

LEASE AGREEMENT

The Landlord and Tenant agree to lease the Apartment at the Rent and for the Term stated on these terms:

PREMISES TO BE RENTED: 712 E Fayette St.
Syracuse, New York 13210

LANDLORD: 712-714 East Fayette Group LLC **Date:**

PROPERTY MANAGER: Willowbank Company, LLC

ADDRESS: PO Box 37200, Syracuse, NY 13210

TENANT(S):

APARTMENT: # (Nonsmoking)

YEARLY RENT: \$ **MONTHLY INSTALLMENT RENT:** \$

SECURITY DEPOSIT: \$

TERM:

BEGINNING DATE OF LEASE:

ENDING DATE OF LEASE:

1. USE

The Apartment must be used only as a private Apartment to live in and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Apartment.

2. FAILURE TO GIVE POSSESSION

Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. RENT, ADDED RENT

The rent payment for each month must be paid on the first day of that month at Landlord's address. A late charge of \$25.00 due and payable after the 5th of the month. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

4. SECURITY

Tenant has given Security to Landlord in the amount stated above. If Tenant fully complies with all of the terms of this Lease, Landlord will return the Security after the Term ends. If Tenant does not fully comply with the terms of this Lease, Landlord may use the Security to pay amounts owed by Tenant, including damages. If Landlord sells or leases the Building, Landlord may transfer the Security to the buyer or lessee. Tenant will look only to the buyer or lessee for the return of the Security. **Tenant is not permitted to apply the Security for last month's rent of the Lease.** If Security must be seized due to lack of payment of the last month's rent, a \$150 administrative fee will be charged in addition to the late fee if applicable.

5. SERVICES

Landlord will supply: (a) heat as required by law, and (b) hot water for the bathroom and kitchen sink. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Damage to the equipment or appliances supplied by Landlord caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added rent.

Tenant must pay for all electric, telephone and other utility services used in the Apartment and arrange for them with the public utility company. Tenant's apartment is separately metered for electric.

Landlord may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. If unable to supply any service because of labor trouble, Government order, lack of fuel supply or other cause not controlled by Landlord, Landlord is excused from supplying that service. Service shall resume when Landlord is able to supply it.

6. REPAIRS

Tenant must take good care of the Apartment and all equipment and fixtures in it. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need

results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be added rent.

Any damages to blinds while Tenant is occupying the space is the responsibility of the Tenant to repair. If blinds are not repaired at the end of the term tenant will be billed for repairs.

7. ALTERATIONS

Tenant must obtain Landlord's prior written consent to install any paneling, flooring, "built in" decorations, partitions, railings or make alterations or to paint or wallpaper the apartment. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Landlord when completed and paid for, and shall remain with and as part of the Apartment at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Landlord is not required to do or pay for any work unless stated in this Lease.

8. FIRE, ACCIDENT, DEFECTS, DAMAGE

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Apartment can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged structural parts of the Apartment. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Tenant agrees to carry Tenant's own insurance (Renter's Insurance) to cover loss of any of Tenant's equipment, fixtures, furnishings or decorations. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30 days after the fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is canceled Landlord is not required to repair the Apartment or Building.

9. LIABILITY

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests or invitees.

Tenant shall maintain insurance on Tenant's personal property located in the Premises and shall maintain liability coverage naming Landlord and Tenant as their interests appear.

10. LANDLORD MAY ENTER, SIGNS

Landlord may at reasonable times, enter the Apartment to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants.

11. ASSIGNMENT AND SUBLEASE

Tenant shall not assign this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default section.

12. SUBORDINATION

This Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages or leases or Lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant.

13. CONDEMNATION

If all of the Apartment or Building is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is canceled, Tenant must deliver the Apartment to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

14. TENANT'S DUTY TO OBEY LAWS AND REGULATIONS

Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase as added rent.

15. TENANT'S DEFAULTS AND LANDLORD'S REMEDIES

A. Landlord will give 5 days written notice to Tenant to correct any of the following defaults:

1. Improper assignment of the Lease, improper subletting of all or part of the Apartment.
2. Improper conduct by Tenant or other occupant of the Apartment.
3. Failure to fully perform any other term in the Lease.

B. If Tenant fails to correct the defaults in Section A. within the 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Apartment and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

C. If the Lease is canceled, or rent or added rent is not paid on time, or Tenant vacates the Apartment, Landlord may in addition to other remedies take any of the following steps:

1. Enter the apartment and remove Tenant and any person or property;
2. Dispossess, evict or utilize other legal method (s) to take back the Apartment.

