

## LEASE AGREEMENT

This Agreement is made by and between:

Lessee/ Tenant: \_\_\_\_\_

Lessor: \_\_\_\_\_

The lessor hereby agrees to lease the room of this property located in: 515 47<sup>th</sup> Street, 2FL, Brooklyn, NY 11220, Room to the tenant for living.

### Term and Conditions

1. **Term.** The term of this sublease shall begin on \_\_\_\_\_ and shall continue on a monthly (from the beginning to the end of each month) periodic tenancy basis, terminable by either party by the giving of a written notice pursuant to Paragraph 12 of this Agreement (A Periodic Tenancy) as follows subject to the payment of rent for one month and the security deposit.
2. **Rent.** The rental payment \_\_\_\_\_ shall to be paid in advance on or before the first day of every month, either by cash, venmo or bank transfer without deduction or offset.
3. **Security Deposit.** The security deposit is one month rent to secure tenant's performance of the covenants contained herein. No part of this deposit is to be considered as an advance payment of rent, including last months' rent, nor is it to be used for refunded prior to the leased premises being permanently and totally vacated by the tenant. After the tenant has vacated the premises, the lessor shall furnish tenant with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by tenant. Lessor may withhold that portion of tenant's security deposit necessary (a) to remedy any default by the tenant in the payment of rent or any other provision of this Agreement, (b) to repair damages to the premises, to include repainting, but exclusive of ordinary wear and tear. The room should be well cleaned before moving out. The unused portion of this deposit shall be returned to the lessor without interest, according to law.
4. **Utilities.** The tenants will share to pay for the utilities used in the property on the continuity of the lease of the Property, which includes the electricity, gas, internet and necessary living stuff. The utilities will be split by all the roommates equally.
5. **Late charge:** Tenant acknowledges that Lessor will incur certain administrative cost in connection with late Rental payment, and that the amount of such administrative cost would be difficult or impracticable to ascertain. If the tenant fails to pay the rent in full by the end of the 5 days after it is due, the tenant shall pay a late charge of \$ (5% rent) as additional rent for each day. Lessor does not waive the right to insist on payment of rent in full on the day it is due.
6. **Furnishings.** Their furniture in the room has been indicated in the photos before moving in. The communal furniture for the house includes refrigerator, gas stove and microwave oven. Unless the landlord is responsible for part of the repairs or change, all members in the house shall share or the tenant shall bear the repair or change, depending on the cause of it. All tenants share the communal space and shall clean it after use.
7. **Acceptance of premises.** Tenant has inspected the premises, furnishing and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.
8. **Guest Policy.** No male or female guests are allowed to stay overnight.
9. **Pets.** No animal, pet shall be kept on or about the premises without the prior written consent of the lessor.

10. **Security.** Tenant acknowledges that lessor has made no representation that the property is a “secure” complex, and that tenant is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of lessor’s property and are not a warranty of protection nor are they specifically provided for the protection of tenant or guest’s person or property. The tenant shall take appropriate measures to protect their own property, and report to the Police any suspicious activities, persons or events occurring on or about the general premises.
11. **Rules.** Smoking or doing drugs are strictly restricted.
12. **Termination.** If this Agreement is a periodic tenancy, either party may terminate the tenancy by the service of at least 30 days written notice. In the absence of any written communication between the parties, the residency shall continue on a monthly periodic tenancy basis, including any changes, i.e. rent adjustments, having been made by lessor with proper written notice.
13. **Default.** In the event of a default by tenant, lessor may elect to (a) warn the tenant and negotiate about the terms, (b) terminate the lease, confiscation the deposit and distribute it with all residents in the house for the rest of deposit, (c) at any time, terminate all of tenant’s rights hereunder, and recover from the tenant all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the tenant proves could be reasonable avoided, and any other damages as provided by law.
14. **Acknowledgment.** The parties hereby acknowledge and understand the terms herein set forth in this Agreement. The lease can be terminated if the agreement cannot be reached.
15. **Security information.** The ID photocopy and social security number copy are required to keep in records for security purpose. The information shall not be disclosed or used for other purposes. As return, both parties reached the agreement above.

Lessor:

Tenant/Lessee:

DATE: