**

Tenant shall be entitled to possession of the Premises on the first day of the Lease Term. At the expiration of the Lease, Tenant shall peaceably surrender the Premises to Landlord or Landlord's agent in good condition, as it was at the commencement of the Lease, reasonable wear and tear excepted.

**USE OF PREMISES:**

Tenant shall only use the Premises as a residence. The Premises shall not be used to carry on any type of business or trade, without prior written consent of the Landlord.

Acknowledged by Tenant: \_\_\_\_\_

Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.

**OCCUPANTS:**

Tenant agrees that no more than three (4) persons may reside on the Premises, without prior written consent of the Landlord

**CONDITION OF PREMISES:**

Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If at any time during the term of this Lease, in Tenant's opinion, the conditions change; Tenant shall promptly provide reasonable notice to Landlord.

**ASSIGNMENT AND SUBLEASE:**

Tenant shall not assign or sublease any interest in this lease without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease.

**DANGEROUS MATERIALS:**

Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

**UTILITIES AND SERVICES:**

Landlord will be responsible for the following utilities services required: Trash Removal, Lawn Care, Snow Removal, electricity, heat, water, internet, basic TV service. Landlord reserves the right to assure a reasonable temperature is being maintained in the winter. Tenant agrees to make every reasonable effort to conserve heat such as shutting all windows and doors, turning thermostats down when not home, using preset thermostat functions etc.

**PETS:**

Tenant shall not have any pets on Premises unless prior written consent is given by Landlord or Landlord's agent. If Tenant is granted permission, Tenant is responsible for any damage done by the pet to the Premises.

**ALTERATIONS AND IMPROVEMENTS:**

Tenant agrees not to make any improvements or alterations to the Premises without prior written consent of the Landlord. If any alterations, improvements or changes are

Acknowledged by Tenant: \_\_\_\_\_

made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

**DAMAGE TO PREMISES:**

If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not due to Tenant's negligence, the rent will be abated during the time that the Premises are uninhabitable. If Landlord decides not to repair or rebuild the Premises, then this Lease shall terminate and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to Tenant.

**MAINTENANCE AND REPAIR:**

Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Lease and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor. Tenant agrees that no painting will be done on or about the Premises without the prior written consent of Landlord. Tenant shall promptly notify Landlord of any damage, defect or destruction of the Premises, or in the event of the failure of any of the appliances or equipment. Landlord will use its best efforts to repair or replace any such damaged or defective area, appliance or equipment.

**RIGHT OF INSPECTION:**

Tenant agrees to make the premises available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four(24) hour notice shall be deemed reasonable. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenant further agrees to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

**HOLDOVER:**

Acknowledged by Tenant: \_\_\_\_\_

In the event Tenant remains in possession of the Premises for any period after the expiration of the Lease Term ("Holdover Period"), a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease at a monthly rental rate of \$1,300.00 per month, unless otherwise agreed by the parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days notice by either party or on longer notice if required by law.

**ABANDONMENT:**

If Tenant abandons the Premises or any personal property during the term of this Lease, Landlord may at it's option enter the Premises by any legal means without liability to Tenant and may at Landlord's option terminate the Lease. Abandonment is defined as absence of the Tenants from the premises, for at least three (15) consecutive days without notice to Landlord. If Tenant abandons the premises while the rent is outstanding for more than 15 days and there is no reasonable evidence, other than the presence of the Tenants' personal property, that the Tenant is occupying the unit, Landlord may at Landlord's option terminate this agreement and regain possession in the manner prescribed by law. Landlord will dispose of all abandoned personal property on the premises in any manner allowed by law.

**EXTENDED ABSENCES:**

In the event Tenant will be away from the premises for more than seven (7) consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

**SECURITY:**

Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

**SEVERABILITY:**

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**INSURANCE:**

Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the premises and property located on the Premises. Tenant

Acknowledged by Tenant:\_\_\_\_\_

understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God, or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

**BINDING EFFECT:** The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.

**GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the State of New York.

**ENTIRE AGREEMENT:**

This Lease constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

**NOTICE:**

Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premise and if to Landlord, at the address for payment of rent. Either party may change such addresses from time to time by providing notice as set forth above.

**CUMULATIVE RIGHTS:**

Landlord's and Tenant's rights under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

**WAIVER:**

The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Landlord does not waive Landlord's right to enforce any provisions of this Lease.

**INDEMNIFICATION:**

To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the premises with Tenant's express or implied consent except Landlord's act or negligence

Acknowledged by Tenant: \_\_\_\_\_

**LEGAL FEES:**

In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party reasonable attorneys' fees and costs in addition to all other relief.

**KEYS:**

Tenant will be given one (2) keys to the Premises, entrance doors. Tenant shall be charged \$100.00 if all keys are not returned to Landlord following termination of the Lease.

**DISPLAY OF SIGNS:**

Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective tenants during the last sixty (60) days of this Lease. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of Landlord.

**NOISE:**

Tenant shall not cause or allow any unreasonably loud noise or activity in the premises that might disturb the rights, comforts and conveniences of other persons. No lounging or visiting will allowed in the common areas between the hours of 11:00 p.m. and 9:00 a.m. Furniture delivery and removal will take place at such time as designated by the Landlord.

