

RESIDENTIAL LEASE

51 13th St , #2
Troy, NY 12180

By this agreement made and entered into on **August 1, 2024**, between Andrew Turk and Elizabeth Turk, herein referred to as Lessor, and **Charlie Warner, Siyan Zuhayer, Ali Brooks, and Kendryek Wu**, herein referred to as Lessee. Lessor leases to Lessees the premises situated at bedroom #2, **51 13th St**, in the City of Troy, County of Rensselaer, State of New York, and more particularly described as follows:

2nd Floor 3 Bedroom Apartment with all appurtenances, for a term of 12 months, with a **One Semester** written notice, ending on July 31st, 2025 at 12 o'clock p.m.

1. **Rent.** Lessees agree to pay, without demand, to Lessor as rent for the demised premises the sum of One Thousand Six Hundred Fifty Dollars (\$1650.00) per month in advance on the first day of each calendar month beginning **August 1, 2024**. Rent shall be payable in advance of the first day of each calendar month to **Andrew and Elizabeth Turk, 49 2nd St, Troy NY 12180**. If rent is not received within five (5) days after the due date, tenant agrees to pay a late fee of \$50.
2. **Security Deposit in Advance.** On execution of this lease, Lessees deposits with Lessor One Thousand Six Hundred Fifty Dollars (\$1650.00), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessees of the terms hereof; it being understood that this is not to be considered pre-paid rent, nor shall damages be limited to the amount of the security deposit. Lessor shall return the security deposit within fourteen (14) days after the termination of this lease or any balance thereof, and any interest thereon, after deducting:
 - a. Any unpaid rent which is in arrears; and
 - b. A reasonable amount necessary to repair any damage caused to the apartment or building by Lessee or any person under Lessee's control or with the Lessee's consent, reasonable wear and tear thereof excluded, but including a reasonable cleaning fee if necessary.
3. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessees shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
4. **Use of Premises.** The demised premises shall be used and occupied by Lessees exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessees for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessees shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.
5. **Smoking Policy.** Lessor maintains a **smoke-free** building. This is defined as all the common areas, apartment interiors and within a perimeter of 20 feet around the exterior of the property. All tenants and guests are expected to adhere to this policy at all times

6. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than Three adults without the consent of Lessor.
7. **Condition of Premises.** Lessees stipulate that he has examined the demised premises, including the grounds and all the buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.
8. **Assignment and Subletting.** Without the prior written consent of Lessor, Lessees shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall at Lessor's option, terminate this lease.
9. **Alterations and Improvements.** Lessees shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessees, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessees, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.
10. **Damage to Premises.** If the demises, or any part thereof, shall be partially damaged by fire or other casualty not due to the Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been nontenantable, but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.
11. **Dangerous Materials.** Lessees shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
12. **Utilities.** Lessor shall be responsible for arranging for and paying for all utility services to the named apartment.
13. **Maintenance and Repair.** Lessees will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessees shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair

of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessees or at his direction without the prior written consent of Lessor.

14. **Animals.** Lessees shall keep no animals on leased premises.
15. **Key Replacement or Lock Out.** Fee will be charged for locks out after business hours at a rate of \$55 dollars. Fee will collected by check or cash at the time of lockout. Business hours are Monday – Friday 8:00 AM – 5:00 PM.
16. **Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon. (With 48 hours notice or emergency)
17. **Right to Show.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of showing the apartment and each bedroom to prospective tenants. (With 48 hours notice)
18. **Display of Signs.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof, shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.
19. **Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
20. **Surrender of Premises.** At the expiration of the lease term, Lessees shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements accepted.
21. **Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessees shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within seven days of receipt of such notice, Lessees have corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time.
22. **Covenants in the Event of Termination.** Lessee covenants that in any case of any termination of this Agreement by reason of default of the Lessee, Lessee will indemnify Lessor from and against any loss and damage sustained by reason of any termination caused by the default of, or breach by, Lessee. Damages hereunder shall include but shall not be limited to the loss of rents, reasonable broker's commission for the reletting of the premises, advertising costs, reasonable costs incurred in cleaning and repainting the rented premises, in order to relet the same, moving and storage charges incurred by Lessor moving Lessees belongings pursuant to eviction proceedings, reasonable attorney's fees and court costs involved in any eviction proceeding and the collection of the amounts due to Lessor from Lessee.

