

Lease Agreement

This lease agreement, dated: _____ between Property Management Services LLC. as landlord of the premises described below, and _____ & _____ as tenant(s). Witness that landlord, in consideration of the rent to be paid and the covenants and agreements to be performed by tenant, does hereby rent the following described premises, to wit: Situated in the State of New York, the county of Onondoga, city of Syracuse, and known as the address of: _____.

Terms and Payments:

Tenant agrees to occupy said premises for an original term of __ months, said term to commence on _____, 200__, and end on the last calendar day of _____, 20__, and agrees to pay **without demand** the rental of \$ _____, on or before the 1st (first) of each month and every month hereafter. All payments are to be made in cash, check or money order. If a check given by the tenant for rent is dishonored by the drawee, an additional charge of \$100 (One-Hundred Dollars) shall be added to the rent due for that month, and the late fee will also be assessed if applicable. This 'Check-Denied Fee' is for any reason whatever & is non-negotiable. Additional charges may apply if the result from the aforementioned dishonored check draft.

Late Fee:

A late fee charge of \$5.00 (Five-Dollars) per day will be added to the monthly rent any day after the first day of any month the rental installment is due. Pre-Payments are encouraged to avoid any late fees. Any and all payments to be paid by the tenant under this agreement are to be made out to: PMS LLC, and will be sent to: Property Management Services; 615 N. Salina Street, Syracuse, NY 13208-2508

Pro-Ration of Rent

Tenant agrees to pay a balance of the current month. The pro-ration of rent will be \$ _____ for the time period of _____

Security Deposit:

Security Deposit is Twice the Monthly Rent. Tenant has (will) deposited with the landlord or his agent a security deposit in the amount of \$ _____. Said security deposit is to guarantee the return of the premises to the said landlord in the same or better condition as when accepted by the tenant, reasonable wear accepted. The security deposit is to indemnify landlord against damage and/or loss of value as a result of tenant's action, mistake, or inaction during the term of occupancy. The security deposit may not be applied by the tenant as and for payment of any rent due the landlord prior to the vacating of the premises by the tenant. Should the tenant be responsible for the damages and/or loss of value to the premises greater than the value of the security deposit, tenant agrees to reimburse the landlord for such loss immediately upon presentation of a bill for said damages and/or loss. In the event tenant violates and/or fails to comply with any of the agreements, terms or conditions of this agreement, the security deposit will not be refunded. Remaining Deposit residual can be claimed 30 days after departure & RETURN OF ALL KEYS. Tenancy is in effect until all keys are returned.

Deposit & First Months Rent will be paid in the following installments:

\$ _____ on _____	to total: \$ _____	rcvd: _____
\$ _____ on _____	to total: \$ _____	rcvd: _____
\$ _____ on _____	to total: \$ _____	rcvd: _____
\$ _____ on _____	to total: \$ _____	rcvd: _____
\$ _____ on _____	to total: \$ _____	rcvd: _____
\$ _____ on _____	to total: \$ _____	rcvd: _____

A \$5 (five-dollar) per day late fee is applicable to missed deposit payment deadlines until Paid in Full.

Possession:

The landlord will exercise his/her/their best efforts to deliver possession of the premises upon commencement of this agreement, but will not be liable for any failure to do so beyond his/her/their control. Any such failure will not effect the validity of this agreement, except that the rent will be pro-rated from the date of occupancy.

Examination of Premises:

Tenant has examined the premises and has accepted same as habitable and satisfactory. Tenant shall examine, note & photograph any deficiencies. This on-going evaluation shall be posted to allow the landlord to keep an ongoing maintenance of the properties. Notes can be used at the end of the tenancy to verify that the deficiency occurred prior to the tenant’s occupancy.

Tenants Rules, Regulations & Responsibilities: The tenant shall:

Tenant, while residing in said premises shall observe and act in accordance with all rules, regulations and tenant’s responsibilities as described below. Quiet time is considered 12A-8A Mon-Fri at min.

