

**APARTMENT LEASE AGREEMENT** between Landlord and Tenant signed below (use of singular includes all signed tenants) for rental of the apartment indicated below in Landlord's development as follows:

**1. LENGTH OF LEASE-TOTAL RENT-MONTHLY INSTALLMENTS-LATE CHARGE**

The length of the lease, total rent and monthly rent installments shall be as set forth below. Tenant shall pay monthly rent punctually on the first of each and every month as indicated on page 3; and shall add 5% late charge for installments received after 5th of the month, plus an additional 5% after the 15th of the month. When a bank refuses payment of a rent check for proper cause, it shall be considered the same as if no rent were received at all; and Tenant shall promptly replace unpaid check by money order, adding the late charge, plus expenses, if any. Landlord may change name and address for rent payment at any time by written notice to Tenant.

**2. ONLY RESIDENTIAL USE FOR PERSONS LISTED-NO TRANSFER**

Tenant shall use leased apartment only as residence for persons listed in the application; and shall not transfer all or any part of the apartment to anyone else without Landlord's signed approval. Persons subletting with Landlord's written approval shall also be bound by this rule against transfer. Tenant clearly understands the major importance of this clause, not only to Landlord, but especially to other Tenants of the development; and if Tenant be in violation of this clause, Landlord may repossess the apartment as provided in Clause "9" below. Original Tenant remains liable for all rent and other charges due or incurred to the end of the term of the lease.

**3. DAMAGE TO EACH OTHER'S PROPERTY, APARTMENT'S CONDITION WHEN VACATED**

Landlord shall pay reasonable cost of repair or replacement for damage to Tenant's property caused only by those working for Landlord. Tenant shall pay reasonable cost of repair or replacement for damage to Landlord's property caused by apartment occupants and visitors. When Tenant moves out, the apartment shall be left in the same condition as at beginning of Lease, except for reasonable wear and tear, and except for damage not caused by occupants or visitors.

**4. GOVERNMENTAL LAWS AND REGULATIONS. INSURANCE CO. REQUIREMENTS & RATES**

Landlord and Tenant shall comply with all governmental laws and regulations; also regulations of New York Board of Fire Underwriters. Tenant shall not do, or allow anything to be done which will raise the fire or liability insurance rates on the building or buildings.

**5. DEVELOPMENT RULES AND REGULATIONS FOR OCCUPANTS AND VISITORS**

For safety, care, and cleanliness of the development, for the preservation of good order among all development occupants and visitors, and for their comfort, quiet, and convenience, Tenant agrees that apartment occupants and visitors shall observe and comply with "RULES AND REGULATIONS" listed below. Should they become necessary for the above purposes, Landlord may add additional items to the list by written notice to Tenant. All such "RULES AND REGULATIONS" are hereby made part of this Lease; and if occupants or visitors in Tenant's apartment shall violate any one of them, Landlord may repossess the apartment as provided in Clause "9" below.

**6. DAMAGE TO APARTMENT BY FIRE, FLOOD OR EXPLOSION**

If the apartment shall be partially damaged by fire, flood, explosion, etc., Landlord shall make repairs as speedily as possible; and if it be so damaged that Tenant must move out during repairs, no rent need be paid for the period of such repairs, unless Landlord offers Tenant possession of a similar apartment in the development for such period; but in the event it be so damaged that Landlord decides repairs cannot be made within three months, or decides not to make repairs at all, then rent shall be paid up to the date of such damage, at which time the Lease shall come to an end. This paragraph shall not excuse Tenant from payment for damage to Landlord's property under Clause "3" above, if it be found that the fire, flood or explosion, etc. was caused by occupants or visitors in Tenant's apartment.

**7. SECURITY DEPOSIT**

Tenant has deposited with Landlord a security deposit, as indicated below. The security deposited, shall be security for payment of rent and performance of all other obligations of the lease, its renewals and extensions. When Tenant moves, out at the end of the Lease, Lease renewals, or extensions without owing Landlord any rent or other charges due under the lease, Landlord shall return the security deposit with interest provided by law, but any rent arrears, late charges, charges pursuant to Clause "3" above, or other unpaid charges due from Tenant may be deducted by Landlord.

