

**APARTMENT LEASE**

<b>Landlord</b>	
Name:	_____
Address:	_____
	_____
Telephone:	_____
Fax:	_____

<b>Resident (s)</b>	
Name:	_____
Name:	_____
Name:	_____
Name:	_____

We agree to rent to you, and you agree to rent from us the apartment known as:

Community Name:	_____		
Apartment Address:	_____		
City:	State:	Zip:	

This Lease is a contract which sets forth your rights and obligations as a tenant ("Resident") of the Apartment and our rights and obligations as the Landlord.

The words "we", "us" and "our" in this Lease means the Landlord

The words "you" and "yours" in this Lease mean all of the Resident(s) above, and also include any occupants listed in paragraph 3 below.

The word "Community" in this Lease means the entire apartment complex and/or apartment building, as the case may be. The word "Apartment" means your apartment identified above. The address set forth above for us and for you are the addresses where notices are to be sent under this Lease.

<u>Monthly Payments</u>	
<b>Base Rent</b>	\$ _____
<b>Garage Rent</b>	\$ _____
<b>Garage Rent Tax</b>	\$ _____
<b>Pet Fee</b>	\$ _____
<b>Other:</b> _____	\$ _____
<b>Other:</b> _____	\$ _____
<b>Fees:</b> _____	\$ _____
<b>Total Monthly Rent</b>	\$ _____

<u>Payment Information/Charges</u>	
<b>Administrative Fee</b> (non refundable)	\$ _____
<b>Application Fee</b> (non refundable)	\$ _____
<b>Security Deposit</b> (refundable)	\$ _____
<b>Pet Fees</b> (non refundable)	\$ _____
<b>Pro-Rata Initial Rent</b>	\$ _____
<b>For the period:</b> _____	<b>To</b> _____

<b>Lease Signing Date:</b>	_____
<b>Move In Date:</b>	_____
<b>Lease Term:</b>	_____
From:	To:
(Unless earlier terminated pursuant to this Lease):	

**A. Part A of this Lease sets forth our obligations as Landlord:**

1. **Utilities and Amenities.** We will provide and pay for the following in the Apartment:

Water    Electricity    Gas    Sewer    Other \_\_\_\_\_

2. **Return of Security Deposit:** Your security deposit will be returned to you after your Lease has ended and if you have met the following conditions:

- a. You have vacated your Apartment;
- b. You have paid the rent and other charges due under the Lease;
- c. You have given us proper notice of your leaving;
- d. You have removed your personal property and have left the Apartment in good and clean order, except for ordinary wear and tear;

If we retain some or all of your security deposit, we will notify you at the forwarding address you provide of the reasons we withheld part or all of your security deposit. We will send you notice and/or return your security deposit.

3. **Landlord Entering the Apartment:** We may enter your Apartment in order to make repairs or inspect or to show the Apartment to possible or actual purchasers, mortgage lenders, possible future tenants, appraisers, workmen or contractors. We do respect your privacy and will attempt to notify you before entering your Apartment, except in cases of emergency. We may enter the Apartment at any time without your consent, at our sole discretion, in case of emergency. You acknowledge that in some cases we will need to enter your Apartment to handle an emergency or make ordinary repairs to another apartment or part of the building in which the Apartment is located. If you contact us to request a repair, then we are not required to notify you of our responding service call.

4. **Repairs:** You shall take good care of the Apartment and all equipment and fixtures in it. We will repair the plumbing, heating and electrical systems. You shall, at your cost, make all repairs and replacements whenever the need results from your act or neglect. If you fail to make a needed repair or replacement, we may do it. Our reasonable expense will be additional rent.

5. **Insurance:** We will insure the Community in accordance with reasonable commercial practices.

**Please note that your personal property and your personal liability are not insured by us, and you shall obtain renter's insurance in order to have coverage for your personal property and your personal liability. Note also that our insurance will not cover your time and inconvenience in the event of damage or destruction to the Apartment.**

**Resident's Initials** [   ] [   ] [   ] [   ]

6. **Delivery of Possession:** We will deliver the Apartment to you as of the beginning date of the term. If the Apartment is not ready for you to move in as of that date, you may terminate this lease. Alternatively, if you wish to wait until the Apartment is ready, you will not have to pay rent until we notify you that the Apartment is ready. When we notify you that the Apartment is ready, your obligation to pay rent shall begin.