1. Keep that part of the premises that he/she occupies and uses safe and sanitary.
2. Dispose of rubbish, garbage, and other waste in a clean and sanitary manner.
3. Keep all plumbing fixtures in the dwelling as used by tenant as clean as their condition permits.
4. Use and operate all electrical and plumbing fixtures properly
5. Keep all heating and air conditioning units as clean as possible, changing filters a minimum of at least two times per year.
6. Comply with the requirements imposed on tenants by all applicable State and Local housing health and safety codes.
7. Personally refrain, and forbid any other person who is on the premises with tenants permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises.
8. Conduct him/herself and require other persons who are on the premises with the tenants consent to conduct themselves in a manner that will not disturb the tenants neighbors peaceful enjoyment of their Premises. X _____ X _____ X _____
9. Not unreasonably withhold consent for the landlord or landlords agent to enter the premises, if the tenant is not on the premises and after the tenant has been notified of intended entry, in order to inspect said premises, make ordinary or necessary repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the premises to prospective or actual purchasers, mortgagees, or other tenants, or workmen.
10. Provide adequate heat in the premises to prevent frozen plumbing damage.
11. Be responsible for replacing all Lightbulbs & batteries in smoke alarms in his/her premises. X _____ X _____ X _____
12. Be responsible for general lawn care as needed and the removal of snow/ice from the sidewalks and other cement areas.

Repairs:

Tenant will maintain the premises in good condition. Any damage caused by tenant will be repaired at his/her expense including, but not limited to: broken glass, broken light fixtures, stopped drains where such stoppage is caused by the introduction of foreign objects not normally intended for sewer disposal. The landlord will make all major repairs deemed necessary to comply with the statutory obligations under law within a reasonable time after tenant has given the landlord written notice of the need of such repairs. Such major repairs will be at the cost of the landlord except that any damage caused by the tenant will be repaired at the tenants expense. The tenant will give the landlord or agent prompt notice of any defects or breaking in the structure, equipment, or fixtures of the said premises. The monthly rental installments will not abate because of any failure by the landlord to make repairs.

Occupants:

Tenant is required to notify landlord/agent when there is a change of occupant or a new occupant. All names are required on this lease agreement. The premises will not be used or allowed to be used for unlawful or immoral purposes, nor for any purpose deemed hazardous by the landlord or landlords insurance company because of fire or other liability risk. An additional charge will be charged (retroactive if applicable) for any additional occupants at the rate of \$5/day.

Alterations:

Tenant agrees not to make any alterations or paint or cover walls or surfaces of the rental premises with any material whatsoever without prior written consent of the landlord or agent.

Snowplowing:

Snowplowing is not absolutely guaranteed. Snow emergencies do arise which prohibit effective snow removal; Please prepare for & expect sometimes significant delays during snow events. Be Prepared to Move Your Vehicle when the snow plow arrives. Brushing it off before hand is especially helpful. Tenants help is required for snow mitigation, including drives & walks. **Landlords Liability:**

Landlord shall not be liable for any damages or losses to person or property caused by anyone not under direct control and specific order of the landlord. Landlord shall not be liable for personal injury or damage or loss of tenants personal property from theft, vandalism, water, rainstorms, smoke, fire, explosions, terror attacks or other causes not within the direct control of the landlord and tenant hereby releases landlord from all liability for such damage. (If protection against loss is desired, it is suggested that tenant secure insurance coverage from a reputable and reliable insurance company.) Landlord shall not be responsible for any damage or injury caused by the failure to keep premises repaired if the need for said repair was not communicated to the landlord or agent by the tenant in writing at least 30 days prior to said damage or injury. If storm, flood fire or other catastrophe injures the premises and if the landlord determines that it would be impractical to repair or rebuild, this agreement would terminate without liability to the landlord.

Resident to Insure Possessions:

Lessor is not an insurer of Tenant’s person or possessions. Tenant agrees that Tenant’s property in the apartment or elsewhere in the building shall be at the Tenant’s risk only, and that Tenant will carry such insurance as Tenant deems necessary. Landlord holds no responsibility for the loss or damage to any of the Tenant’s possessions be it to fire, theft, natural disaster or occurrence, nor from any mechanical breakdown or failure, electrical failure or by any other method. Renters insurance is widely available through most insurance agents.