**8. OPTION TO DECLARE TOTAL RENT DUE ON MONTHLY DEFAULT**

Regardless of anything else in the Lease which may appear to the contrary, it is clearly understood that the apartment is leased for the "TOTAL RENT", covering the full "LEASE PERIOD" as set forth below; that "Monthly Installments" provided below are strictly for the convenience of Tenant, and default in payment of one installment shall give Landlord the option of declaring balance of "TOTAL RENT" due and payable by a demand in writing. Landlord's option shall continue even after notices or legal papers seeking to collect only arrears in "Monthly Installments" of "TOTAL RENT". Tenant remains responsible for all lease obligations even after eviction or abandonment.

**9. REPOSSESSION AFTER BREACH BY TENANT-LIABILITY THEREAFTER**

If Tenant be in default of any lease obligation other than payment of rent, including illegal activity, and the default be continued after a three day written notice, Landlord may follow the three day notice with a five day written notice bringing the Lease to an end on the fifth day, at which time Landlord may repossess the apartment with Tenant's liability continuing as provided in this paragraph. If Landlord should end the Lease by such three and five day notices, or if the apartment be abandoned by Tenant, or in case Tenant default in payment of any rent installment, Landlord may at any time thereafter resume possession of the apartment by any lawful means, remove all occupants and personal property, by dispossession proceeding, by changing locks (permitting occupants to remove their possessions on request, or if not removed within a reasonable time, to be presumed abandoned as provided in Clause "12"), or by otherwise securing the apartment against entry by Tenant, without being liable to prosecution by or damage to Tenant. In any such case, Landlord shall have the option to relet the apartment as Agent of Tenant or otherwise, for any lease period without regard to un-expired portion of this Lease, with any free rent concession or reduced rent, applying the rent first to cost of regaining possession and re-renting the apartment including legal expenses, attorney's fees, broker's fee for renting, cleaning, repairs, and painting; and then to the payment of rent and other charges under the Lease; and Tenant agrees, whether or not Landlord has re-rented the apartment, to pay to Landlord all damages for failure to observe obligations of the Lease, less the net proceeds of re-renting, if any, after the above deductions, and less any other credits due to Tenant under the Lease, and the same shall be payable by Tenant on demand. Tenant hereby expressly waives any and all rights to redeem the apartment after eviction by any Court or Judge. Tenant hereby waives all rights to trial by jury in any legal action by either party to this agreement. In case a breach or threatened breach of the Lease is a danger to property or people within the development, Landlord shall have the right to obtain from any Judge or Court in the area, an order to stop Tenant from the dangerous breach.

**10. HEAT-HOT WATER-GAS-ELECTRIC-REFRIGERATOR-INTERRUPTION OF SERVICE**

If the following services are customarily provided by Landlord, they shall be supplied to Tenant within the limits of existing systems and on the following conditions: (a) Hot and cold water in reasonable quantities at all times; (b) Heat at reasonable hours during the cold season of the year. Unless otherwise indicated below, where the apartment is served by separate meters for gas, electric, etc., Tenant shall make applications for them, and these services shall be furnished at Tenant's expense. Interruption of services for repairs shall not be considered a breach of the Lease or eviction by Landlord giving Tenant any right to stop payment of rent, or bring the Lease to an end and move out, if services be restored within a reasonable time, and Landlord's employees take reasonable steps to minimize Tenant's discomfort until completion of repairs. If the apartment be equipped with a refrigerator for Tenant's use, Landlord shall not be responsible for failure of refrigeration, leakage, or any other defect which may arise if full service is restored promptly after written notice to the development office. Landlord shall have no duty to restore service where the interruption is caused by apartment occupants or visitors. Tenant shall make no alterations or additions to the electric equipment or appliances without signed consent of Landlord each time. Any service to be performed for Tenant under this Lease shall not be considered breached, if Landlord be prevented from supplying such service because of strike, labor trouble or other cause beyond Landlord's control.

**11. UTILITIES**

Utilities for which the Tenant has financial responsibility must be kept in Tenant's name for the entire lease period.

