

RENTAL AGREEMENT
ROSE COURT, LLC
11 ROBERT DRIVE
LANCASTER, NY 14086

Updated 1/2018

LANDLORD: ROSE COURT, LLC
MAIL TO: PO BOX 461
LANCASTER, NY 14086

PHONE: 716-681-8847
OFFICE: 360 GOULD AVENUE
DEPEW, NY 14043

TENANT: _____

PHONE: _____

RENT: \$ _____

SECURITY DEPOSIT: _____

MOVE IN DATE: MONTH, 2018

PET FEE: \$30.00

RENT INCLUDES: REFRIGERATOR, STOVE, AIR CONDITIONING UNIT, DISHWASHER, WATER AND HEAT

Resident agrees to rent from the Owner of the premises situated in the Town of Lancaster, County of Erie, State of New York, Located at 11 Robert Drive, Unit #116 consisting of 2 bedrooms upon the following TERMS and CONDITIONS.

1. TERM: The term shall begin on Month, 2018 and continue (Check one) _____ on a lease basis until _____; on a month to month basis until either party shall terminate the same by giving the other party one (2) full months sixty (60)-day written notice on the first of the month prior to the end of the rental period.

2. RENT: Rent shall be \$.00 per month, payable in advance upon the 1st day of each calendar month to Owner or his authorized agent at the following address: ROSE COURT, LLC P.O. BOX 461, LANCASTER, NY 14086-0461. If rent is not paid by the 5th of each month, Resident agrees to pay a late charge of \$50.00; Resident agrees further to pay \$50.00 + late fee for each dishonored bank check. Tenant further agrees to pay 2% per month on delinquent amount.

3. MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Owner and each signatory individual and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions on this agreement.

4. UTILITIES: Resident shall be responsible for the following utilities and services:
 X Electricity X Cable X Phone

5. USE: The premises shall be used as a residence with no more than 1 Adult, and for no other purpose, without the prior written consent of the Owner.

6. PETS: No pets shall be brought on the premises, EVEN TEMPORARILY, without the prior written consent of the owner. The unauthorized presence of a pet will subject the resident to penalties, damages, deduction, and termination. _____ Initial. SEE PET ADDENDEUM ATTACHED

7. HOUSE RULES: If the premises are a portion of a building containing more than one unit, resident agrees to abide by all house rules, whether affected before or after the execution hereof, including but not limited to rules with respect to noise or disturbance to other tenants in the building especially between the hours of 11pm to 8am., odors, disposal of refuse, (no garbage is allowed in halls, common areas, or stairways) pets, parking, and use of common areas. Children will not be permitted to run or play in halls, entrance, stairways, on the balconies, porches or in driveways. Resident shall not have a waterbed on the premises without prior written consent of the Owner.

8. The Tenant agrees and acknowledges that the Premises have been designated as a **SMOKE AND DRUG FREE LIVING ENVIRONMENT**. The Tenant and members of Tenant's household will not smoke tobacco products or any other substance anywhere in the Premises nor permit any guests or visitors to smoke in the Premises. Under no circumstances shall the premises be used for illegal possession and /or storing of any drug classified under New York State or federal laws a controlled substance. In the event such substances found to be in the leased premises, Landlord has the right to terminate the lease as per the provisions of the lease.

9. ORDINANCES AND STATUTES: Resident and Owner shall comply with all laws, health codes and regulations of all Municipal, State and Federal authorities. Open Flame cooking devices: Charcoal burners and other open-flamed cooking devices shall not be operated on combustible balconies or within 10 feet (3.1m) of combustible construction.

10. ASSIGNMENT AND SUBLETTING: Resident shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner.

11. MAINTENANCE, REPAIRS, OR ALTERATIONS: Resident accepts the premises as being in good order and repair, unless otherwise indicated. Resident shall, at his/her own expense maintain the premises in a clean and sanitary manner to obey all orders, rules and regulations of governmental authorities, Board of Health and Landlord, including all equipment, appliances, furniture, and furnishings therein, and shall surrender the same, at termination, in as good as condition as received, normal wear and tear excepted. Resident shall not paint, or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Resident shall not remove the Owner's fixtures, furniture, and/or furnishings from the apartment for any purpose. When resident moves in, Owner shall furnish light bulbs of prescribed wattage for apartments' sockets, thereafter; light bulbs will be replaced at Resident's expense.

