

# Lease Agreement

This lease contains the agreement between Tenant and Landlord concerning Tenants rights and obligations and the right and obligation of the Landlord. Tenant and Landlord have other rights and obligations, which are set forth by government laws and regulations.

Tenant should read this lease and all of its attached parts carefully. If Tenant has any questions, or if you do not understand any words of statements, get clarified. Once Tenant and Landlord sign this lease Tenant and Landlord will be presumed to have read it and understood it. Tenant and Landlord admit that all agreements between Tenant and Landlord have been written into this lease. Tenant understands that any agreement made before or after this lease was signed and not written into it will not be enforceable.

## THIS LEASE IS MADE

**Between**

**LANDLORD:**

**304 Stanhope LLC**

**199 Lee Ave #376**

**Brooklyn NY 11211**

**Phone: 718-522-7305**

**Email: support@greenparkny.com**

**And**

**TENANT**

**Samantha Putlak**

**Xander Chamorro**

**304 Stanhope St. #2L**

**Brooklyn NY 11237**

**TERM: 12 Months**

**BEGINNING: 8/1/2023**

**ENDING: 7/31/2024**

**YEARLY RENT: \$33,600**

**MONTHLY RENT: \$2,800**

**SECURITY DEPOSIT: \$2,800**

In consideration of the mutual agreements herein contained, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the aforementioned property.

- 1) The rent shall be due on the *first* of every month. All payments must be mailed to:
- 2) I agree to accept the apartment "as is" having already inspected it. I further agree that Landlord has not promised to do any work in the apartment except as specified on the remarks section of this lease.
- 3) I understand and agree that I may not assign or **sublet any** part of the lease/premises without written permission from the Landlord.
- 4) Rent must be paid full without any deductions. Payment of less than amount stated in this lease shall be deemed nothing more than partial payments. Under no circumstances shall Landlord's acceptance of partial payment constitute accord and satisfaction nor will it forfeit Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. In the event of a repair issue in the apartment, landlord will endeavor all efforts to certify the problem in a timely manner; however, no payments less than the amount in this lease may be deducted for any such reason. I understand that if rent is not received on time, Landlord may charge a **late fee**, as added rent as follows: **5 days late - \$50, 10 days late - \$100, 20 days late - \$200**. If Tenant fails to pay added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Rent demands from Landlord do not have to be in writing. In the event a check bounces, Tenant agrees to pay a **\$35 charge**.
- 5) I understand and agree that the last month's rent paid with this lease is a payment of rent for the last month of the lease term. It is not to be applied to any other month besides for the very last month of the lease.
- 6) Security deposit will be returned after vacating the property, returning the keys to management and leaving the apartment in a broom cleaned condition. Appliances are required to be spotless and grease free, otherwise there will be a deduction of **\$100** per appliance. Any repairs, painting, cleaning or replacements

that may be needed after tenant vacates the apartment in addition to a handling fee, shall be deducted from the security deposit unless they are due to normal use of the apartment.

