

# NEW YORK LEASE AGREEMENT

On this day, \_\_\_\_\_, this **LEASE AGREEMENT** is entered into and made effective between the "**Landlord**" \_\_\_\_\_ and the "**Tenant**" \_\_\_\_\_.

PREMISES

The Landlord desires to lease the following "**Premises**" to the Tenant:

\_\_\_\_\_ New York  
**ADDRESS** **UNIT** **CITY** **STATE** **ZIP CODE**  
 The Tenant has examined the Premises and warrants they are in good order and in clean, rentable condition. Wear and tear excepted, the Tenant shall surrender the Premises in as good a state as they were at the commencement of this Agreement, and agrees to pay for all costs incurred to restore the Premises to its original condition prior to the Tenant's possession.

USE

The Premises are authorized for the **exclusive use as a single family residence by the following named person(s) only:**  
**OCCUPANTS:**

No part of the Premises shall be used at any time for the purpose of carrying on any business or trade of any kind, or for any purpose other than as a private dwelling unit. The Tenant shall not assign or sublet or grant license for any other person to use or occupy the Premises without obtaining written consent to such use. Occupancy by any other person(s) not identified here for more than ten days during any six-month period is prohibited without prior written consent from the Landlord.

TERM

This Agreement shall **COMMENCE** on \_\_\_\_\_ and shall **TERMINATE** on \_\_\_\_\_.

If the Tenant remains in possession after the Termination date and the Landlord accepts rent payment from the Tenant, this Agreement shall continue as a month-to month lease that renews automatically each month until it is terminated by the Landlord or the Tenant by providing written notice to the other party at least one month before the date the next rent payment normally would have been due if this Agreement had continued. [New York Code Real Property Article 7 § 232-B]

RENT

\$ \_\_\_\_\_ **RENT PAYMENT** is due each month on the 1st day of the month.

**RETURN FEES:** If a payment is returned unpaid (insufficient funds, cancelled check, account closed, etc.) the Tenant shall pay an additional \$20 for each returned payment. [New York General Obligations Law § 5-328]

**LATE FEES:** If rent payment is not received within 3 business days after it becomes due, the Tenant shall owe an additional \$25 for each day payment is late, starting from the day rent payment was originally due, until all amounts due have been received. Late fees are capped and shall not exceed 10% of the Rent Payment.

DEPOSIT

\$ \_\_\_\_\_ **SECURITY DEPOSIT** is due upon the signing of this Agreement and is refundable.

The Security Deposit may be used by the Landlord to pay for any damages or costs incurred from the Tenant's noncompliance with the terms of this Agreement. If any portion of the Security Deposit remains unused it shall be returned to the Tenant with an itemized list of deductions after the Tenant has vacated the Premises.

OTHER

**WATER, GAS, and ELECTRICITY** \_\_\_\_\_ are required services which are **not covered by the rent payment**.

The Tenant must pay for these services separately in addition to rent payment, and if the Tenant does not arrange for these services to be paid directly, the Tenant agrees to reimburse the Landlord for any payments made on the Tenant's behalf.