12. ENTRY AND INSPECTION: Resident shall permit Owner or Owner's agent to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises or showing the same to prospective Residents or purchasers, or for making necessary repairs. Resident shall not add or change locks except by written permission of Owner. Resident shall furnish owner keys of all locks added or changed by the resident.

13. POSSESSION: If owner is unable to deliver possession of the premises as agreed, Owner shall not be liable for any damage caused. Resident shall not be liable for any rent until possession is delivered. Resident may terminate this agreement if possession is not delivered as agreed above.

14. UNPAID RENT AND DAMAGE DEPOSIT: The deposit set forth above shall secure the performance of resident's obligations. Owner may, but shall not be obligated to apply all or portions of said deposit on account of resident's obligations to include any unpaid balance due on rent and damages, any balance remaining upon termination shall be returned to Resident. RESIDENT SHALL NOT HAVE THE RIGHT TO APPLY UNPAID RENT AND DAMAGE DEPOSIT IN PAYMENT OF THE LAST MONTH'S RENT.

15. DEPOSIT REFUNDS: Upon vacating residence, tenant shall complete all requirements on the move out check list that is made part of the rental agreement, complete walk through with management, and return all keys. This will determine what portion of damage deposit will be returned. Any returnable deposit shall be delivered or mailed to the Resident within 15 days of termination of tenancy or within 15 days of receipt of resident's new mailing address, which ever is later. If there is damage to the rental premises the refund period shall be extended to 30 days.

16. ATTORNEY'S FEES: If legal action is taken by either party to enforce this agreement, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

17. WAIVER: No failure of Owner to enforce any part of this agreement shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Owner's right to the full amount.

18. NOTICES: All notices shall be given in accordance with state laws. Where requirements are not spelled out by law; notice may be given by mailing the same, postage prepaid, to resident at the premises or to Owner at the address shown below or at such other places as may be designated.

19. HOLD OVER: Any holding over after expiration, with the consent of Owner, shall be construed as a month-to-month tenancy in accordance with the terms of this agreement.

20. REIMBURSEMENT BY RESIDENT: Resident agrees to reimburse Owner promptly for the replacement cost of any loss, property damage, or cost of repairs or services (including plumbing trouble) caused by negligence or improper use by residents, his/her agents, family, or guests. Resident shall be responsible for and agree to pay for damage done by wind or rain caused by leaving windows or doors open and by the overflow of water, or stoppage of waste pipes and /or lost keys. Such reimbursement is due when Owner makes demand. Owner's failure to demand damage reimbursement, late payment charges, returned check charges or other sums due by the Resident shall not be deemed a waiver. Owner may demand same at any time, including after move-out. NOTE: There is a service charge of \$40.00 to replace keys that are lost by Resident and \$55.00 for lock outs due to tenant locking themselves out of rental.

21. OWNER SHALL NOT BE LIABLE: Owner shall not be liable for any damages or losses to person or property caused by other residents or other persons. Owner shall not be liable for personal injury or damage of loss of Resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke explosions, sonic booms, or other causes whatsoever, unless the same is due to the negligence of the Owner. OWNER STRONGLY RECOMMENDS THAT RESIDENT SECURES INSURANCE TO PROTECT YOU AGAINST THE ABOVE OCCURRENCES. If any of Owner's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages, or any other service not contemplated in this contract, such employee shall be deemed the agent of Resident regardless of whether payment is arranged for such services and Resident agrees to hold Owner harmless from all liability in connection with such services.

22. TRAMPOLINES/POOLS: Will not be permitted on the premises at any time, for any reason, by anyone including but not limited to Tenants, Relatives, and Visitors as our liability insurance does not cover such items. This includes swing sets, swimming pools, play gyms, and any apparatus that can cause any injury. Resident agrees to hold Owner harmless from all liability.

23. REPAIRS AND MALFUNCTIONS: Resident agrees to request all repairs and services in writing to Manager except in extreme emergency when telephone calls will be accepted. In case of malfunction on equipment or utilities, or damages by fire, water, or other cause. Resident shall notify Manager immediately and Owner shall act with due diligence in making repairs, and rent shall not abate during such period. If the damaged premises are unfit for occupancy and if Owner decides not to repair building, Owner may terminate his contract by giving written notice to Resident. If it is so terminated, rent will be pro-rated and the balance refunded along with the deposit(s) less lawful deductions.