7. **Condition of Apartment and Community:** The Apartment will be clean and habitable and prepared to your satisfaction when you move in, and we will maintain the Apartment in habitable condition during the term of the Lease. We will maintain common areas and parking areas within the Community.

## **B. Part B of this Lease sets forth your obligations as Resident:**

1. **Rent:** You agree to pay us rent in the amount set forth above (on page 1). Rent shall be paid in monthly installments on the first day of each month. Rent shall be paid in full and no amount may be subtracted from it.

All rent and security deposit payments shall be made by check or money order. Rent shall be paid by mailing the check or money order, using the coupons we give you, to the address on the coupon or to such other place as we may notify you in writing.

Any sum you are required to pay us under this Lease in addition to monthly rent shall be additional rent.

**Late Fees:** The rent is due in the bank on the **1<sup>st</sup> day** of every month as designated. If you fail to pay the rent in full before the end of the 5<sup>th</sup> day of the month, you will pay us, as additional rent, a late fee. On the 6<sup>th</sup> day of the month, a minimum penalty (late fee) of **\$75.00** will be due. Payments should be received prior to the 5<sup>th</sup> of the month if the 5<sup>th</sup> falls on a holiday or weekend.

**Bad Checks:** A charge of **\$20.00** will be payable for any check returned from the bank along with the above late fee. Repayment shall be made by money order or certified check (**checks will not be re-deposited.**) Thereafter and for the balance of the term of the lease, you may be required to make all future payments by money order or certified check. Personal checks would no longer be accepted for payment.

2. **Security Deposit:** You have deposited with us the amount set forth above (on Page 1) as a security deposit. In compliance with General Obligations Section 7-103, your security deposit will be held in an account in your name at M&T Bank at Buffalo, New York. Pursuant to said Law, interest on said security deposit shall be paid at prevailing account rate less 1% for administrative handling charges. Security deposits and interest shall be forfeited upon any breach of provisions contained in this lease.

You may not elect to use the security deposit as payment for rent that you owe under the Lease.

3. **Use:** You will use the Apartment only for dwelling purposes. You represent to us that the following additional persons (and no others) will occupy the Apartment.

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There shall be no more than two (2) occupants per bedroom, unless a higher number is permissible according to the U.S. Department of Housing and Urban Development or other applicable local, state, or federal law.

You shall advise us immediately in writing of any changes in the occupants. Subletting the Apartment requires our consent as described in Part B, Paragraph 4 below.

4. **Assignment and Sublet:** You will not assign (i.e., transfer) this Lease or sublet the Apartment without our written consent. If you assign the Lease or sublet the Apartment, you will not be relieved from your obligations (including paying rent) under this Lease. Check with your Community regarding conditions and fees which apply when you ask us to consent to an assignment or sublease.

5. **Utilities:** You will pay all utility bills and security deposits required by providers of utilities for the Apartment that are not provided by us. (See Part A, Section 1).

6. **Maintenance, Repairs and Alterations:** You will keep the Apartment and Equipment and appliances in clean, orderly and safe condition. You will not do or permit to be done any repairs, alterations, additions, improvements, painting, decorating or wallpapering in the Apartment or in the Community without prior written consent. If you make any alterations or additions without our consent, we can require you, at your cost, to remove the alterations or additions and return the Apartment to its condition prior to the alterations or additions. If you make any alterations or additions with our consent, those installations will become our property. If you or your family, guests, visitors or pets damage the Apartment or Community, you will pay us upon demand the cost of such repairs as additional rent.

7. **Compliance with Laws:** You will comply with all laws and regulations concerning the Apartment, and the Community. You will also require your family, guests or visitors to comply with any laws or regulations in the Apartment. You will pay us as additional rent the amount of any fines or penalties we are required to pay because you or your family, guests, visitors or pets violate any law or regulation affecting the Apartment or the Community.

8. **Compliance with Rules and Regulations:** You agree to comply with the Community Rules and Regulations, which are attached to this Lease as Schedule A. We may, upon thirty (30) days notice to residents of the Community, modify the rules, add new rules or delete rules. The Community Rules and Regulations are made a part of this Lease and a breach of any Community Rule or Regulation will be a default under this Lease.

