

**CONSULT YOUR LAWYER BEFORE SIGNING THIS LEASE**

## **HOUSE LEASE**

Landlord and Tenant agree to lease the Premises at the rent and for the term stated:

PREMISES:

LANDLORD:

TENANT:

Date of Lease:

Lease Term:

Annual Rent: \$

Monthly Rent: \$

Security Deposit: \$

Commencement Date:

Termination Date:

### **1. Use and Occupancy**

The Premises may only be used strictly for residential purposes and may only be occupied by Tenant and Tenant's spouse and children.

### **2. Inability to Give Possession**

The failure of Landlord to give Tenant possession of the Premises on the Commencement Date shall not create liability for Landlord. In the event that possession of the Premises is not delivered on the Commencement Date, Monthly Rent hereunder shall begin on the date that possession of the Premises is delivered to Tenant and shall be prorated for that portion of the month in which possession is delivered. In such event, the Termination Date shall not change.

### **3. Rent**

A. Tenant shall pay Monthly Rent in full on the first date of each month of the Lease. Monthly Rent shall be paid in advance with no notice being required from Landlord. Tenant shall not deduct any sums from the Monthly Rent unless Landlord consents hereto in writing.

Upon signing the Lease, Tenant shall pay Landlord the first Monthly Rent due and the Security deposit. The entire amount of rent due for the Lease Term is due upon signing this Lease; however, Landlord consents to the Tenant paying same in monthly installments provided there exists no defaults by Tenant under the terms of this Lease.

B. Additional Rent may include, but is not limited to any additional insurance premiums and/or expenses paid by Landlord which are chargeable to Tenant as stated hereinafter. Additional Rent is due and payable with the Monthly Rent for the next month after Tenant receives notice from Landlord that Additional Rent is due and payable.

### **4. Condition of Premises**

Tenant acknowledges that Tenant is accepting the Premises in its "as is" condition. Tenant further acknowledges that Tenant has thoroughly inspected the Premises and has found the

Premises to be in good order and repair and that the appliances, if any, are in good operating condition. Tenant further states that Tenant known how to operate the appliances and shall do so in accordance with the manufacturer's instructions.

#### **5. Security**

The Security Deposit is due upon the Tenant signing this Lease. The Security Deposit shall not be used for the payment of the Monthly Rent unless agreed to, in writing, by Landlord and Tenant. Within ten (10) days after Tenant surrenders possession of the Premises at the expiration of the Lease Term, Landlord shall return the Security Deposit, less any cost of repairs as authorized by this Lease, to Tenant at an address Tenant provides. If the Premises is sold, Landlord will transfer the Security Deposit to the new owner and Tenant may only look to the new owner for return of the Security Deposit and Tenant hereby releases Landlord from any liability with respect to the Security Deposit.

#### **6. Services and Utilities**

Tenant shall pay for the following services either directly or to Landlord when billed: electric, fuel, gas, oil, water, telephone, landscaping, snow removal, sanitation, and/or

#### **7. Furnishings**

The Premises is being delivered (furnished) (unfurnished). If furnished, Landlord has given an inventory of the furnishing which inventory has been signed by Tenant and Landlord. Tenant acknowledges that said furnishings are in good condition and Tenants accepts same in "as is" condition.

#### **8. Repairs and alterations**

Tenant shall maintain all appliances, equipment, furniture, furnishings and other personal property included under this Lease and, upon the surrender of the Premises on the Termination Date, Tenant shall surrender same to Landlord in the same condition as received, reasonable wear and tear excepted. In the event that Tenant defaults under the terms of this Paragraph 9, Landlord may make necessary repairs or replacement, the cost of which shall be deducted from the Security Deposit.

#### **9. Maintenance of Premises**

Tenant shall maintain the grounds of the Premises in a neat, clean and presentable condition. Tenant shall be responsible for the upkeep of the grounds, including but not limited to snow removal and the mowing of the lawn.

#### **10. Pets**

Pets of any kind or nature shall shall not be allowed in the Premises.

#### **11. Damage, Fire or Other Catastrophe**

In the case of fire damages or other damage to the Premises not caused by Tenant, Tenant shall give Landlord immediate notice of same. Upon receipt of such notice, Landlord may either (a) repair the Premises or (b) terminate the Lease. If Landlord makes repairs to the Premises,

Landlord shall have a reasonable time in which to do so. If the damage to the Premises renders the Premises uninhabitable, Landlord shall give notice to Tenant, after repairs are made, of the date on which the Premises may be reoccupied. Monthly Rent for the period that Tenant can not occupy the Premises because of the damage shall be forgiven.