24. DEFAULT BY OWNER: Owner agrees to: (a) keep all areas of the apartment complex in a reasonably clean condition; (b) properly maintain hot water, heating and/or air conditioning equipment if provided; (c) abide by applicable state and local laws regarding repairs; (d) make reasonable repairs, subject to Resident's obligation to pay for damages caused by Resident, his/her family, or guests.

25. DEFAULT BY RESIDENT: If Resident fails to pay rent or other lawful charges when due; or to reimburse Owner for damages, repairs or plumbing service costs when due or his/her family, guests or other occupants violate this contract or Owner's rules and regulations, or applicable state and local laws, or if Resident abandons the apartment, or if Resident, his/her family, guests or other occupants threaten or assault or use abusive or offensive language against any agent or employee or representative of Owner, the Owner may terminate Resident's right to occupancy by giving Resident notice. Initial

26. ESCALATING CLAUSE: Due to increase in utilities, taxes, insurance, and other operating expenses, Owner may increase the monthly rental in a lease upon thirty days written notice to Resident if Owner reasonably determines that expenses fairly allocate to the apartment have increased by at least the amount of rental increase. In no event may the rent increase more than 10% during the initial term of the lease.

27. ABANDONMENT: Abandonment shall have occurred if: (1) without notifying the owner, Resident is absent for 15 days while rent is due and Resident's possessions remain in the apartment, or (2) without notifying Owner, Resident is absent for 3 days while rent is due and Resident's possessions have been removed from the apartment. If Resident abandons apartment, Owner shall retake apartment and attempt to rent it at fair market value. Resident shall be liable for the entire rent due for the remainder of the term; or the cost of re-renting the apartment, including rent lost, the cost of restoring the apartment to the condition at the time it was rented, and reasonable fees of re-renting the apartment. If Resident has left personal property in the apartment, Owner shall remove and store it and give Resident notice of this action. Resident may obtain property by paying moving and storage costs. If resident fails to claim property within thirty (30) days of notice, Owner shall make a reasonable effort to sell the property at its fair market value and apply the proceeds toward any amount the Resident may owe.

28. Tenant shall upon termination of rental agreement remove all personal property on the premises when this agreement is ultimately terminated and deliver all keys to landlord. Landlord may enter the premises and remove and dispose of all personal property left there on without obligation to tenant at the termination of this agreement or in the event premises are abandoned by tenant.

29. TIME: Time is of the essence for this agreement.

30. RE-RENTAL FEE: Tenant further agrees to pay a \$_____ re-rental fee if tenant moves out prior to Month, 2019. Initial

31. ADDITIONAL PERSONS: Persons not listed on agreement who wish to occupy apartment must submit a rental application, be approved by Owner, and sign a new residential rental agreement BEFORE moving in. RENT WILL AUTOMATICALLY BE INCREASED.

32. ADDITIONAL TERMS AND CONDITIONS: RENT TO INCLUDE USE OF APPLIANCES OWNED BY THE LANDLORD.

33. CABLE/SATELLITE DISH INSTALLATIONS: All cable and satellite dish installations must have written pre-approval (available in the office) from Owner/Landlord and the form signed & dated from Tenant and submitted to Owner/Landlord before installation is permitted. Dishes may only be installed on tenant's patio and under no circumstances are cable/dish satellites to be installed on the roof or any area that can cause structural damage or obstructions. The Owner/Landlord is not liable for uninstalling or reinstallation of any cable or satellite dishes. Any repairs, damage or removal of cable/satellite dishes are the responsibility of the Cable/Dish Network and or Tenant residing at said residence. Repairs to roof or structural damage of installation of Cable/Dish Satellite or removal will be the sole responsibility of the Tenant.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

THE UNDERSIGNED RESIDENTS UNDERSTAND RENTAL AGREEMENT AND ACKNOWLEDGE RECEIPT OF A COPY HEREOF AND AGREES TO ABIDE BY ALL THE TERMS AND CONDITIONS STATED ABOVE.

LANDLORD

CHRISTINE SCHUSTER
ROSE COURT, LLC
PO BOX 461
LANCASTER, NY 14086
OFFICE: 716-681-8847
EMERGENCY: 716-861-4059

DATE _____

RESIDENT _____

SOCIAL SECURITY _____

PHONE# _____