## **12. LANDLORD'S RIGHT TO ENTER APARTMENT**

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Landlord and authorized agents or employees shall be permitted to visit and examine the apartment at reasonable hours during the day. Landlord's authorized agents or employees may enter to make or speed-up repairs in any part of the building, or for the protection of the building and its occupants any time during the workday, and in case of emergency, any time at all. During the two months before the end of the Lease, applicants for a new lease shall be allowed to see the entire apartment at reasonable hours of the day or evening, by appointment if Tenant shall be home. If there be nobody at home to permit entry to the apartment when it shall be necessary, Landlord, its authorized agents and workmen may enter by pass-key or otherwise, and shall be liable for any damage caused to Tenant's property as provided in Clause "3", but shall not relieve Tenant from continuing obligations under the Lease. If Tenant shall cease to occupy the apartment before the Lease expiration, whether or not furniture or other personal property be left behind, Landlord shall have the right to take possession of the apartment as provided in Clause "9", and shall have the option of considering Tenant's personal property abandoned to be disposed of in any manner Landlord sees fit, including removal of all or any part as rubbish or garbage, storing at Tenant's expense, leaving certain affixed items to become part of the apartment, or selling anything saleable, and applying the proceeds toward minimizing Tenant's damages for breach of the Lease. After repossessing the apartment, it shall be dealt with by Landlord and Tenant shall be liable for damages as provided in Clause "9".

## **13. LEASE INFORMATION OR OMISSION IN APPLICATION**

If it be found that any part of the application was falsely completed, or if Tenant has omitted any information, Landlord may treat it as a breach of the Lease, and may proceed against Tenant as provided in Clause "9".

## **14. CREDIT VERIFICATION**

Tenant authorizes Landlord to obtain verification of credit history, to include a criminal search, at any time until all of Tenant's lease obligations have been fulfilled.

## **15. TAKING FOR PUBLIC USE ENDS LEASE**

If any part of the apartment be taken for a public use, the Lease shall come to end on the date of the taking, and Tenant's rent shall be apportioned to that date.

## **16. AUTOMATIC LEASE RENEWAL**

Unless Tenant notifies Landlord or Landlord's resident manager in writing, or unless Landlord notifies Tenant in writing, at least 60 days before the expiration of the term of this lease, of an intention to terminate said lease, this lease shall be automatically renewed upon a month to month basis under the covenant set forth in Clause "17". Notwithstanding the provisions of the paragraph, Landlord and Tenant may enter into another written lease agreement the terms of which shall supersede any previous lease agreements.

## **17. HOLDOVER**

(A) If Tenant or a duly authorized Sub-Lessee shall remain or continue to remain or continue to be in possession of the leased premises or any part thereof after the termination of this lease, Landlord shall at its option, have the right to charge them actual damages for the time such possession is withheld, or to treat such holding over as a renewal by Tenant, or Sub-Lessee, on a month to month basis at the rental amount determined by Landlord. In the event Landlord elects to treat such a holding over as renewal of this lease each and all of the terms of this lease except the rental amount shall remain in full force and effect for the renewal term.

(B) In the event no renewal is desired, or if it is refused by Landlord, Landlord shall proceed to attempt to let the premises to another and charge Tenant for any damages resulting from failure to deliver possession on the date of termination, in addition to other rights accruing to Landlord hereunder.

## **18. DEVELOPMENT GROUND LEASES AND MORTGAGES SUPERIOR**

This lease is subject to all present or future mortgages or deed of trust affecting the Landlord's property, of which this leased apartment is a part. Tenant hereby appoints the Landlord as his/her attorney-in-fact to execute and deliver any and all necessary documents to subordinate this Lease to any such mortgage or deed of trust or other document evidencing a security interest in the Landlord's property, of which this leased apartment is part.

## **19. WAIVER OF RIGHT TO REDEEM AFTER EVICTION BY COURT ORDER**

Tenant shall not be entitled to any right to redeem the apartment under Section 761, or any similar future law, after eviction by Court Order.

## **20. TENANT OBLIGATIONS ALSO LEASE CONDITIONS**

It is further agreed that all obligations in the Lease on Tenant's part to be performed are also to be considered Lease conditions; and any default by Tenant shall give Landlord the right to bring the Lease to an immediate end. Landlord may then repossess the apartment and hold Tenant liable for damages as provided in Clause "8 or 9".

## **21. TENANT'S PEACEABLE AND QUIET ENJOYMENT OF RESIDENCY**

Landlord agrees that Tenant, on paying rent and performing all other obligations in the Lease, shall and may peaceably and quietly have, hold and enjoy the apartment during all of the Lease period, but not after possession and collection of rents is taken from Landlord by superior claims referred to in Clause "18", or any other superior claims.

## **22. CHANGES OF LANDLORD**

"Landlord" as used in this lease shall include owners or lessees of the entire development and those with interest superior to owner in temporary possession, such as mortgagee and land lessee referred to in Clause "18", and all other superior interests taking temporary possession of the development. Landlord shall be relieved of all obligations under the Lease (except disposition of Security Deposit, if any, as provided by law) in the event of sale, lease, or permanent taking over by a superior interest of the building containing Tenant's apartment. The purchaser or lessee shall assume all obligations under the Lease, and the superior interests taking over have the option of assuming the obligations of the Lease, entering into a new Lease Agreement with Tenant or repossessing the apartment.