9. **Peaceful Enjoyment:** You will conduct yourself and require your family,

guests and anyone you invite into the Community to act in a manner that will not disturb your neighbors' peaceful enjoyment, the Community staff, or the operation of the Community. You agree not to make loud noises, disturbances, or odors, create a nuisance, or do anything else which interferes with or disturbs the rights, comfort, or convenience of other residents or which interferes with or disturbs the Community staff. We are entitled to determine in our sole judgment whether you have violated this section.

10. **Renter's Insurance:** You are urged to carry renter's insurance on your personal property and personal liability as we cannot and do not insure your personal property or personal liability against loss.

### **C. Part C of this Lease sets forth other provisions and other obligations of yours and ours.**

1. **Damage to Apartment or Community:** If the Apartment is so damaged by fire, storm or other casualty that it is uninhabitable, then this Lease shall end as of the date of the casualty and rent shall be paid up to the date you vacate the Apartment. However, if the Apartment is damaged by casualty, but remains habitable, then this Lease shall continue, but your rent shall be reduced in proportion to those rooms within the Apartment which are not habitable until the Apartment has been repaired. Decks or balconies and other nonessential elements of the Apartment shall not be counted in determining the habitable parts of the Apartment.

If any part of the Community is damaged by casualty, even if the Apartment is not damaged, we have the right upon thirty (30) days' notice to you to end this Lease. The Lease will end as of the date specified in our notice to you, and you will vacate the Apartment on or before that date.

If the Apartment or any part of the Community is damaged or destroyed by fire or other casualty resulting from any negligent act by you or any of your family, pets, guests or visitors, you are liable to us for the costs of any such damage and you shall upon demand pay us such costs as additional rent.

2. **Condemnation:** If any part of the Community is condemned by a governmental authority, we have the right upon thirty (30) days' notice to you to terminate this Lease. The Lease will terminate as of the date specified in our notice to you, and you will vacate the Apartment on or before that date. You will not be entitled to any payment from the government because of such condemnation except for moving expenses, if applicable. Rent will be apportioned accordingly.

3. **Notice to Vacate:** You shall give us at least thirty (30) days written notice if you intend to vacate the apartment at the end of the lease term. If you fail to give this notice, you will be liable for damages in the amount of one (1) month's rent. If you give us this written notice, but less than thirty (30) days before the lease term, you will be liable for damages in the amount of one (1) month's rent, pro rated for the difference between thirty (30) days and the number of days remaining in the lease term when you gave us your notice. (For example, if you notify us twenty (20) days before the end of the lease term, you will be liable for damages equal to ten (10) days' rent). We may deduct such damages, payable as additional rent, from the balance of the security deposit which you would otherwise be entitled to receive. This section does not entitle

you to remain in the apartment after the end of the lease term, even if you are liable for such damages for failure to give the notice required by this section.

NOTE: You are not permitted, based on this section, to give us notice that you will leave prior to the end date of this lease on page 1.

4. **End of Lease Term:** You shall vacate the Apartment at the end of the term of the Lease. You shall remove all items of personal property and leave the Apartment in good and clean order, except for ordinary wear and tear. Failure to leave the Apartment in good and clean order, except for ordinary wear and tear, may result in our retaining part or all of your security deposit and assessing charges for damages in excess of the security deposit amount, payable as additional rent. Any personal property you leave behind after you vacate the Apartment shall become our property, and we may dispose of that property at your cost, as permitted by law. You agree that if you leave any personal property at the Apartment for more than 30 days after you vacate, we may dispose of such personal property, and you will not hold us responsible regardless of the cost or rarity of such property.

5. **Failure to Vacate at End of Lease Term:** In the event you do not vacate the Apartment at the end of the term, we may use legal process to remove you.

6. **Remove your Property when you Vacate:** When you vacate your apartment, regardless of the circumstances (i.e.; lease termination, eviction, etc.), we will not hold any personal belongings you've left in the apartment or storage area for more than thirty (30) days regardless of the cost or rarity of an item. You agree not to hold Landlord responsible for anything you have left behind past thirty (30) days. There will be a storage fee of at least \$50.00.

