

Mel & Jay Management, LLC  
PO Box 11123  
Syracuse, NY 13218  
Office: 315.256.-9817 Fax: 315.256.9871

Residential Lease

This Lease is entered into by and between Mel & Jay Management, LLC, PO Box 11123, Syracuse, NY 13218 ("Landlord"), and

Name: \_\_\_\_\_ Tel: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Tel: \_\_\_\_\_ Email: \_\_\_\_\_

Hereinafter referred to as Tenant(s) In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Landlord and Tenant agree as follows:

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following premises:

\_\_\_\_\_

- Yes**  **No** This Lease also includes all the furnishings and personal property in the Premises.
- Yes**  **No** Tenant has the right to use the common areas which are provided for the use of all tenants.

2. TERM. This Lease will commence on \_\_\_\_\_

This lease is a

- Month to Month Lease and will continue from month to month using the same terms and conditions described herein. Either party may terminate this Lease upon 30 days prior written notice to the other party.
- Annual Lease and will continue for the term of one year. If this lease is not terminated by either party or formally renewed it will automatically become a month to month lease and treated as such by both parties, Either party may terminate this lease on its one year anniversary with 30 days prior written notice.

3. RENT. Tenant agrees to pay to Landlord, without any deduction or set off, rental payments in the amount of: \_\_\_\_\_ per month, payable in advance on the first day of each month during the term of this Lease.

**It is the Tenant's responsibility to deliver rent to Landlord.** Payment shall be made to Landlord at the following name and address: Mel & Jay Management, PO Box 11123, Syracuse, NY 13218

\* Tenant Initials \_\_\_\_\_

4. SECURITY DEPOSIT. Upon the execution of this Lease, Tenant shall pay to Landlord a security deposit in the amount of: \_\_\_\_\_ to be held as security for the payment of rent and the faithful performance by Tenant of all of its obligations in this Lease. Landlord may use the security deposit to repair any damage to the Premises caused by Tenant or its guests, and to clean the Premises upon termination of this Lease if necessary. The security deposit shall be held and applied as provided by the laws of New York. The security deposit may not be applied by Tenant to the payment of rent. If Tenant fully performs its obligations hereunder, the security deposit, or balance, shall be returned to Tenant within 30 days after the termination of this Lease.

5. LATE CHARGES. If Tenant fails to pay any installment of rent or any other amount within 5 days of the date the same is due, Tenant shall pay Landlord a late payment charge equal to \$50.00 payable as additional rent.

6. PAYMENT: Payments to Landlord shall be made in the form of legal tender. In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, a sum of (forty dollars) \$40 will be charged

to the tenant payable as additional rent, and Landlord may require all future payments to be in the form of money order, cashier's check, or cash.

7. USE. The Premises shall be used solely as a private residence by Tenant and occupancy shall be limited to: \_\_\_\_\_ persons.

Tenant agrees to comply with all present and future laws, ordinances and regulations of any public authority relating to the use of the Premises. Tenant shall not make or permit any noisy or offensive use of the Premises, or allow any nuisance or use which might interfere with the quiet enjoyment of other tenants or neighbors. Tenant will not permit any hazardous act or use of the Premises which might increase the cost of fire insurance or cause the cancellation of such insurance. Tenant will not make or permit any waste on the Premises.

8. UTILITIES. Tenant will pay for the following utilities and services furnished to the Premises:

- Gas  Heating Oil  Electricity  Water  Sewer  Municipal trash removal.

Landlord will pay for the following utilities and services furnished to the Premises:

- Gas  Heating Oil  Electricity  Water  Sewer  Municipal trash removal.

Landlord shall not be liable for the interruption or failure of any utility or service if due to any cause beyond Landlord's control.

9. MAINTENANCE AND CONDITION. Tenant acknowledges that it has examined the Premises, furnishings and personal property and that they are in a good and habitable condition.

Tenant shall keep the Premises and furnishings and personal property in a clean and sanitary condition and in as good order and repair as they were at the commencement of this Lease, ordinary wear and tear excepted. Tenant shall use all fixtures, appliances, and facilities in a reasonable manner. Tenant shall dispose of all garbage and insure that all common areas are kept free of trash and waste material.

