

Fixed-Term Residential Lease

Clause 1. Identification of Landlord and Tenant

This Agreement is entered into on _____ between _____
_____ ("Tenant") and
_____ ("Landlord"). Each
Tenant is jointly and severally liable for the payment of rent and performance of all other terms of
this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents
from Landlord, for living purposes only, the Premises located at _____
_____ ("the Premises"),
together with the following furnishings and appliances: _____
_____.
Rental of the Premises also includes _____
_____.

Clause 3. Limits on Use and Occupancy

The Premises are to be used for living purposes only for Tenant(s) listed in Clause 1 of this
Agreement, by the immediate family members of the Tenant(s), and by additional occupants as
defined in and only in accordance with RPL § 235-f. For purposes of this clause, immediate family
members include a spouse, a sibling, a child, a stepchild, a grandchild, a parent, parent-in-law,
stepparent or grandparent. In addition to the foregoing, the Premises may be occupied from time to
time by guests of the Tenant(s) for a period of time not exceeding _____ days, unless
a longer period is approved in writing by the Landlord. No immediate family members, additional
occupants or guests may occupy the apartment unless one or more of the Tenants occupy the rental
unit as a primary residence, or unless consented to in writing by the Landlord.

Clause 4. Term of the Tenancy

The term of the rental will begin on _____, 200____, and end on
_____, 200____. If Tenant vacates before the term ends, Tenant will be
liable for the balance of the rent for the remainder of the term.

Clause 5. Payment of Rent

a. Regular monthly rent

Tenant will pay to Landlord a monthly rent of \$_____, and additional rent as set forth
below, payable in advance on the first day of each month, except when that day falls on a weekend

or legal holiday, in which case rent is due on the next business day. Rent will be paid in the following manner unless Landlord designates otherwise:

b. Additional rent

Tenant will pay to Landlord, as additional rent, the following monthly charges: _____, as well as any other fees or charges defined as additional rent under this Agreement.

c. Delivery of payment

Rent and additional rent will be paid:

- ☐ by mail, to _____
- ☐ in person, at _____

d. Form of payment

Landlord will accept payment in these forms:

- ☐ personal check made payable to _____
- ☐ cashier's check made payable to _____
- ☐ credit card
- ☐ money order
- ☐ cash
- ☐ electronic check or money transfer submitted to: _____

e. Prorated first month's rent

For the period from Tenant's move-in date, _____, 200____, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$_____. This amount will be paid on or before the date the Tenant moves in.

Clause 6. Late Charges

If Tenant fails to pay the rent or additional rent in full before the end of the _____ day after it's due, Tenant will pay Landlord, as additional rent, a late charge of _____. Landlord does not waive the right to insist on payment of the rent or additional rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenant will pay Landlord a returned check charge of \$_____.

Clause 8. Security Deposit

On signing this Agreement, Tenant will pay to Landlord the sum of \$_____ as a security deposit. Landlord will deposit this security deposit in _____ financial institution at _____. If the building in which the Premises is located contains six or more units, or if the unit is rent-stabilized, the security deposit will earn interest. Tenant may not, without Landlord's prior written consent, apply this security

deposit to the last month's rent or to any other sum due under this Agreement.

If, within 60 days after Tenant has vacated and left the Premises in as good condition as it was found, except for normal wear and tear, Tenant has returned keys and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for and dollar amount of any of the security deposit retained by the Landlord. Landlord may withhold all or part of Tenant's security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2) repair damage to the Premises, except for ordinary wear and tear caused by Tenant; (3) clean the Premises if necessary, and (4) compensate Landlord for any other losses as allowed under law.

Clause 9. Utilities

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

Clause 10. Assignment and Subletting

- a. Assignment.** Tenant will not assign this Agreement without the Landlord's prior written consent. Prior to any assignment, Tenant must request permission to assign from the Landlord, in writing, and in the manner required by Real Property Law § 226-b. Landlord may refuse to consent to an assignment for any reason or for no reason, but if the Landlord unreasonably refuses consent, Tenant may terminate this Agreement upon thirty days' notice.
- b. Subletting.** Tenant will not sublet any part of the Premises without the Landlord's prior written consent.
 - 1) If the building in which the Premises are located contains fewer than four (4) units, Landlord may refuse to consent to Tenant's sublet request for any reason or for no reason.
 - 2) If the building in which the Premises are located contains four (4) or more units, Tenant must request permission to sublet from the Landlord, in writing, and in the manner required by New York Real Property Law § 226-b. Landlord may not unreasonably refuse to consent to Tenant's proper request to sublet.
- c. Fees.** Landlord may impose a reasonable fee on Tenant in connection with the review and processing of any Tenant request or application to assign or sublet.

Clause 11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the Premises clean, sanitary and in good condition and, upon termination of the tenancy, return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the Premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the Premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the Premises, including appliances, fixtures, window covering, and carpeting, if any, and has found them to be in good, safe and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

Clause 12. Repairs and Alterations by Tenant

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the Premises, including painting, wallpapering or nailing holes in walls. Tenant must not change the plumbing, ventilating, air conditioning or electric or heating systems.
- b. If Tenant re-keys or installs any locks to the Premises or installs or alters any burglar alarm system, Tenant will provide Landlord with a duplicate key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Clause 13. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the Premises. Tenant and guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs or controlled substances; (2) commit or permit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident, or their safety or comfort, or engage in any other objectionable conduct.

Clause 14. Pets

No animal, bird or other pet will be kept on the Premises, without the Landlord's written consent, except service animals needed by blind, deaf or disabled persons and _____

under the following conditions: _____
_____.