## **23. WASHING MACHINE-DRYER-DISHWASHER-GARBAGE DISPOSAL-AIR CONDITIONER**

Tenant shall not use or permit the use of, install or permit the installation of any clothes washing or drying machine, dishwasher, garbage disposal unit, and air conditioning unit or any appliance not approved by the Landlord of whatever make or manufacture, automatic or non-automatic.

## **24. ENTIRE AGREEMENT IN LEASE-NOTHING ORAL-CHANGES BY SIGNED WRITING ONLY**

This Lease contains the entire agreement between the parties, and may not be changed in any way except in writing signed by both Landlord and Tenant, any oral understanding or agreement shall have no effect whatsoever.

## **25. ELECTRIC APPLIANCES BEYOND WIRING CAPACITY**

Tenant shall not use any type of electric appliance, which will draw current in excess of local codes or insurance underwriter's recommendations.

## **26. SATELLITE DISHES**

Satellite Dishes of 1 meter or less in diameter may only be installed within the Tenants unit or on their private balcony or patio. Prior to installation, Landlord must approve in writing (as by initialing the plans) the specific installation which cannot include any drilling into walls, roofs, windows, balconies, patios or railings. The Tenant indemnifies and holds the Landlord harmless and assumes total responsibility for any personal injury or property damage arising out of the installation or presence of the dish. Landlord at its option may require an additional security deposit not to exceed one month's rent.

## **27. SENIOR CITIZEN LEASE TERMINATION**

Any Tenant age 62 or older may terminate this lease by providing Landlord with no less than 30 days written notice before the 1<sup>st</sup> day of any month accompanied by documentation of admission to certain residential alternatives including health care and adult care facilities.

## **28. IN EVENT OF DEATH LEASE BINDS ESTATE**

In the event of death before the expiration of the Lease period or re-rental of apartment, the Lease shall be binding upon the Estates of Landlord or Tenant.

## **29. EACH OF SEVERAL TENANTS LIABLE FOR ALL**

If this Lease be signed by more than one Tenant, each one may be held liable for all the obligations of the Lease.

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## 30. RULES AND REGULATIONS

1. Common areas including the public halls and stairways shall not be obstructed nor used for children's play, nor for any purpose other than for entering and leaving the apartments, nor shall children be permitted to congregate or to play in front of or around the buildings, on the roofs or fire escapes, on the grass or planted areas, or any other place other than the playgrounds provided for that purpose.
2. Automatic laundry washing and drying machines shall be used in such manner and at such times as may be arranged by the management. Tenant shall not dry clothes by airing outside the apartment or hanging or exposed in windows.
3. Tenant shall not make, nor permit any of their family, friends, visitors, or servants to make any disturbing noises in the buildings, to walk with shoes on floors without carpets, to operate a stereo, radio or television at unreasonably loud volume or unreasonable hours, to play upon any musical instrument except for practice in learning limited to 1 hour a day between 10 AM and 8 PM, or do anything else that will interfere with the rights, comforts, and conveniences of other tenants in the development.
4. Tenant shall not throw or sweep or permit family, friends, visitors or servants to sweep or throw anything out of the windows or doors, or into the hall or stairways of the buildings or to block the fire escapes or window sills in any way.
5. No baby carriages, children's toys, bicycles or anything else shall be allowed to remain in halls, passageways, areas or courts of the buildings. If Landlord arranges to pick up garbage and rubbish at the door, it must be left outside the door in decent looking securely covered containers only at such times as Landlord schedules; but if in place of pick-up at the door, Landlord provides special large containers in the basement or outside areas, Tenant shall keep the securely covered small container inside the apartment, and neatly deposit each day's accumulation in Landlord's special large container without scattering any of the contents in an unsightly manner around the container.
6. The water closets, basins and other plumbing fixtures shall not be used for any purpose other than those for which they were designated, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into the same. If furnished by the Landlord, garbage disposal shall only be used in accordance with the disposal instructions. All refuse shall be timely removed from the apartment and placed in the receptacles provided for this purpose. Refuse receptacles are to be closed at all times when not in use. Waterbeds are not permitted.
7. No sign, signal, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall be approved in writing by Landlord. Installation of aerial wires on any part of the building is expressly forbidden.
8. No shades, awnings, blinds or window guards shall be used, except such as shall be approved by Landlord.
9. No dogs or other animals shall be kept or harbored in the demised premises.
10. Tenants shall not alter or replace locks or install new locks or knockers or other attachments upon any door of the apartment.
11. Running exposed wires for electrical appliances or fixtures in violation of the Building Code is prohibited.
12. No furniture may be stored in the storage rooms if one shall be provided by Landlord, furthermore Landlord is not responsible for items stored.
13. Landlord shall not be responsible for any articles delivered to or left with any employees.
14. Tenant, family, friends, visitors or servants shall obey the parking, garaging and any other traffic regulations for the safety, comfort and convenience of all Tenants.
15. Tenant shall not require or allow any windows in the demised premises to be cleaned from the outside, in violation of Section 202 of the New York State Labor Law, or any present or future law governing same.
16. (Initials) No motor vehicle of any kind is allowed on the lawn for any reason. Tenant agrees to pay a \$100.00 fine for violating this regulation in addition to any damages incurred. Landlord may tow any unlicensed, inoperable or undriveable vehicle at Tenant's expense following 14 days written notice to Tenant.
17. Landlord reserves the right to rescind or change any of these rules and to make such other rules and regulations from time to time as may be deemed needful for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all the Tenants.