Tenant specifically authorizes Landlord to charge Tenant as additional rent for any trash removal or cleanup caused by tenant's failure to abide by the above paragraph.

\* Tenant Initials \_\_\_\_\_

Tenant will pay for all damage to the Premises and repairs required due to the misuse or negligence of Tenant or Tenant's guests. Landlord and Tenant each agree to maintain and repair the Premises in compliance with all laws, ordinances and regulations applicable to them. Tenant agrees to promptly give notice to Landlord of any required repairs or unsafe conditions and Landlord will be afforded a reasonable period of time to complete the same.

After fulfilling all other terms of the Lease, release of the Security Deposit is subject to, but not limited to, the following cleaning and repair charges will be applied if not adequately performed by tenant:

- Refrigerator cleaning inside to include defrosting: \$60 minimum
- Cleaning of stovetop, burners, knobs, oven(s) or broiler pan: \$75 minimum
- Cleaning kitchen cabinets, bathroom vanities and medicine cabinets: \$150 minimum
- Removal of any paper, trash or clothes hangers: \$25 minimum
- Cleaning of doors, walls, windows and window sills: \$100 per room minimum
- Mopping floors, cleaning carpets: \$100 per room minimum
- Any burn repair or stain removal: \$100 each minimum
- Unreturned apartment keys for door handles: \$60 per handle
- Unreturned apartment keys for other locks: \$60 per lock
- Replace carpet due to misuse to include any damage caused by pets: \$500 minimum

- Trash removal from grounds or yards: \$50 minimum
- Odor removal (animal, tobacco, fire, dirt, grease, etc.) \$300 minimum

\* Tenant Initials \_\_\_\_\_

10. ALTERATIONS. Tenant shall not paint or deface the Premises, or make any alterations, additions or improvements without on each occasion obtaining the prior written consent of Landlord. Unless otherwise agreed in writing, all alterations, additions and improvements shall become the property of Landlord and shall remain on the Premises at the expiration or termination of this Lease; provided, however, that Landlord, at its option, may require Tenant to remove any such alterations, additions or improvements and restore the Premises to its former condition.

11. DELIVERY OF POSSESSION. If Landlord is unable through no fault on its part to deliver possession of the Premises to Tenant on the commencement date, this Lease will continue in effect, but rent will be prorated according to when possession is given to Tenant. If Landlord is unable to deliver possession within 30 days of the commencement date, either Landlord or Tenant may terminate this Lease and all payments made will be returned to Tenant and all obligations of the parties will cease. Landlord will not be liable for any damages for any delay or failure to deliver.

12. PETS. No animals or pets of any kind may be kept in or about the Premises without Landlord's prior written permission. Keeping animals on the premises without written permission of the Landlord will be cause for termination of tenancy, A minimum damage deposit of \$250 per animal will be required for each animal kept on the premises by Tenant.

13. ACCESS. Landlord and its agents may enter the Premises at all reasonable times and upon reasonable notice to Tenant to conduct inspections, make necessary or desired repairs or improvements, or to show the same to prospective tenants, buyers or lenders. Landlord may also enter the Premises when the same appear to be abandoned and for the purpose of placing signs offering the Premises for sale or rent. In an emergency, and as permitted by law, Landlord may enter the Premises without prior notice to Tenant.

For the purposes of the above paragraph, reasonable times for Landlord entry shall be Monday through Saturday between 8:00 a.m. and 5:00 p.m.

14. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet all or any portion of the Premises without on each occasion obtaining the prior written consent of Landlord.

15. FIRE AND CASUALTY. This Lease will terminate upon a total destruction of the Premises or building containing the Premises due to fire or other casualty and rent will be apportioned as of such date. In the event the Premises or the building containing the Premises are damaged by fire or other casualty so as to render the Premises untenable, rent will be abated until Landlord shall have restored the same to substantially their former condition

16. CONDEMNATION. If the Premises or any part thereof, or any part of the building containing the Premises is acquired or condemned by the power of eminent domain by any public or other authority so as to render the Premises unsuitable for residential purposes, then this Lease may be terminated at the option of either Landlord or Tenant. Rent will be apportioned between the parties as of the date of termination. If this Lease is not so terminated, then rent will be abated according to the nature and extent of the area taken. The entire condemnation award, if any, shall belong exclusively to Landlord.