7 **Default:** You will be in default under this Lease if you do any of the following:

- a) You fail to pay rent or additional rent on time; or
- b) You assign this Lease or sublet the Apartment without our written consent;  
or
- c) You violate any term of this Lease or the Rules and Regulations or you fail to do the things you agree to under this Lease; or
- d) You or your family, guests or visitors engage in illegal, improper or objectionable conduct. This includes, but is not limited to, your failure to comply with Part B, Paragraphs 8 and 9 above.

**Consequences of Default:** If you are in default under this Lease, we may terminate this Lease by giving not less than three (3) days' written notice to you. The Lease will end on the date given in our notice to you. On or before that date you must leave the Apartment and give us the keys. However, you remain responsible for all rent, additional rent and other charges.

If your Lease is terminated or you fail to pay rent or additional rent on time, we may turn you over to a collection agency, and/or we may bring legal action against you to recover possession of the Apartment and any money you owe us.

**Consequences of Early Termination of Lease:** If the Lease is ended or you vacate the Apartment before the end of your Lease term, rent and additional rent for the remainder of the Lease term will become immediately due and payable. If we re-rent the Apartment to a new resident before your Lease term has ended, any rent we receive will be applied as credit to the money you owe us. Please check with your Community office for any special provisions which may allow you to terminate your Lease early. You will be responsible for a turnover fee to reimburse the costs of making the Apartment ready for a new resident at an earlier date than we planned, including but not limited to, repainting, repairing, advertising costs and, in addition, a re-rental fee pursuant to our policy at that time.

8. **Legal Expenses:** You will be responsible for all of our court costs and reasonable attorneys' fees we incur as a result of any legal action we bring against you for any reason (including an action for eviction or an action for your failure to comply with any of your obligations under this Lease). Such costs and fees will be additional rent.

9. **Notice:** If you wish to give notice, you must do so in writing or by personal delivery at our address listed on the first page of this Lease or at such other address as we may, from time to time, designate.

If we wish to give you notice, we may do so by delivering the notice to your Apartment or by mailing the notice to you at your Apartment. If more than one person is listed as Resident, one notice will be sufficient for all Residents.

10. **Limited Liability:** We are not liable for any loss, expense or damage to you, your family, friends or invitees for any personal injury or property damage, unless such damage or injury resulted from our negligence or the negligence of our employees, contractors or agents. Our failure to make repairs on time or to otherwise perform as required by this Lease is excused in all circumstances when caused by natural disaster, labor disturbance, or other events beyond our control. We are not liable for theft of your personal property.

11. **Miscellaneous:**

- a) You represent that all statements you made on your application and in this Lease are true and correct. You will be in default under this Lease if any statement you made is or becomes untrue.
- b) If more than one of you signs this Lease, then **each of you agrees to be jointly and severally liable** for your obligations under this Lease. This means that we can collect the full amount of rent owed from any one of you.
- c) Our failure to enforce any provision of this Lease shall not prevent us from enforcing such provision at a later time.

- d) This Lease may be changed only by a written agreement signed by both parties, except the Community Rules and Regulations (Schedule A to this Lease) which may be modified by us as described in Section B.8.
- e) This Lease is binding on you and us and our respective successors, assigns, heirs, executors, administrators and personal representatives.
- f) If any provision of this Lease is unenforceable, the rest of the Lease will be unaffected.
- g) This Lease is and shall be subject and subordinate to all ground and underlying leases and to all mortgages, which may now or later affect such leases of the Community and to all renewals, modifications, consolidations, replacements and extensions of any leases or mortgages.

12. **Schedules:** The following schedules are attached hereto and are made part of this Lease:

- ( ) Schedule A Community Rules and Regulations
- ( ) Schedule B Lead Based Paint Disclosure Statement
- ( ) Schedule C Guaranty
- ( ) Schedule D Agreement Regarding Pets
- ( ) Schedule E/E1 Agreement with Employee/Family-Resident
- ( ) Schedule F Free Rent/Credit Rider
- ( ) Schedule G Smart Card Agreement
- ( ) Schedule H Satellite Antenna & Dish Agreement
- ( ) Schedule I Consent for Release of Personal Property, Deposits & Refunds

**You (Resident)**

**Us (Landlord)**

\_\_\_\_\_  
Resident Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Resident Signature

Title: \_\_\_\_\_

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_