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team rein 515 FRONT STREET, VESTAL, NEW YORK, 607 785 8325 www.teamrein.com

Lease Agreement

By and Between, Douglas G. Rein a/k/a Team Rein Company, Landlord or Licensed Agent for Landlord, and **TENANT** dated **DATE** for property located at **ADDRESS OF RENTAL PROPERTY**.

The term of this lease shall be **month to month** commencing on **DATE**. The last day of occupancy under the terms of this agreement shall be upon either party giving the other 1 rental period's notice. The tenant shall vacate the premises at 11:00 AM on the last day of the last month of occupancy. Should the tenant fail to remove themselves and their property from the premises by the time set forth above, they shall forfeit 2 days rent from their security deposit for every day that they are in possession of the property, or have their belongings on the premises. All tenants are required to complete an initial 6 month residency as month to month tenants before they will become eligible for annual lease rights. **NOTE: ALL TENANTS MOVING IN DURING NON BUSINESS HOURS ARE EXPECTED TO OBTAIN KEYS, UTILITIES, ETC PRIOR TO THE OFF HOURS MOVE. THERE WILL BE A CHARGE OF \$50.00 PER HOUR OR FRACTION THEREOF FOR ASSISTANCE ON NIGHTS, HOLIDAYS, AND WEEKENDS. Have your keys and utilities arranged and in place before you move into town. Failure to return keys upon vacating will result in a \$50.00 charge plus labor to repair any damage created by our forced entry.**

Both parties agree to abide by all rules and laws in effect within the State of New York, including local zoning ordinances, pertaining to the rental of real property.

In addition, the parties agree to the following provisions:

- 1) **Occupancy:** Landlord has 1 week from date the tenant moves in and begins paying rent, to ready the property for occupancy.
- 2) **Pets:** No pets will be allowed except as noted in paragraph 23. Any pet that is permitted under paragraph 23 by the Landlord will be cared for in a humane manner, and shall not be locked in cages or left unattended in the dwelling or confined outside the dwelling for a period in excess of 8 hours in any given day. All waste generated by animals will be cleaned and properly disposed of on a daily basis. Complaints brought about by neighbors, or **any other violation of this agreement may cause this agreement to be deemed null and void**, and the Tenant may be given immediate notice to vacate the unit pursuant to NYS Law.

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3) **Drains:** Sewer, sink and toilet drains under the direct and exclusive control of the tenant are operable and **will be cleaned at the Tenant's expense. Tenant agrees to pay Landlord \$50.00 at time of service if Landlord unclogs drains more than 1 week after tenant moves in. This includes removal of toys and foreign objects in toilets. Charges to outside vendors may be more expensive and the tenant is responsible for those charges as well.**

4) **Smoke Alarms:** Smoke alarms are present and operational and will be **tested and maintained by the Tenant** on a regular basis at the Tenant's expense.

5) **Auto Storage:** No automotive storage or repair work **at any time without written consent.** No parking on any sidewalks or lawn areas. Garage doors are to be kept closed when not in use. Tenant is responsible for any damage to blacktop or concrete areas from motor vehicles regardless of ownership including leaking fluids.

6) **Personal Items and Trash:** No personal belongings are to be left outside overnight. Garbage must be stored in the designated area in sealed containers. Recyclables must be handled according to refuse rules imposed by the municipality. Tenant agrees to pay \$50.00 per hour or fraction for trash removal per occasion should the Landlord dispose of Tenant trash.

7) **Lawn and Sidewalk Maintenance:** In one and two family rental units, Tenants are responsible for regular lawn mowing and raking including disposal of leaves in the fall season. All tenants are responsible for shoveling snow. Tenant agrees to reimburse Team Rein the cost of shoveling and mowing at the rate of \$30.00 per hour or fraction thereof should Tenant not perform these services. **All tenants are required to remove snow from their personal entrance areas and each tenant is responsible for their own safety. If the walkway you use has snow or ice on it, you are expected to shovel and use ice-melter as needed. If you feel that your walk is unsafe you should not use it until you have made it safe.**

8) **Utilities:** All utilities and services provided exclusively to the property rented by the Tenant are provided at the Tenant's expense regardless as to what name the bills may be rendered for the duration of this agreement. Tenant agrees to provide Team Rein with their home phone number, and **agrees they will display their number on caller-id devices** in order to identify themselves to the Landlord when calling his office. In buildings where heat is provided, the temperature will be maintained at no more than 68 degrees at any time. Utility bills rendered in the Landlord's name that include time used by the tenant will be prorated by dividing the total

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bill by the number of days in the billing cycle and multiplying by the number of days the tenant was in possession or was supposed to be in possession, whichever is longer.