In the event that Landlord terminates this Lease because of the damage, Landlord shall give Tenant thirty (30) days notice of Landlord's intent to so terminate, in which event, Monthly Rent shall be due for the period up to the date the Premises incurred the damage.

## **12. Liability**

Landlord shall not be liable for any loss, damage or expense to any person or property except if such loss is caused by the willful acts of Landlord.

Tenant shall be liable for the acts of Tenant, Tenant's family, guests and/or invitees. Landlord's cost and expense in repairing any such damage or from any claim resulting from such acts shall be billed as Additional Rent and shall be paid by Tenant to Landlord.

## **13. Assigning or Subletting**

This lease may not be assigned by Tenant nor shall Tenant sublet the Premises.

## **14. Subordination**

This Lease and Tenant's right hereunder are subject and subordinate to all existing and future leases for the land on which the Premises stand, to all mortgages on said leases and/or the Premises and/or the land and all renewals, modifications and extensions thereof. Upon request by Landlord, Tenant shall execute any certificate to this effect.

## **15. Landlord's Consent**

If, under the terms of this Lease, the consent of Landlord is required, such consent shall not be unreasonably withheld.

## **16. Entry, Keys, Locks**

Upon reasonable notice and at reasonable times, Landlord may enter the Premises to inspect, repair or to show it to a prospective purchasers, tenants or lenders. Tenant shall give Landlord keys to all locks for the Premises. Tenant shall not change any locks or add any locks to the Premises without obtaining Landlord's consent, and if given, Tenant shall provide keys to Landlord for these locks.

## **17. Signs**

Tenant shall not place any signs on the Premises or upon the grounds on which the Premises stand or in the Premises so as to be seen from outside the Premises.

Landlord shall have the right to place or cause to be placed on the Premises and/or upon the grounds on which the Premises stand "For Rent" and/or "For Sale" signs.

## **18. Compliance with Authorities**

Tenant shall, as its own cost and expense, comply promptly with all laws, rules, ordinances and directions of governmental and/or municipal authorities, insurance carriers and/or homeowners' associations.

## **19. Tenant's Defaults, Landlord's Remedies**

A. Landlord must give Tenant notice of default (except for a default in the payment of Monthly Rent and/or Additional Rent) and Tenant, upon receipt of such notice must cure the default within the time stated hereinafter:

1. a default under Paragraphs 8, 9, 10, 11, 12, 13, 16 or 17, 18 of the Lease, ten (10) days;
2. a default under Paragraph 21 of this Lease, thirty (30) days;

B. In the event that Tenant fails to cure a default within the time stated therefore, Landlord may terminate this Lease. In such event, Landlord shall give Tenant notice stating the date upon which this Lease shall terminate, such date being not less than three (3) days after the date of such notice at which time this Lease shall then terminate. Tenant shall be responsible for Monthly Rent and Additional Rent as set forth in this Lease up to the date of termination.

C. If this Lease is terminated or Tenant vacates the Premises prior to the Termination Date, Landlord may enter the Premises and remove Tenant and any person or property and/or commence summary proceedings for eviction. The aforesaid actions are not the sole remedies of Landlord.

D. If this Lease is cancelled or Landlord takes back the Premises

1. Monthly Rent and Additional Rent for the unexpired portion of the Lease Term immediately becomes due and payable. In addition, any cost or repair expended by Landlord shall be the obligation of Tenant and shall be deemed Additional Rent.

2. Landlord may re-rent the Premises and anything in it for any term and at any rental and any cost in connection therewith shall be borne by Tenant which may include, but is not limited to the cost of repairs, decorations, preparation for renting, broker's fees, advertising costs and attorney's fees. Any rent recovered by Landlord for the re-renting of the Premises shall reduce the amount of money that Tenant owes to Landlord.

## **20. Condemnation**

If any part of the Premises is taken or condemned by any governmental authority, Landlord may cancel this Lease on notice to Tenant and Tenant's rights hereunder shall end as of the date the authority takes title to the Premises which cancellation date can not be less than thirty (30) days from the date of Landlord's notice. Tenant shall be liable for Monthly Rent and Additional Rent to the date of cancellation and shall make no claim for the unexpired term of the Lease. Any award of the condemnation is the property of Landlord and Tenant assigns to Landlord any and all rights, interest and/or claim in and to such award.