23. **Abandonment.** If at any time during the term of this lease Lessees abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessees for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessees, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option hold Lessees liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessees, then Lessor may consider any personal property belonging to Lessees and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.
24. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease. (Excluding Death of Lessees)
25. **Radon Gas Disclosure.** As required by law, (Landlord) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from your county public health unit.
26. **Carbon Monoxide Detectors.** Each leased premise is equipped with a federally approved carbon monoxide detector. At the time of surrender of premises by the lessee, the lessor or agent must inspect each premise to determine that the carbon monoxide detectors are in their correct location. If a detector is found to be missing at the time of inspection, the lessee will be charged for the full amount of a replacement carbon monoxide detector.
27. **Lead Paint Disclosure.** Lessee is notified that property containing lead based paint may present exposure to lead that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The following attached hereto as "B", initialed and dated by parties, are incorporated herein by reference:
 Tenant Certification Form
 Tenant Lead Law Notification (Lessee acknowledges receipt of the same)
28. **Waterbeds.** No waterbed or similar water-filled device shall be placed in or about the Premises without the prior written consent of Agent; if such consent is granted, said waterbed or device will be fully lined, and Resident agrees to deposit with Agent proof of adequate insurance, and any other additional damage deposit required by Agent, in its sole and absolute discretion. Resident shall be liable for any and all damage caused by a water-filled device, and shall promptly reimburse Agent for same.
29. **Registered Sex Offenders List.** No person, including but not limited to or any occupant, shall register the address of the Premises on any list of registered sex offenders or predators or similar compilation. Owner does not warrant, represent nor guarantee that other persons

residing in or near the complex do not appear on any list of sex offenders and shall not be obligated to monitor or disseminate any compilations of registered sex offenders or other criminals. If Resident desires to obtain a copy of the list of convicted sex offenders in the area, Resident must obtain a copy from the local police, sheriff or other public record.

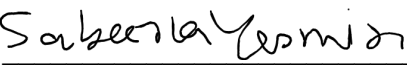
IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor
Ilium Properties, LLC agent for Andrew Turk and Elizabeth Turk

 224-99-3828

Lessee Charlie Warner Lessee SSN

 _____
Lessee Siyan Zuhayer Lessee SSN

 _____
Cosigner Sabeena Yesmin

Lessee Ali Brooks Lessee SSN

Cosigner

Lessee Kendryek Wu Lessee SSN

Cosigner Alice Cheng

NOTICE: State law establishes rights and obligations for parties to rental agreement. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of the agreement, you may want to seek assistance from a lawyer or other qualified person.

Exhibit "A" Addendums

1. Loud music and noise are not allowed. Disturbing and obnoxious activities are not allowed. There is to be no music played outside the building. Parties of any kind are strictly prohibited.
2. Cars must be parked on driveway or on the street. **Parking cars on the lawn is strictly prohibited.**
3. Tenants are responsible for locking all doors when they leave the house and after dark.
4. Landlord is well insured against any hazard to the building. This however, does not cover personal belongings. We suggest that you obtain renter's insurance to cover your personal belongings. Your local insurance agency can provide you with more information on this.
5. This is a smoke free building. Under no circumstances is smoking allowed in the apartment in common areas or within twenty feet of the building.
6. A \$25 returned check will apply to any rent check returned due to insufficient funds.
7. The house and rented bedroom are to be kept clean, especially the kitchen and bathroom areas. Dishes and pans should be washed immediately after use.
8. The property management company should be contacted immediately when there is a maintenance problem such as the following: clogged drains, electrical service and wiring, fixtures or smoke alarms.
9. Tenant is responsible for his or her belongings. The landlord cannot be held liable for any damage, hazard or any event that may affect tenant's personal property. Landlord strongly suggests that tenant secures renters insurance.
10. Tenants are prohibited from having live Christmas trees within the house.
11. Upon departure from house at end of tenancy, it is expected that the unit be in similar condition as when lease started. All appliances, bathrooms, closets and all other areas clean, no refuse, or tenant belongings are to remain in apartment.
12. During the last 30 days of lease, with proper notice, house will be in presentable condition for show.

Exhibit "B" Addendum

STATEMENT OF CONDITION

This is a *Statement of Condition* of the premises you have rented. This will show that you agree that the apartment is in rentable condition. If this is not correct, you must attach a separate signed list of any damage which you believe exists in the premises. This statement must be returned to the Lessor or its agents within fifteen (15) days after you receive this *Statement of Condition* or within fifteen (15) days after you move in, whichever is later. If you do not return this *Statement of Condition* within the specified time period, a court may later view your failure to return the *Statement of Condition* as your agreement that the apartment was complete and correct.

_____, Apt. _____
Troy, NY 12180

Tenant has examined the premises and has found the present condition to be as follows:

Acceptable

Unacceptable

See Attached Sheet

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Dated: _____

Tenant's Address: _____

Telephone: _____

Agreed and Assented To: _____

Date: _____