Clause 15. Landlord's Right to Access

Landlord or Landlord's agents may enter the Premises in the event of an emergency, to make repairs or improvements or to show the Premises to prospective buyers or tenants. Landlord may also enter the Premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impractical to do so, Landlord shall give Tenant reasonable notice before entering the Premises.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the Premises for _____ or more consecutive days. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

- a. Tenant's failure to take possession.** If, after signing this Agreement, Tenant fails to take possession of the Premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.
- b. Landlord's failure to deliver possession.** If Landlord is unable to deliver possession of the Premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the Premises, this Agreement shall remain in effect. Tenant's obligation to pay rent shall not begin, however, until such time as the Premises are made available to Tenant for occupancy. Landlord shall notify Tenant of the date that the Premises are available for occupancy. If Landlord fails to deliver possession to the Tenant within 30 days after the date this Agreement begins, Tenant, may elect to terminate the Agreement on written notice to the Landlord, and Landlord shall refund to Tenant any sums previously paid under this Agreement. Landlord shall not be responsible for Tenant's damages or expenses caused by any delay in delivering possession.

Clause 18. Tenant Rules and Regulations

- ☐ Tenant acknowledges receipt of, and has read a copy of, tenant rules and regulations, which are attached to and incorporated into this Agreement by this reference. Tenant agrees to obey and comply with these rules and all future reasonable tenant rules and regulations.

Clause 19. Tenant Default

- a. If Tenant fails to pay rent or additional rent after a personal demand for rent has been made by the Landlord or Landlord's agent, or within three days after a written demand for rent has been made by Landlord or Landlord's agent or attorney, Landlord may begin legal proceedings to evict Tenant and Tenant's occupants from the Premises.
- b. If Tenant otherwise defaults under this Agreement by:
- 1) failing to comply with any other term or rule of this Agreement, or
 - 2) permanently moving out before this Agreement expires
- then Landlord must give Tenant notice of default stating the type of violation and directing Tenant to cure the violation within 10 days. If Tenant fails to cure the default within the time stated, Landlord shall terminate the Agreement by giving the Tenant a written termination notice. The termination notice will give the date the Agreement will end, which shall not be less than 10 days after the date of the notice. If Tenant and Tenant's occupants fail to move out on or before the termination date, Landlord may begin legal proceedings to evict the Tenant and Tenant's occupants from the Premises.

Clause 20. Payment of Attorney Fees and Court Costs

In any legal action or proceeding to enforce any part of this Agreement, the prevailing party ☐ shall not ☐ shall recover reasonable attorney fees and court costs.

Clause 21. Jury Trial and Counterclaims

- a. Jury trial.** Landlord and Tenant agree to give up their right to a trial by jury in any action or proceeding brought by either against the other for any matter concerning the Agreement or the Premises. This does not include actions for personal injury or property damage.
- b. Counterclaims.** Tenant agrees to give up the right to bring a counterclaim or set-off in any action or proceeding by Landlord against Tenant on any matter directly or indirectly related to the Agreement or the Premises.

Clause 22. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the Premises:

- ☐ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- ☐ Other disclosures: _____

Clause 23. Damage and Destruction

If all or part of the Premises becomes unusable, in part or totally, because of fire, accident or other casualty, the following shall apply:

- a.** Unless the Agreement is terminated pursuant to Subparagraphs b or c, below, Landlord will repair and restore the Premises, with this Agreement continuing in full force and effect, except that Tenant's rent shall be abated based upon the part of the Premises which are unusable, while repairs are being made. Landlord shall not be required to repair or replace any property brought onto the Premises by Tenant.
- b.** In the event that Landlord wishes to demolish or substantially rebuild the building in which the Premises are located, the Landlord need not restore the Premises and may elect instead to terminate this Agreement upon written notice to Tenant within thirty (30) days after such damage. If the Premises are partially usable, this Agreement will terminate 60 days from the last day of the calendar month in which Tenant is given the Landlord's termination notice.
- c.** If the Premises are completely unusable and the Landlord does repair the Premises within 30 days, Tenant may, upon written notice, elect to terminate this Agreement, effective as of the date the damage occurred.

Clause 24. Notices

- a. Notices to Tenant.** Any notice from Landlord, or Landlord's agent or attorney will be considered properly given to Tenant if in writing; signed by or in the name of the Landlord or Landlord's agent; and addressed to Tenant at the Premises and delivered to Tenant personally, or sent by registered or certified mail to Tenant at the Premises. The date of service of any written notice by Landlord to Tenant under this Agreement is the date of delivery or mailing of such notice.

b. Notices to Landlord. Any notice from Tenant will be considered properly given to Landlord if in writing and delivered or sent to Landlord by registered or certified mail at the following address:

or at another address for which Landlord or Landlord's agent has given Tenant written notice.

Clause 25. Abandoned Property

When this Agreement expires or is terminated, Tenant must remove all personal property and belongings from the Premises. If any of Tenant's property remains in the Premises after the tenancy ends, Landlord may either discard the property or store it at Tenant's expense. Tenant agrees to pay Landlord for all costs and expenses incurred in removing and/or storing such personal property. The terms of this clause will continue to be in effect after the end of this Agreement.

Clause 26. Additional Provisions

Additional provisions are as follows: _____

Clause 27. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 28. Entire Agreement; No Waivers

a. Entire agreement. This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

b. No waivers. Only a written agreement between the Landlord and Tenant may waive an obligation or violation of this Agreement. A waiver may not be implied by the Landlord's acceptance of rent, or failure to take immediate action against the Tenant, while the Tenant is violating one or more provisions of this agreement.

_____ Date	_____ Landlord or Landlord's Agent	_____ Title
_____ Street Address		
_____ City, State & Zip		_____ Phone
_____ Date	_____ Tenant	_____ Phone
_____ Date	_____ Tenant	_____
_____ Date	_____ Witness	_____