9) **Decorating:** No painting, or other altering of the premises without the Landlord's written consent. Tape and nail holes are not normal wear and tear. Borders are not allowed. "Sponge effect" paint is not allowed. Talk to the Landlord to discuss your specific decorating ideas and get permission in writing.

10) **Defects:** No defects of any kind are present **except as noted**. Tenant shall notify Landlord of any defects within 5 business days of the commencement date in writing. All walls, windows, floors, ceilings, appliances, fixtures, furnishings and woodwork are free from dirt, holes, cracks and smoke damage upon possession and will be returned to Landlord *in the same condition as received*. Tenant is responsible for maintaining the premises in a safe and habitable condition. When notifying the Landlord of maintenance issues, the Tenant shall call **607-785-8325**. Emergency maintenance requests made after 5:00 PM must also be made to that number. Follow instructions for contacting maintenance personnel. **Failure to display caller id data may cause maintenance delays and is a violation of the lease**. Tenants requiring emergency unlocking of the unit will be billed \$50.00 for this service payable when performed. Tenant understands that it is their responsibility to notify Landlord of issues within one week of move-in, and understands that any defects should be presented in writing, and delivered to the Landlord. Landlord agrees to sign a copy of all defects delivered to him for the Tenant's protection.

11) **Property Damage:** Tenant bears full responsibility for damage of any kind to the property while in his / her possession. Any personal property stored on the premise is done so at the Tenant's own risk. **Landlord assumes no responsibility for damage to any property belonging to or under the control of the Tenant. Tenant shall carry renter's insurance and name Team Rein as an additional insured.**

12) **Items Furnished:** This property is rented to the Tenant unfurnished. Any **appliances installed on the property and owned by the Landlord are NOT provided as a condition of this agreement**. Rather, they constitute a loan of said appliances to the Tenant with the understanding that the Tenant may **use them at his / her own risk**. Should the Tenant elect to move Landlord owned appliances, they are responsible for maintaining those appliances and replacing them into their original locations upon vacating. The cost to move appliances is \$50.00 per hour per man. Travel time to and from the job is billed at \$50.00 per hour per man.

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13) **Rents, When and Where Paid:** Rent shall be in the amount of \$**XXX.XX** and is payable on or before 5:00 PM on the first business day of every month. Rent amounts received later than the third business day will be subject to a 5% late fee and a finance charge of 24% interest per year (.065753425% per day). ***There will be a \$20.00 service charge for any check returned by the bank for any reason and a late fee will be applied.*** Rent payments are to be made payable to Douglas G. Rein. Rent is to be paid at the Landlord's place of business, specifically, 515 Front Street, Vestal, NY, 13850. ***There is a \$25.00 rent "pick-up" fee.*** Rent payments will be by check or money order only, no cash unless specified otherwise due to a pending eviction. Amounts paid above and beyond the rent due will be credited to the Tenant's rent account and applied to the next month's rent if no other charges are pending. Any tenant that bounces any check and fails to immediately (within 72 hours) cover the check agrees to become a month to month tenant, and further, will pay any remaining rents or charges due by money order or bank check.

14) **Security Deposit Required:** A security deposit is to be paid by the tenant in the amount of \$**XXX.XX**. All monies received are first applied to the security deposit, and then to rent. The deposit will not be used as the last month's rent. ***Under no circumstances will the Tenant be allowed to remain on the premises without paying his / her rent.*** The deposit shall be returned to the Tenant within a reasonable time after their vacating the unit. Tenant agrees that the deposit is paid to; 1) secure the living space and will not be returned should the tenant fail to occupy the house or apartment for any reason; 2) pay for any and all damage to the leased space which occurs while the leased space is rented to the Tenant. It shall be the responsibility of the Tenant to have damage corrected before they vacate. The tenant allows the Landlord to use the deposit funds to correct any defects caused by the tenant or his agents' or guest's actions.