- 7) I understand and agree that I must notify the Landlord if I do not plan to renew the lease **60 Days** prior to lease expiration date. If I do not do so, I remain liable to pay rent for an additional 1 year term with a monthly rent increase of up to 15% for the full term. Furthermore, if I move before the end of this signed lease, I am still responsible to pay until lease maturity and the security deposit will not be refunded back to me. Landlord may allow Tenant to find a replacement by written permission for the remainder of the lease term by paying a processing fee of \$250. If Tenant does not supply a replacement, Landlord will make reasonable efforts to find one and all costs associated with re-renting the apartment shall be paid by Tenant.
- 8) If I do not renew this lease, I agree to permit Landlord or his representative entry into the apartment during the last month of the lease in order to show it to potential tenants. Apartment should be clean and put together at that time.
- 9) I understand and agree that I am responsible for payment on all **utility charges** on the property except: **Water**. Landlord may stop services on the plumbing, heating, and elevator systems, because of accidents, emergencies or repairs. Tenant is not entitled to any rent deduction because of a disruption or reduction of any of the services, nor any conflict with the Landlord.
- 10) Landlord will not be liable for any temporary interference with light, ventilation, view etc. caused by or in behalf of Landlord. Landlord will not be liable for any such interference on a permanent basis caused by construction or any parcel of land not owned by landlord. Also, Landlord will not be liable to Tenant for such interference caused by permanent closing, darkening or blocking up the windows, if law requires such action. None of the foregoing events will cause a suspension or reduction of the rent or allow Tenant to cancel the lease.
- 11) It is recommended to obtain **insurance** on his/her personal belongings such as fire, theft, any kind of water damage etc., the Landlord will in no way be responsible.
- 12) I understand and agree that I am responsible for the cost on installation of all cable wires as well as maintaining them.
- 13) I understand and agree that I am responsible for all **recycling** laws and any applicable summonses. Disposal of mattresses should be in a sealed bag as per recycling laws or tenant will be responsible to pay for summons in addition to any handling fees.
- 14) I understand and agree that **no pets** be allowed to enter and/or live in my apartment or surrounding areas. Because of the health hazard and possible disturbance of other Tenants which arise from the uncontrolled presence of animals, especially dogs, in the building, the strict adherence to the provisions of this rule by each Tenant is a material requirement of each lease. Tenant failure to obey this rule shall be considered a serious violation of an important obligation Tenant under this lease. Landlord may elect to end this lease based upon this violation.
- 15) I understand and agree that no Tenant is permitted to do work in his/her apartment, work that changes the structure and/or condition of the walls, floors or else, including the painting or the like without written permission from the Landlord and should be repainted to the original color before vacating the apartment. Painting the apartment is only permitted in light colors, in the beige and white tone.
- 16) Tenant cannot install, have or use in the apartment any of the following: dishwasher machine, clothes washing or drying machine, electric stoves, garbage disposal units, heating, or any other equipment which, in Landlord's reasonable opinion, will overload existing wiring installation in the building or interfere with the use of such electrical wiring facilities by other Tenants of the building. Also, Tenant cannot place in the apartment water-filled furniture.

- 17) Tenant may not change or add **locks** on the premises without written permission from the Landlord. Landlord reserves the right at all times to enter the apartment on reasonable advance notice and at reasonable hours under the circumstances for the purpose of; inspection, repairs, extermination or showing to prospective Tenants or purchasers. If any time you are not personally present to permit Landlord to enter and entry is necessary Landlord may nevertheless enter the apartment and may enter by force in an emergency.
- 18) I understand and agree that we must refrain from loud parties or other disturbances such as loud music or radio playing so as not to disturb other people's peace and quiet. And the same, loitering in the hallways and front of the building is prohibited.
- 19) I understand and agree that no smoking is allowed in the building.
- 20) I understand and agree that I must comply with all present and future laws and regulations of all government agencies and/or insurance rating organizations, which affects the premises.
- 21) All notices to landlord must be in writing to the address noted above.
- 22) Tenant must not send Landlord's employees on personal errands.
- 23) Tenant shall use the apartment for living purposes only and understands and agrees that the apartment is leased to **persons mentioned above**. All family members of the household must be recorded here. Tenant's visitors may remain in the apartment no longer than one week, except with the written permission of the Landlord.
- 24) I understand and agree that the **security deposit** shall bear no interest. And so too this security deposit should not be used as a final month's rent. I am also aware that any raise in rent or lease renewals requires that security deposit should be added so that it should be equal to current monthly rent.
- 25) There is a **stove** and a **refrigerator** in the apartment and they are working fine. I understand and agree if they break down for any reason other than improper use by the Tenants, Landlord will repair or replace the appliance. I can bring in my own appliance.
- 26) I understand and agree that I am responsible to pay for all **drain stoppages** that my guests or I have caused. Additionally, the Tenant is to pay for any **windows, doors or locks broken** in their apartment by Tenant, tenant's family members, guests or other persons affiliated with Tenants during their residency.
- 27) There is a **smoke detector and carbon monoxide detector** in the apartment. I am aware that I am responsible for the maintenance of the detectors.
- 28) **Common areas** of building such as stairs, stairwells, halls, lobbies, fire escapes, basement, etc., are to be used only for the purpose intended. No articles belonging to Tenants should be kept in such areas. Boots and rubbers should not be left in corridors or meter rooms nor should doormats be placed outside the front doors. Any personal items left in such areas will be discarded. Can't hold personal belongings in the
- 29) **Basement** will be granted to tenant free of charge as a bonus and may not be used as a sleeping area. Additionally, landlord will not be responsible for any damages to belongings that occurs during the term of the lease, including but not limited to leaking, flooding or mold they may occur. Landlord will also not be responsible for inability to use the space for any reason during the lease term.
- 30) In the event that Tenant, family members, guests, or other persons related to or affiliated in any way with the Tenant shall engage in any unlawful activity or objectionable conduct this lease will be terminated and Tenant shall be subject to immediate eviction. [Objectionable conduct means behavior, which makes or will make the apartment or the building less fit to live in for Tenant or other occupants. It also means anything, which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary detrimental to other Tenants in the building. In

addition, Tenant agrees to be liable to any repairs plus a \$500 penalty for damages caused by tenant (including using graffiti on interior or exterior of the building).