**OTHER AMOUNTS DUE** upon the signing of this Agreement (Pet Fees, Cleaning Fees, etc.), are mentioned below:

**PAYMENT OPTIONS:** ☐ CASH ☐ MONEY ORDER ☐ CASHIER'S CHECK ☐ PERSONAL CHECK

**DELIVERY OPTIONS:** ☐ MAIL

☐ DROP OFF IN PERSON

☐ DIRECT DEPOSIT



**ROUTING #**  
**ACCOUNT #**

**All Tenant(s) are jointly and severally liable for adhering to the terms of this Agreement.**

- \*The Tenant certifies that all of the information provided on the rental application is true and accurate and void of significant omissions. If any of the facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate this Lease Agreement immediately and collect from the Tenant any damages resulting therefrom. Any misrepresentation in the application shall be grounds for termination of this Agreement at the Landlord's option.
- \*The Tenant shall comply with all laws and ordinances regarding the occupancy and preservation of the Premises, and all Landlord rules and regulations that are at any time posted on the Premises or delivered to the Tenant. The Tenant and Tenant's guests shall not disturb, annoy, endanger, or interfere with other tenants or neighbors. The Landlord shall not be liable for any damage or injury to the Tenant, Tenant's guests, or any other person entering the Premises.
- \*The Tenant shall maintain the Premises at their sole expense for the duration of the Lease Term and shall make no alterations or improvements on the Premises without the prior written consent of Landlord. All maintenance and repair requests must be made in writing and delivered to Landlord. Notices to the Landlord shall not be deemed valid unless given or served in writing and forwarded by mail to the party at the appropriate address set forth in this Agreement.
- \*The Tenant shall make the Premises available to the Landlord for purposes of maintenance, repairs, improvements, and other agreed upon services. The Tenant has acknowledged that a 48 hour written notice is reasonable and sufficient notice required for the Landlord to gain entry for inspection purposes. No notice will be required to gain entry in the case of emergencies, if the Tenant is present and has provided consent to entry, or if the Tenant has abandoned the Premises.
- \*The Tenant shall notify the Landlord of any anticipated extended absence from the Premises not later than the 3rd day of the extended absence. If the Tenant abandons the Premises, the Landlord may obtain possession and relet the Premises for any part of the unexpired term. The Tenant will be liable for any difference between the rent collected and the rent that would have been payable if this Lease Agreement had continued.
- \*The Tenant has no right to retain possession of the Premises beyond the Expiration or Termination of this Agreement. In the event the Tenant maintains possession of the Premises for any period after the expiration of this Agreement ("Holdover Period"), the Rent shall be increased to 110% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by the Landlord to any Holding over by the Tenant.
- \*In the event the Landlord cannot deliver possession of the Premises to the Tenant upon the commencement of this Agreement, the rental herein provided shall abate until possession is given. If possession is tendered within 30 days, the Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, then this Lease Agreement and all rights hereunder shall terminate.
- \*If the Tenant is or hereafter becomes a member of the United States Armed Forces on extended active duty and receives permanent change of station orders to depart from the area where the Premises are located, the Tenant may terminate this Agreement upon giving 30 days written notice to the Landlord. The Tenant shall pay prorated rent for any days they were in possession of the Premises, and the Security Deposit will be returned promptly if there are no damages to the Premises.

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## TERMS AND CONDITIONS (cont'd)

- \*The Landlord has a right to refuse partial payments, and acceptance of partial payments shall not waive the Landlord's right to collect the full amount due from the Tenant.
- \*The Landlord will apply all funds received from the Tenant first to any non-rent obligations (including security deposit, utilities, late charges, and damages), and then to rent. The Landlord's allocation of funds takes precedence over any other designation that the Tenant may write on the check or money order.

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## DISCLOSURES

- \*The Landlord has disclosed the location of any lead-based paint and/or hazards to the Tenant as well as the condition of the painted surfaces, and has provided the Tenant with additional information from the Environmental Protection Agency about identifying and controlling lead-based paint hazards. <http://www.epa.gov/lead/pubs/leadpdf.pdf>
- \*Federal law requires states to register individuals convicted of sex crimes against children and to make that information available to the public. More information is available from the The Dru Sjodin National Sex Offender Public Website maintained by the Department of Justice at <http://www.nsopw.gov>.
- \*After moving in, any deficiencies existing in the rental unit prior to the tenancy must be identified by the Tenant and acknowledged by the Landlord in writing within 3 days after the Tenant has taken possession of the Premises.
- \*Before moving out, the Tenant can request an initial inspection of the Premises, during which defects or conditions that justify Security Deposit deductions prior to the Tenant's move out shall be identified by the Landlord.
- \*After moving out, the Tenant must provide the Landlord with a mailing address to which the Landlord can forward any remaining Security Deposit.

**Additional documents that have been attached to this Lease Agreement are noted below:**

This document contains the entire contract and cannot be modified, changed, altered or amended in any way except through a written amendment signed by both parties. No oral agreements have been entered into with respect to this Agreement. This contract shall be governed, construed and interpreted by state law. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by law.

**The Landlord and Tenant have read this document in its entirety and have signed in agreement below.**

\_\_\_\_\_  
LANDLORD SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
DATE