

RESIDENTIAL LEASE

This Residential Lease (the "Lease" or the "Agreement") shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Landlord/Lessor/Agent JMC CAPITAL MANAGEMENT INC, shall be referred to as "OWNER" and Tenant(s)/Lessee, NICHOLAS P MCLAREN and MARGARET ELAINA MCLAREN, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at 20 SENECA PARKWAY, APARTMENT 1 in the city of ROCHESTER, NEW YORK (the "Residence").

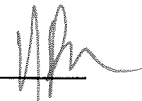
1. TERMS: RESIDENT agrees to pay in advance \$850.00 per month (the "Rent") on the 3rd day of each month starting March 3rd, 2020. This agreement shall commence on February 1st, 2020 and continue until February 1st, 2021 as a leasehold. Notwithstanding that the term of this Lease commences on February 1st, 2020 the RESIDENT is entitled to possession of the Residence on January 29th, 2020. If RESIDENT should move from the premises prior to the expiration of this time period, he/she shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter.

2. PAYMENTS: Rent and/or other charges are to be paid at such place or method designated by the OWNER as follows; All payments are to be made by check or money order and cash shall be acceptable. The Security Deposit of \$850.00, February 2020 rent of \$850.00, January 2021 rent of \$850 and three months of indoor parking fee of \$25 per month for a total payment of \$2625 are due prior to the execution of the Lease.

All payments are to be made payable to JMC CAPITAL MANAGEMENT INC, IVA JURKOVIC or JUAN M. CAFE or any other agent or management company that the OWNER may designate with prior written notice to RESIDENT.

3. SECURITY DEPOSITS: The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 15 days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 5 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.

4. LATE CHARGE: A late fee of \$40.00, (not to exceed 5% of the monthly rent), shall be added and due for any payment of rent made after the 8th of the month. Any dishonoured check shall be treated as unpaid rent, and subject to an additional fee of \$25.00.



5. UTILITIES: OWNER agrees to pay all utilities and/or services based upon occupancy of the premises including snow removal for the 2019-2020 winter season and lawn mowing for the duration of the lease.

6. OCCUPANTS: Guest(s) staying over 90 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals, AND NO OTHERS shall occupy the subject residence for more than 90 days unless the expressed written consent of OWNER is obtained in advance;

1. NICHOLAS P MCLAREN
2. MARGARET ELAINA MCLAREN

7. PETS: No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent if granted, shall be revocable at OWNER'S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$150.00 along with the signing of OWNER's Pet Agreement. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible liability and damages that may be caused by such animals.

8. LIQUID FILLED FURNISHINGS: No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the OWNER. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses that may be caused by such items.

9. PARKING: The paved driveway and indoor garage are designated as the parking area/space of the premises (hereinafter referred to as the "Space"). The Space shall be used exclusively for parking of passenger and private automobiles and/or those approved vehicles listed below RESIDENT's Application attached hereto. For the avoidance of doubt the Space is not to be used to park commercial vehicles, caravans, trailers (commercial or private), boats or recreational vehicles.

RESIDENT is entitled to the use of ONE space in the indoor garage. The total number of vehicles parked in the indoor garage may not exceed ONE vehicle. The RESIDENT will receive ONE garage key remote, there is a onetime \$25.00 fee for each lost or unreturned garage key remote.

RESIDENT is entitled to the use of ONE space in the paved driveway.

The total number of vehicles parked on the paved driveway shall not exceed ONE vehicle over a week long period. The total number of vehicles parked in the paved driveway at any given time shall not exceed TWO vehicles.

APPROVED VEHICLES

Make/Model	Registration	Year
Hyundai Veloster	JDU 5544	2013

Said Space shall not be used for the painting, dismantling or repair of vehicles. No other parking space shall be used by RESIDENT or RESIDENT's guest(s) not limited to the grass area of the property. RESIDENT or RESIDENT's guest(s) shall not park in a way that blocks or obstructs access to the lawn mowing company or snow removal company. From time to time the lawn mowing or snow removal company may request that the RESIDENT move any parked vehicles temporarily in order to discharge their duties. The RESIDENT shall comply promptly with the request. RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER.

RESIDENT agrees and understand that the PARKING areas are to be shared with the tenants of 20 SENECA PARKWAY and shall exercise caution and courtesy when parking to ensure no obstruction of exit and entry of other vehicles.

10. NOISE & NUISANCE: RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of the neighbours in the area or of 20 SENECA PARKWAY. The activity may include, but is not limited to loud noise, parties, decorative lighting or strobe lights, large external decorations, plants which interfere with the neighbour's property and any other action or object causing a substantial and unreasonable interference with the neighbour's land or his use or enjoyment of that land. Said noise and/or activity shall be a breach of this agreement.

11. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT's use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

12. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items

provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

15. ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

16. PROPERTY MAINTENANCE: RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler.

RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

17. WASHER/DRYER TEMPORARY REPLACEMENT: OWNER agrees to allow RESIDENT to use the current washer and dryer ("Current Washer/Dryer") located in the basement of the property for no additional fee. The OWNER will not be responsible for maintenance or replacement of the existing WASHER/DRYER. Any use is at the RESIDENT's discretion and expense. The RESIDENT understand that the Current Washer/Dryer is located in an area of common use with other residents and OWNER and will be expected to keep it tidy.

18. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

19. TERMINATION: After expiration of the leasing period, this Agreement is automatically terminated. The RESIDENT must provide notice of intent to renew no less than 30 days before the expiration of the leasing period. The lease may be renewed subject to a rate to be

determined by the OWNER. This agreement may be terminated by either party giving to the other a 30-day written notice of intention to terminate from the expiration of the leasing period. During the last 30 days of this Lease the OWNER and the OWNER's agents will be allowed to display the property to prospective tenants by giving RESIDENT at least 24 hour notice. During this period the RESIDENT must keep the Residence tidy.

Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT's belongings, and keys and other property furnished for RESIDENT's use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

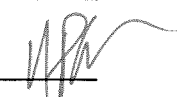
20. POSSESSION: If OWNER is unable to deliver possession of the residence to RESIDENT on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.
 21. INSURANCE: RESIDENT acknowledges that OWNER's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses.
 22. RIGHT OF ENTRY AND INSPECTION: OWNER may enter, inspect, and/or repair the Residence at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the Residence during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. The 24 hour advance notice period may be waived under clause 9 of the Pet Agreement. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER's judgment is necessary to perform. OWNER or OWNER's designated agents are permitted to perform routines inspections of property and complete any routine maintenance, at OWNER's expense to maintain the rental property in a manner that is safe, healthy & fit for habitation and meets or exceeds local codes.
- OWNER and 20 SENECA PARKWAY resident(s) may access the Basement through the independent Basement entrance at any time without any prior notice.
23. ASSIGNMENT & SUBLETTING: RESIDENT shall not assign this Agreement or sublet any portion of the premises without prior written consent of the OWNER.

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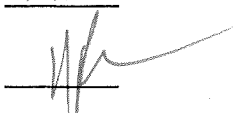
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24. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER's or RESIDENT's rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
25. **NO WAIVER:** OWNER's acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.
26. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.
27. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.
28. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a non-payment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.
29. **KEYS AND ADDENDUMS:** RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check) 1 Keys and 1 Garage Key Remote
Other N/A
30. **SWIMMING POOLS:** RESIDENT shall not erect or permit to be installed any type of swimming pool or hot tub to be used at any time. Temporary wading pools, not to exceed 10 gallons, may only be used while under direct supervision of an adult and shall not be left/stored with water contained inside at any time.
31. **TRAMPOLINES:** RESIDENT shall not be permitted to have a trampoline or any similar device on the front of the property at any time. Trampolines not to exceed a base diameter of 14 feet may be placed in the back portion of the garden only and outside of view from the front of the property.
32. **ORDINANCES AND STATUTES:** RESIDENT shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. RESIDENT shall immediately notify OWNER of any action against the RESIDENT, in relation to the premises, by any municipal, state or federal authority.

Initials Owner 

Initials Resident 

33. INVENTORY: Any furnishings and equipment to be furnished by OWNER shall be set out in a special INVENTORY that shall be signed by all parties and become a part of this Agreement.
34. TV AERIALS & SATELLITE DISHES: RESIDENT may not erect any external TV or radio aerials, satellite dishes or telephone apparatus without the prior written approval from the OWNER.
35. ALTERATIONS & IMPROVEMENTS: RESIDENT may only carry out non-structural alterations and improvements to the property at RESIDENT's cost provided RESIDENT has written permission from the OWNER. OWNER pledges to be reasonable in exercising discretion and will only refuse permission if OWNER has good reasons.
36. NO SMOKING/VAPING POLICY: No smoking or vaping ("Smoking") of any substance is allowed in the interior of the property. If Smoking does occur on the premises: 1) RESIDENT is responsible for all damage caused by the Smoking including, but not limited to, stains, burns, odours, and removal of debris; 2) RESIDENT is in breach of this agreement; 3) RESIDENT, guests, and all others may be required to leave the premises; and 4) RESIDENT acknowledges that in order to remove odour caused by smoking, the OWNER may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit.
37. NOTICES: All notices to RESIDENT shall be served at RESIDENT's premises and all notices to OWNER shall be served at 448 Black Walnut Dr., Rochester, NY 14615.
38. PREMISES: The RESIDENT understands that the PREMISES to be rented are confined to the main residence in 20 SENECA PARKWAY described as a two story dwelling in a multifamily property, the main residence has two entrances (one in the front facing SENECA PARKWAY and one in the back facing the backyard), with three bedrooms, a kitchen, a dining room, a study, a family room, one bathroom and one half bathroom. The PREMISES does not include the Basement or APARTMENT 1. The front lawn, backyard, paved driveway and indoor garage are common areas. The RESIDENT will not store or keep for any extended period of time any belongings in the Basement, indoor garage, outdoor parking space, or common areas.
39. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT.
- No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.
40. RECEIPT OF AGREEMENT: The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.



RESIDENT's Signature _____

Name: MARGARET ELAINA MCLAREN

Date _____

RESIDENT's Signature _____

Name: NICHOLAS P MCLAREN

Date 1-28-2020

OWNER's or Agent's Signature _____

Name: JUAN M CAFE

Date 1-28-2020