**PARKING:**

Tenant shall be entitled to use two (2) parking space(s) for the parking of motor vehicle(s) located in the driveway. Tenant's vehicle will occupy the parking space entirely at the risk of the Tenant. If the Tenant disposes of his vehicle or not require parking accommodation for any other reason, the Tenant shall not assign or sublet the parking space unless expressly granted prior permission by the Landlord.

**LOCKING OF ENTRANCE DOORS:**

Landlord reserves the right to close and keep locked all entrance doors of the building during such hours as the Landlord deems advisable for the safety and protection of the building and its occupants. Tenant shall not prop open any entrance doors.

**LIQUID-FILLED FURNITURE:**

Tenant shall not use or have any liquid-filled furniture, including but not limited to waterbeds, on the premises without Landlord's prior written consent.

**BUILDING RULES:**

Acknowledged by Tenant:\_\_\_\_\_

The Landlord may publish building rules from time to time which will become part of this rental agreement and incorporated herein after 30 days written notice to Tenant. Landlord will not be liable to Tenant for anyone's violation of these rules. Attached hereto as "Exhibit A" are a copy of the existing rules and regulations.

**MILITARY CLAUSE:**

IN THE EVENT the Tenant is or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, or is deployed for more than 90 days, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change which warrants termination under this clause. The Tenant will pay prorated rent for any days (they) occupies the dwelling past the first day of the month.

The damage/security deposit will be promptly returned to the tenant, provided there are no damages to the premises.

**ADDITIONAL PROVISIONS:**

1. No gas engines of any kind in apartment or basement.
2. No fuel storage of any kind in apartment or basement.
3. No kerosene heaters in apartment or basement.
4. No waterbeds.
5. No lawn equipment in apartment or basement.
8. Aquariums must have spill pan on floor under aquarium.
9. No smoking in apartment.
10. Only two (2) registered vehicles allowed in parking area.
11. Outside exhaust fan must be on before using stove or ovens.
12. No disconnecting smoke detectors or exhaust fans or removal of batteries.
13. Clean refrigerator compressor coils with vacuum monthly.
14. Only use only non porous cleaner for fiberglass tub such as Pine-Sol.
15. Outside water shut-off valve must be turned off by Oct. 1.
16. No satellite dishes without landlord's permission.
17. No painting of walls, woodwork, or doors.
18. No alterations or fixtures to interior or exterior of building.
19. No animals or pets of any kind without the written exception of landlord. (see Pets page 2.
20. Landlord reserves the right to shut off any utility for rule violations or default of lease.

**LANDLORD PROVIDES**

1. Range with Oven and exhaust fan
2. Water Heater

Acknowledged by Tenant: \_\_\_\_\_

3. Refrigerator

**PERSQNAL POSSESSIONS:**

Landlord is not responsible for any personal possessions or property of tenant, or from any loss or, damage to tenant's possessions by any means, actions or faults. It is highly recommended that the tenant attain renter's insurance.

**LIABILITY:**

Landlord is relieved from all liability from injury or damage from tenant, guests, or visitors as a result of fire, lightning, wind, power failure, mold, temperature change, sewage explosion, smoke, civil disorder, act of terrorism, riot, flooding, water damage, drains, insects, breakage, machinery, fixtures, equipment, snow, ice, sleet, wiring, building collapse, burglary, earthquake, gas, chemicals, toxins, or vandalism.

**CONDUCT OF TENANT:**

Tenant and all occupants of the premises shall not conduct themselves in a manner which the landlord in his opinion reasonable deem improper or objectionable. Landlord may hold tenant in default of lease for poor conduct and result in termination of lease within five (5) days.

**LEGAL ACTION:**

In the event of any legal action or litigation between landlord and tenant the tenant agrees that no trial by jury will be allowed. All Landlord's attorney fees will be paid out of tenant's escrow.

**ESCROW:** Tenant agrees to forfeit to landlord any and all escrow monies in the event of any default of the lease.

Tenant

Acknowledged by Landlord

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

Matthew Wendig

Acknowledged by Tenant:\_\_\_\_\_

**DELETE IF NOT APPLICABLE**

**Personal Guarantee of Rental Agreement**

This agreement is attached to and a part of the rental lease agreement dated \_\_\_\_\_ between \_\_\_\_\_ (Tenant) and Matt Wendig (Owner/Landlord).

I understand that by signing this document I am acting as a Co-Signor and Guarantor for the rent amount of \_\_\_\_\_ a month. I promise to guarantee the Tenants, compliance with the financial obligations of the rental lease agreement. In the event that there is more than one Guarantor, Then all Guarantors are jointly and severally liable for all obligations under this rental agreement.

In the event the Tenants fail to pay, I understand that I may be required to pay for the following items, including but not limited to rent, cleaning charges, penalties or damage assessments in such amount as are incurred by the Tenants under the terms of this agreement.

- Guarantee includes but is not limited to:
- Satisfying timely rental payments as described in above lease of \_\_\_\_\_/month
  - Ensuring property is left in a tidy manner upon completing the lease agreement
  - Damage assessments

This is a continuing guarantee which applies to any renewal, extension, modification, or amendment of the lease rental agreement, without notice to Guarantor.

Guarantor  
  
\_\_\_\_\_ Signature

Acknowledged by Landlord  
  
\_\_\_\_\_ Signature

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Printed

Acknowledged by Tenant:\_\_\_\_\_