- 31) The entire building or any part of it can be acquired (condemned) by any government agency for a public use. If it happens this lease shall end on the date the agency takes title. You shall have no claim against Landlord for any damage resulting; by signing this lease you assign to Landlord any claim against the government agency for the value of the unexpired portion of the lease.
- 32) Both Tenant and Landlord agree to give up the right of trial by jury in a court action, proceeding or counterclaim in any matters concerning this lease, the relationship of Tenant and Landlord or your use or occupancy of the apartment.
- 33) You *default* under this lease if you act in any of the following ways:
- You fail to carry out any agreement or provision in this lease;
  - Tenant application for the apartment contains any material misstatement of fact;
  - You or another occupant behaves in an objection manner;
  - You do not move into the apartment within 15 days after the beginning of this lease;
  - You move out of the apartment permanently before the lease ends;

If you do default in any one of these ways, Landlord may serve you with a written notice to stop or correct the default within 5 days. If you do not stop the default within 5 days Landlord will have the right to end this lease. But although this lease ends you will continue to be liable for unpaid rent up to end of this lease, the value of your occupancy, if any, after the lease ends and damages caused after that time. If you do not pay your rent when this lease requires or if the lease ends, Landlord may do the following: (a) enter apartment and retake possession of it as if you have moved out; or (b) go to court and ask that that all occupants in the apartment be compelled to move out.

- 34) Tenant must reimburse Landlord for any of the following fees and expenses incurred by Landlord:
- Making any repairs to the apartment or the building which result from misuse or negligence by Tenant, your visitors or people work for you;
  - Correcting violations of government agencies or orders and regulations of insurance rating organizations concerning the apartment or building caused by Tenant, your visitors, or people work for you;
  - Preparing the apartment for the next Tenant if you move out before the lease ending date;
  - Removing all property after this lease is ended;
  - Any legal fees brought by owner against you;
  - In event it becomes necessary to enforce this agreement through the service of an attorney;
  - All other expenses incurred by Landlord because of your failure to obey any other provisions of this lease;

Tenant shall pay these fees and expenses to Landlord as additional rent within 30 days after you receive owner's bill or statement. If this lease has ended when these fees or expenses are incurred, you will still be liable for the same amount of damages.

- 35) This lease is subject and sub ordinate to any existing or future lease or mortgage on the building or land, including any renewals, consolidations, modifications of these leases and mortgages. If certain provisions of any of these leases come into effect, the holder of such lease or mortgage can end this lease. If this happens I agree that I have no claim against Landlord or such lease or mortgage holder. If Landlord requests, I will sign promptly an acknowledgement of the subordination in the form that the owner requires.
- 36) I am aware that the Landlord must be notified about any changes in information provided on the rental application, i.e. employment, dependents...

37) Even if Landlord fails to take action against you after you've failed to do as you've agreed on this lease, it does not prevent Landlord from taking action at a later date if you again do not do what have agreed to. Only a written agreement between the Landlord and Tenant can waive any violation of this lease.

38) When the lease ends Tenant must remove all movable property and all installations and attachments even if it was done with the owner's consent. Tenant must then restore to its original condition those portions of the apartment affected by those installations and removals. If your property remains in the apartment after the lease ends, owner may either treat Tenant as still in occupancy and charge you for use, or may consider that you have given up the apartment and any property remaining in the apartment, in which event Owner may either discard the property or store it at your expense. Tenant agrees to pay owner for all costs incurred in removing such property. These provisions will continue to be in affect after the end of this lease.

39) Remarks:

-No parties of any kind on roof or public areas.

---

---

---

---

---

---

---

---

---

---

Tenant  Date 6/21/2023

Tenant  Date 6/21/2023

Landlord \_\_\_\_\_ Date \_\_\_\_\_

Landlord \_\_\_\_\_ Date \_\_\_\_\_