D. If the Lease is ended or Landlord takes back the Apartment, rent and added rent for the unexpired Term, becomes due and payable. Landlord may re-rent the Apartment and any thing in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new Tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the Apartment after possession is given to the Landlord by a Court.

16. WAIVER OF JURY, COUNTERCLAIM, SET OFF

Landlord and Tenant waive trial by a jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property damage claim). In a proceeding brought to obtain possession of the Apartment, Tenant shall not have the right to make a counterclaim or set off.

17. NOTICES

Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord it must be mailed to the

Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Landlord must send a written notice to Tenant if Landlord's address is changed.

18. NO WAIVER, ILLEGALITY

Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal, the rest of this Lease remains in full force.

19. BANKRUPTCY, INSOLVENCY

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

20. RULES

Tenant must comply with Landlord's Rules with respect to the Building and or Apartment. Notice of Rules will be posted or given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another Tenant violates the Rules. Tenant receives no rights under the Rules. (See Attached)

21. REPRESENTATIONS

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others.

22. LANDLORD UNABLE TO PERFORM

If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control Landlord is delayed or unable to (a) carry out any of the Landlord's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Lease shall not be ended or Tenant's obligations affected.

23. END OF TERM

At the end of the Term, Tenant must: leave the Apartment clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term. **Tenant must give written notice to the Landlord, 90 days prior to the end of**

the term, if they plan to renew their lease or vacate the apartment. Without the notice, Landlord will assume tenant is vacating the apartment and begin showing the unit to potential tenants.

24. QUIET ENJOYMENT AND HABITABILITY

Subject to the terms of this Lease, as long as Tenant is not in default Tenant may peaceably and quietly have, hold, and enjoy the Apartment for the Term.

25. LANDLORD'S CONSENT

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

26. LEASE BINDING ON

This Lease is binding on Landlord and Tenant and those that lawfully succeed to their rights or take their place.

27. LANDLORD

Landlord means the owner, or the lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Building is transferred. Any acts Landlord may do may be performed by Landlord's agent or employees.

28. PARAGRAPH HEADINGS

The Paragraph headings are for convenience only.

29. CHANGES

This Lease may be changed only by an agreement in writing signed by and delivered to each party.

30. EFFECTIVE DATE

This Lease is effective when Landlord delivers to Tenant a copy signed by all parties. Landlord has the right to enter Apartment 90 days prior to Lease expiration for the purpose of re-renting.

31. PETS

Pets are generally permitted. A non-refundable pet fee of \$250 is required per pet, per lease term. Vet records are required. The pets conduct is the responsibility of

the owner. Disturbance of other tenants will require the removal of the pet or the necessity of the owner to move. Dogs must be on a leash at all times when outside of the apartment. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, damages or any other harm (including reasonable attorneys' fees) arising out of or relating to the presence of Tenant's pet on the premises.

32. ATTORNEYS' FEES

In the event that at any time during the term of this Lease either Lessor or Lessee shall institute any action or proceeding against the other relating to the provision of this Lease, or any default hereunder, the unsuccessful party to such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorneys' fees and disbursements incurred therein by the successful party.

33. SMOKING

This unit is designated as a non-smoking apartment in a building that has smoke-free status. You agree that you will not engage in nor allow smoking of any kind in your unit.

34. GOVERNING LAW

This Lease shall be governed by the laws of the State of New York.

RULES

TENANT(S) NAME:

APARTMENT: # **(Nonsmoking)**

NOISE: A noise ordinance is in place from 10 PM to 8 AM.

TRASH REMOVAL: All refuse, not food, must be cleared with the management

MOVING: Move in times must be scheduled with Management.

KEYS: A \$35.00 fee will be charged for all lost keys mailbox, or apartment. Lost fobs are \$25.00

WINDOW DRESSING: All window dressings installed by Tenant must be on the inside of the apartment.

HALLWAYS: Nothing is to be stored or left in hallways.

MOVING: When moving out, if stoves and refrigerators are not cleaned, there will be a \$50.00 charge for refrigerators, and a \$75.00 charge for stoves.

SIGNATURES

Landlord and Tenant have signed this Lease as of the date set forth on Page 1.

LANDLORD:

BY: _____
WILLOWBANK COMPANY, LLC, AGENT

DATE: _____

TENANT(S):

BY: _____
TENANT

DATE: _____