

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease")

BETWEEN:

Jingjiang Li and Yong Gu

(collectively and individually the "Landlord")

- AND

Angelina David and Christina David and Mary David

(collectively and individually the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the duplex, municipally described as **151 Hillcrest Ave Manhasset NY 11030** (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord, except for:
Angelina David
Christina David
Mary David
Joseph Martin
Marcellina David Simeons
John David
Terence Simeons
David Simeons
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. No animals are allowed to be kept in or about the Property without the revocable written permission of the Landlord.
5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property.
6. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

Term

7. The term of the Lease commences at 12:00 noon on **November 28, 2021** and ends at 12:00 noon on **July 31, 2022**.
8. Upon the greater of 30 days' notice and any notice required under the applicable legislation of the State of New York (the "Act"), the Landlord may terminate this tenancy if the Tenant has defaulted in the payment of any portion of the Rent when due, and that amount is still due after any grace period required by the Act.
9. Upon the greater of 30 days' notice and any notice required under the Act, the Landlord may terminate this tenancy if the Tenant has breached any provision of this lease.
10. Upon the greater of 60 days' notice and any notice required under the Act, the Landlord may terminate this tenancy without cause or reason.
11. Upon the greater of 60 days' notice and any notice required under the Act, the Tenant may terminate this tenancy without cause or reason.

Rent

12. Subject to the provisions of this Lease, the rent for the Property is **\$5,000.00 per month** (the "Rent").
13. The Tenant will pay the Rent on or before the First of each and every month of the term of this Lease to the Landlord at 65 Virginia Dr, Manhasset, New York 11030 or at such other place as the Landlord may later designate by direct debit from a bank or other financial institution or Money order or Certified check.
14. The Tenant will be charged an additional amount of \$5.00 per day for any Rent that is received after the latter of the due date and the expiration of any grace period under the Act, if any.
15. **The First Month rent will be paid on lease signing.**
16. Tenant paid a one month rental as a deposit when the lease signing. Landlord will keep the deposit until terminating this lease. **Start from 01/01/2021 until the end of lease**, pay the rental month by month.
17. **Landlord will give three days free between 11/28/2021 to 11/31/2021. The utilities on those three days should be paid by the Tenant.**

Security Deposit

18. On execution of this Lease, the Tenant will pay the Landlord a security deposit of **\$5,000.00** (the "Security Deposit").
19. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at Chase located at 330 Plandome Rd, Manhasset, NY.
20. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
21. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;

- c. unplugging toilets, sinks and drains;
 - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
 - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
 - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
 - h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
 - i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
 - j. any other purpose allowed under this Lease or the Act.
22. For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.
23. The Tenant may not use the Security Deposit as payment for the Rent.
24. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: _____ unknown for now _____, or at such other place as the Tenant may advise.

Inspections

25. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

26. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c. removing or adding walls, or performing any structural alterations;
 - d. installing a waterbed(s);
 - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
 - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
 - g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

27. The Tenant is responsible for the payment of all utilities in relation to the Property.

Insurance

28. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

Attorney Fees

29. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

30. This Lease will be construed in accordance with and exclusively governed by the laws of the State of New York.

Severability

31. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

32. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

33. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

34. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Additional Clauses

35. Tenants should give proper notice when they want to move out. If the tenant decides to end / break a lease, please notice the landlord at least 60 days before the end of the rent period and allow the landlord show the house before they vacate.

36. Landlord will give the key to Tenant on 11/28/2021.

37. Landlord will not provide the professional clean before moving in.

Damage to Property

38. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the

Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Maintenance

39. The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
40. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.
41. The Tenant will also perform the following maintenance in respect to the Property: snow removal; trash and recycling for the property; lawn and garden care.

Care and Use of Property

42. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
43. The Tenant will not engage in any illegal trade or activity on or about the Property.
44. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
45. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
46. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
47. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

48. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Address for Notice

49. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

a. Name: Christina David

Phone: 5163044952

Email: davidchristina3@gmail.com

b. Name: Angelina David

Phone: 5167108861

Email: Angelinadavid205@gmail.com

50. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the

Landlord's address for notice is:

Name: Jingjiang Li and Yong Gu.

Address: 65 Virginia Dr, Manhasset, New York 11030.

The contact information for the Landlord is:

Phone: 3472851966 / 6462560709

Email address: Kevinjill2012@gmail.com.

General Provisions

51. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
52. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
53. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
54. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
55. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
56. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
57. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
58. If the Tenant moves out prior to the natural expiration of this Lease, a re-rent levy of **\$5,000.00** will be charged to the Tenant.
59. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
60. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
61. This Lease constitutes the entire agreement between the Parties.
62. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
63. Time is of the essence in this Lease.

Jingjiang Li and Yong Gu

Date

Angelina David

Date

Christina David

Date

Mary David

Date

Lead-Based Paint Disclosure

Property: 151 Hillcrest Ave, Manhasset, New York 11030

Landlord: Jingjiang Li and Yong Gu

Tenant: **Angelina David and Christina David and Mary David**

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.
2. The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.

Landlord: Jingjiang Li and Yong Gu

Date

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

1. the information contained in the above Landlord's Disclosure including the above-mentioned reports and records; and
2. the pamphlet *Protect Your Family from Lead in Your Home* (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency.

Tenant: Angelina David and Christina David and Mary David

Date

Asbestos Disclosure

Property: 151 Hillcrest Ave, Manhasset, New York 11030

Landlord: Jingjiang Li and Yong Gu

Tenant: **Angelina David and Christina David and Mary David**

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has investigated and there is no asbestos in or about the Property.
2. The Landlord has NO records or reports with respect to asbestos in or about the Property.

Landlord: Jingjiang Li and Yong Gu

Date

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Tenant: Angelina David and Christina David and Mary David

Date