17. LOSS OR DAMAGE. Unless caused by the negligence of Landlord, Landlord will not be liable for any loss, damage or theft of any property of Tenant or others kept or stored in or about the Premises. Tenant acknowledges that it is Tenant's responsibility to insure its own possessions.

18. INDEMNIFICATION. Unless caused by the negligence of Landlord, Landlord will not be liable for any loss or damage of any property or injury or death to Tenant or any person occurring on or about the Premises. Tenant agrees to indemnify and hold Landlord harmless from all claims, expenses, damages and liabilities of whatever nature, including attorney's fees, relating to the foregoing.

19. DEFAULT. Tenant will be in default of this Lease upon the occurrence of any one of the following events:

- a. failure to pay any installment of rent or any other amount hereunder on the date the same is due;
- b. failure to perform or comply with any other agreement, term or condition of this Lease;
- c. abandonment of the Premises;
- d. any misrepresentation or omission of Tenant or any guarantor made to Landlord in connection with this Lease; or
- e. assignment for the benefit of creditors by, appointment of a receiver for, or any filing of a petition under any bankruptcy or debtor's relief law by or against Tenant or any guarantor.

20. REMEDIES OF LANDLORD. Upon any default by Tenant, Landlord may, at its option, terminate this Lease and/or commence eviction proceedings in accordance with the laws of NY. Tenant agrees to pay all costs and expenses incurred by Landlord by reason of Tenant's default including, without limitation, loss of rents, attorney's fees, costs of regaining possession and re-renting the Premises, storage fees and repairing and cleaning costs. The rights and remedies in this Lease are cumulative, not exclusive, and are in addition to any other rights and remedies available to Landlord at law or equity.

21. NO WAIVER. The failure of Landlord to require strict performance by Tenant of any provision of this Lease is not a waiver for the future of any breach of the same or any other provision herein. Landlord's acceptance of rent is not a waiver of any breach by Tenant.

22. SURRENDER AND HOLDING OVER. At the expiration or sooner termination of this Lease, Tenant will remove its possessions and peaceably deliver possession of the Premises to Landlord in as good repair and condition as they were at the commencement of this Lease, ordinary wear and tear excepted. Any personal property left on the Premises after Tenant vacates or abandons the Premises shall be deemed abandoned and Landlord may remove, store and/or dispose of the same as it sees fit, subject to applicable law. If Tenant holds over beyond the expiration of this Lease and rent is accepted by Landlord, a month to month tenancy only shall be created which will otherwise be governed by the terms and conditions of this Lease.

23. NOTICES. All notices and communications under this Lease shall be in writing and shall be deemed to be properly given when delivered personally or sent by certified mail to Tenant at the address of the Premises or to Landlord at 309 Willis Ave., Syracuse, NY 13204, U.S.A.

24. ENTIRE AGREEMENT. This Lease contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representations that are not set forth herein. This Lease may only be amended in writing and signed by both Landlord and Tenant.

25. INVALID PROVISIONS. If any provision of this Lease shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

26. PARTIES BOUND. This Lease shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

27. RIDERS. The riders and exhibits, if any, attached hereto and initialed by the parties are made a part of this Lease.

THIS IS A BINDING LEGAL DOCUMENT. IF ANY PROVISIONS ARE NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. TENANT ACKNOWLEDGES RECEIPT OF A SIGNED COPY OF THIS LEASE.

A Security Deposit in the amount of \$\_\_\_\_\_ has been paid as of this date.

Rent in the amount of \$\_\_\_\_\_ has been paid as of this date.

**LANDLORD:**

As to Landlord this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_ Print: \_\_\_\_\_

**TENANT:**

As to Tenant, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Sign: \_\_\_\_\_ Print: \_\_\_\_\_