Utility Charges

Tenant agrees to pay all charges and bills incurred for telephone, cable/digital/satellite television, electricity, gas, water and trash, and all other utilities for the premises during the term of this lease agreement or any continuation thereof. The tenant agrees to reimburse landlord for any utility bills paid by the landlord during tenant’s residency. Water usage is split evenly amongst the buildings units. A two-apartment building will be split evenly. Commercial tenants are considered to use an equal share unless otherwise specified. Single-family properties pay 100% of the water. Water is received & paid quarterly, but collected landlord from tenants when demanded. A copy of each water bill is available.

*** Please be aware & report dripping faucets or toilets. ***

Renewal:

This agreement will be automatically renewed under the same terms for successive periods of three-months, unless written notice is received by either party 60 (Sixty) days prior to the beginning termination month.

X _____ X _____ X _____

Vacating:

Upon expiration of this lease agreement or any renewals thereof, tenant may terminate agreement by giving 60 (Sixty) days Written notice of intent to vacate. When vacating after the first of the month, the tenant is responsible for the full months rent unless unit can be rented without lapse. Upon vacation, tenant agrees to return the premises to the landlord in the same or better condition as when received, reasonable wear accepted. The premises should be thoroughly cleaned and in the event of failure to do so, tenant will pay the landlord the cost of having the same done. This includes the following if applicable: Defrosting refrigerator (do not shut door), clean stove (all parts and the hood), mopping and vacuuming floors, shampooing carpets, cleaning out cabinets, removing wax buildup from floors, removing all soap and lime deposits from bath tile, fixtures, tub and sink, cleaning all windows, and returning keys. Tenant shall supply landlord with a valid forwarding address. Typical reasons for withholding portions of a security deposit are, but not limited to: stove or refridgerator cleaning \$30ea, kitchen or bathroom cleaning \$50ea, livingroom, bedroom or other room cleaning \$30ea, windows \$50+, door or mailbox keys \$40ea, garbage removal \$25 per person per hour. General cleaning \$25 per person per hour, painting at \$100 per room plus additional time & materials for preparation. Floors at \$3 per square foot.

X _____ X _____ X _____

Vehicles:

Any vehicle, which shows no appreciable movement for more than 2 weeks, will be considered squatting. A fee of \$5/day shall apply to any squatter-vehicle until the vehicle is removed.

Pets:

No pets or animals will be permitted without the prior written consent of the landlord / agent. Any permission so granted may be revoked at any time by the landlord or agent. A signed pet agreement addition must be signed prior to move in or purchase or adoption of a pet. If permission is granted, the tenant has deposited or will deposit with the landlord a pet deposit in the amount of \$200.00 (Two Hundred Dollars) non-refundable deposit Per Animal.

Waterbed(s)

A signed, separate copy of a waterbed agreement must be signed by both the landlord/agent and tenant prior to installation of the same and otherwise will not be allowed or approved for any floor other than the basement.

Breach of Contract:

In the event tenant violates and/or fails to comply with any of the agreements, terms, conditions, additions or addendums, or separate signed waterbed or pet agreement(s), or any rules and regulations herein or hereafter adopted by the landlord for its buildings, balconies, courts, drives, parking areas or grounds, said breach shall constitute grounds for termination of lease and/or eviction by the landlord. It is expressly understood and agreed that tenant shall be and remain liable for any deficiency in rent and/or any expenses as well as any damages which landlord may have sustained by virtue of the tenants use and occupancy of the leased premises.

X _____ X _____ X _____

In witness thereof, The occupants under this lease agreement shall be no other than the parties signed hereon with ____ children. Their names and date of birth are listed here:

Name _____ Date of Birth ____/____/____

Name _____ Date of Birth ____/____/____

Any additions, addendums or other agreements to this lease agreement at the time of signing, if any:

1. _____

2. _____

3. _____

Landlord and Tenant have executed this lease agreement on this day and year first written above.

Signature of First Tenant: _____ DOB __/__/__ SS: _____

Signature of Second Tenant: _____ DOB __/__/__ SS: _____

Signature of Third Tenant: _____ DOB __/__/__ SS: _____