## **21. Bankruptcy**

Should Tenant file a voluntary petition in bankruptcy or an involuntary petition is filed against Tenant, or should Tenant assign any property from the benefit of creditors or should a trustee/receiver be appointed of Tenant and/or Tenant's property, Landlord can cancel this Lease upon thirty (30) days written notice to Tenant.

## **22. Notices**

Any notice to be given under this Lease shall be in writing addressed to the party at the addresses set forth herein by certified mail or overnight courier service. Notice by Landlord to one

named Tenant shall be deemed given to all Tenants and occupants of the Premises. Each party hereto shall accept notices sent by the other. Any change of address by one party must be given, by notice, to the other. Notice shall be deemed given when posted or delivered to the overnight courier service.

**23. Waiver of Jury Trial, Set-Off or Counterclaim**

The parties hereto waive trial by jury in all matters except for personal injury or property damage claims. In a summary proceeding for eviction, Tenant waives Tenant's right to any set-off and/or counterclaim.

**24. Broker**

Tenant states that \_\_\_\_\_ is the sole Broker who showed the Premises to Tenant. Tenant shall hold harmless and indemnify Landlord for any monies expended by Landlord should Tenant's statement herein be untrue.

**25. Inability of Landlord to Perform**

**If Landlord is unable to perform any of its obligations to be performed hereunder due to governmental orders, labor strife or inability to secure goods or materials, through no fault on the part of Landlord, this Lease shall not be terminated or cancelled and such inability shall no impact upon Tenant's obligations hereunder.**

**26. Illegality**

Should any part of this Lease be deemed illegal, the remaining portions of this Lease shall not be affected thereby and shall remain in full force and effect.

**27. Non-Disturbance**

So long as Tenant pays the Monthly Rent and Additional Rent and there exists no defaults under any of the terms of this Lease, Tenant may peacefully occupy the Premises for the Lease term.

**28. Non-Waiver**

Any failure by Landlord to insist upon Tenant's full compliance with the terms of this Lease and/or to enforce such terms shall not be deemed to be a waiver of Landlord's rights to insist upon or so enforce the terms of this Lease at a future date.

**29. Parties Bound**

This Lease is binding upon Landlord and Tenant and their respective assignees and/or successors in interest.

**30. Paragraph Headings**

Paragraph headings are for reference only.

**31. Effectiveness**

This Lease shall become effective as of the date when Landlord delivers a fully executed copy hereof to Tenant or Tenant's attorney.

**32. Entire Agreement**

Tenant states that Tenant has read this Lease and that it fully incorporates all understandings, representations and promises made to Tenant by Landlord and/or Landlord’s agent and that this Lease supersedes all prior representations, agreements and promises, whether oral or written.

**33. Amendments**

This Lease may only be changed or amended in a writing signed by the parties hereto.

**34. Riders**

Additional terms are contained in the rider annexed hereto and designated Rider

**35. Surrender of Premises**

On the Termination Date, Tenant shall deliver Premises to Landlord vacant, in good condition and broom clean. Prior to such delivery, Tenant shall have vacated the Premises, removed Tenant’s property, repaired all damages caused by Tenant and return the Premises in the same condition as received, reasonable wear and tear excepted.

**36. Limitation of Recovery**

Should Tenant obtain a judgment or other remedy from a court of competent jurisdiction for the payment of money by Landlord, Tenant is limited to the Landlord’s interest in the Premises for the collection of same.

**37. Sale of Unit**

In the event Landlord sells the Premises, Landlord may terminate this Lease on thirty (30) days prior written notice to Tenant, in which event Tenant shall vacate the Unit on the date set forth in said notice.

**38. Insurance**

Tenant is obligated to carry whatever property and/or liability insurance coverage that Landlord requires and shall have named on the policy of insurance Landlord, as an insured. Tenant must deliver a copy of the declaration page of the policy of insurance of the binder showing Landlord as an insured prior to taking possession of the Premises.

This Lease has been entered into as of the Date of Lease.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

Tenant

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**DISTRIBUTED BY**



**RECORD AND RETURN**

*Title Agency, Inc.*

**(914) 395-2285 Fax (914) 395-1028**