## 31. REDECORATING FEE

Resident(s) has paid Landlord the sum set forth below as a non-refundable redecorating fee to be used for returning the apartment to rent ready condition at the termination of Resident(s) tenancy. This fee applies to normal wear and tear only and will not be applied to damages and or conditions considered to be beyond normal wear and tear.

## 32. (Initials) VIOLATION OF NO PET RULE "9"-50% RENT INCREASE ETC.

In the event Rule "9" of the "RULES AND REGULATIONS" set forth above, dealing with pets, etc., is violated, Tenant shall increase monthly rent installments, from the beginning of the violation, by 50%. This shall not affect Landlord's right to end the Lease and repossess the apartment as provided in Clause "9". Landlord is granted the further right of removing the pet from the apartment without notice to Tenant and without in any way becoming liable to Tenant for any injury to, or loss of, the pet if so removed.

## 33. (Initials) RULES CONCERNING ADDITIONAL OCCUPANTS

Occupancy of the leased apartment is limited pursuant to New York Real Property Law. Exceeding the number of occupants permitted by such law may result in an increase in rent of 50%, or termination of the lease. In addition, for security purposes, landlord must be informed of the names of any additional occupants within 30 days after such occupancy is commenced.

## 34. (Initials) RENTER'S INSURANCE

Renters insurance provides Tenant with personal property and liability coverage. Landlord requires that Tenant secures renters insurance with a \$300,000 minimum liability coverage. Landlord is not responsible for Tenant's personal property. Landlord is not responsible for personal injuries or property losses caused by Tenant. Tenant's failure to maintain a renters insurance policy may result in significant financial exposure to tenant for both their own personal property and losses to others including Landlord.

35.

PREMISES: \_\_\_\_\_, Rochester, NY 14623 APT. NO. \_\_\_\_\_ ACCT. NO. \_\_\_\_\_

LEASE PERIOD: BEGINS: \_\_\_\_\_ ENDS: \_\_\_\_\_ LEASE TERM: \_\_\_\_\_

TOTAL RENT \$ \_\_\_\_\_ MONTHLY INSTALLMENTS: APT. \$ \_\_\_\_\_ Miscellaneous \$ \_\_\_\_\_ TOTAL MONTHLY \$ \_\_\_\_\_

PLUS 5% IF RECEIVED AFTER 5<sup>TH</sup> OF THE MONTH, AND ADDITIONAL 5% IF RECEIVED AFTER THE 15<sup>TH</sup> OF MONTH (SEE PARA. #1)

\*PRO-RATED RENT TO FIRST OF MONTH, IF ANY \$ \_\_\_\_\_

NON-REFUNDABLE APPLICATION FEE(S) \$ \_\_\_\_\_

NON-REFUNDABLE REDECORATING FEE(S) \$ \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ OTHER DEPOSIT \$ \_\_\_\_\_ TOTAL DEPOSIT \$ \_\_\_\_\_

TOTAL RECEIVED \$ \_\_\_\_\_

RENT TO BE PAID ONLINE BY ECHECK @ RENTPAYMENT.COM

TENANT(S) \_\_\_\_\_ BY: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

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oriented by: \_\_\_\_\_ Date: \_\_\_\_\_