15) **Violations:** If the Tenant is found in violation of any of the terms of this agreement he / she authorize the Landlord to use security deposit money to correct the defect. The Tenant hereby agrees that the term of the lease will revert to a month to month agreement, after notification by the Landlord to the Tenant of the Tenant's violation of the agreement. This notification will be made by personal service or, by serving the notice by posting on the door, or other suitable place at or near the entrance area to the living unit. Personal Service is agreed to include delivery of the notice to any occupant at the living unit that appears to be in control of the unit, whether they are or not.

16) **Landlord Right of Entry and Lock Policy:** Tenant agrees to allow Landlord to enter apartment for the purposes of

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providing routine maintenance with proper notice and at reasonable times, with or without the Tenant being present. Tenant will not be denied permission to change locks, but may do so only after notifying the Landlord of his/her intention to do so, and is required to return the door, door jamb, and original lock back to their original condition upon vacating the unit. Tenant must provide a copy of the new key to the Landlord, and understands that **they will be charged to repair any damage to doors or door jambs caused by their lock installation.**

17) **Access for Showings:** Tenant agrees to make the rental unit accessible to the Landlord or his agent during the final month of occupancy for the purpose of performing maintenance functions and to show the unit to prospective Tenants upon 24 hours notice. **Failure to allow this access will result in a fee equal to one-half of the security deposit** being charged to the Tenant and paid from deposit funds after the tenant vacates.

18) **Lead Paint Disclosure:** Tenant acknowledges receipt of the pamphlet entitled "Protect Your Family from Lead in Your Home" and the accompanying pamphlet and disclosure form as required by the Federal Government.

19) **Criminal Activity:** Tenant agrees that if police are called to the house or apartment on more than 2 occasions, other than during routine general investigations not directed specifically toward the tenant, or, **if any warrant is executed at the premises whereby police make forced entry,** the tenant agrees to notify Team Rein immediately of any such activity. Tenant agrees to become a month to month tenant immediately upon any such warrant being executed.

20) **Drug Policy:** Tenant understands that Team Rein has a **zero tolerance related to drug activity,** and should any employee or representative uncover or suspect such activity taking place on any company owned or managed property, such suspected use or possession shall immediately be referred to the proper authorities, and this agreement shall be considered null and void.

21) **Early Termination by Tenant:** In the event that the Tenant requests to vacate the unit or be released from this agreement at any time after signing or prior to the expiration hereof, Tenant shall make every effort to re-rent the unit. The tenant agrees that the cost of advertising, **as well as any other charges incurred by Team Rein** resulting in the Landlord's effort to re-rent the unit shall be borne by the Tenant. Landlord agrees to apply the same qualifying standards to prospective tenants brought to him by party named in this agreement as he applied to the herein named tenant.

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22) **False Information on Application:** This agreement is entered into by the prospective Tenant and Landlord based on information provided to the Landlord by the prospective Tenant at the time of application. **Any false information given to the Landlord by the prospective Tenant on the Rental Application will deem this agreement null and void, the applicant will not be allowed to move in, and will forfeit the entire security deposit paid.** The prospective Tenant agrees that if he/she has been allowed to take possession of the rental unit, and subsequent to that possession it is discovered that false information was provided on the application, they will immediately and without notice become a month to month tenant.

23) **Special Provisions:** If the rental unit is one owned by Team Rein, Team Rein **agrees to release the Tenant from this agreement should the Tenant purchase a home through Team Rein Real Estate Services.** This release shall occur on any date of the Tenant's choosing following the closing on the home purchased, and is contingent on Team Rein receiving a commission from the Seller either directly or as part of the "Cooperating Broker" agreements Team Rein subscribes to as a member of the Broome County Board of Realtors.

Subject to Attorney Approval: You have the right to take this document to an attorney for his/her review. If you would like a copy of this document to take to your attorney, **we will not hold the house or apartment for you,** but will be happy to give you a copy of the document to take with you. After your attorney has reviewed this lease, bring it back to us for final signatures, payment of deposit and only then will the house or apartment be held for you.

This constitutes the entire agreement between the parties and may be modified only by written agreement.

_____, TENANT, Dated _____
TENANT

_____, LANDLORD, Dated _____
Douglas G. Rein