

## RENTAL AGREEMENT

**THIS LEASE AGREEMENT** is made this 13<sup>th</sup> day of November 2016 by and between Andre El-Amir as Landlord, and you, Tenant 1, Tenant 2 and Tenant 3, as tenant(s). We hereby agree to lease to you and you hereby agree to lease from us the premises known as 129 Roosevelt Ave (1<sup>st</sup> flr 3 bedroom), in a **non-smoking building**, in the City of Syracuse, State of New York.

**1. TERM:** The term of this lease shall commence at noon on the 1<sup>st</sup> day of June, 2017, and shall terminate at noon on the 29<sup>th</sup> day of May, 2018. If the last day of the term of this lease, or any renewal thereon, shall fall on a Saturday, Sunday or Monday, this lease or any renewal thereof shall expire on the Friday immediately preceding.

**2. RENT:** The yearly rent is Twelve Dollars and 00/100 (\$ 12.00) which you will pay in advance in monthly installments of \$ One Dollar and 00/100 (\$ 1.00) due on the first day of each month. In the event occupancy begins on other than the first day of the following month, the second months rent shall be prorated to the first of the following month; thereafter all rents shall be due on the first of the month. Rents are payable to, and should be sent/delivered to Andre El-Amir, 4457 Winding Creek Rd., Manlius, New York, 13104. The first month's rent and security deposit must be paid in cash, money order, or certified check prior to taking possession of the premises.

**3. LATE RENT:** Rents shall be considered **late at 1pm** on the **first (1st)** of each month (the due date). It is recommended that you mail your rent check at least one week early to insure prompt payment. NO excuses will be accepted for late payment. After the first (1st) day of the month at 1pm, there will be an additional \$25 late fee plus an additional charge of \$5.00 per day cumulative until paid. **THERE WILL BE A \$25.00 CHARGE IN ADDITION TO ABOVE FOR ANY DISHONORED RENT CHECK OR ONLINE PAYMENTS.**

**4. DEFAULT:** If you, the tenant(s), fail to pay the Rent, or any part thereof including late charges if any, when it becomes due, the landlord may take such legal actions against tenants jointly or severally as the landlord deems proper. Should the tenant break this lease and move out before the rental period of this lease ends, the tenant will forfeit his/her security deposit and the entire balance of the rent for the term of this lease shall thereupon become due and payable in full.

**5. SECURITY DEPOSIT:** The existing sum of Two Dollars and 00/100 (\$2.00) has been deposited with us and held by us until this Agreement is terminated. It is security for the full and faithful performance of all terms and conditions of this Lease. The full security deposit shall be returned to you within a reasonable time after termination of this agreement. The landlord may assess against your security deposit for the following: (1) To satisfy and all unpaid rents or late charges. (2) Landlord attorney fees incurred by the landlord to enforce this lease (3) To satisfy any judgments, legal and court costs awarded resulting from the enforcement of this agreement. (4) The cost of any repairs or replacements necessitated because of other than reasonable wear and tear. (5) Costs and expenses arising from the breach of any provisions of this lease. (6) A reasonable cleaning charge: if you do not leave the premises in a clean and rentable condition at the time you vacate (cleaning is to include but is not limited to cleaning and defrosting of refrigerator, cleaning of oven and range top burners, kitchen cabinets, inside of windows, plumbing fixtures, wood and resilient floors.) **One half of the security deposit can be used as the last month's rent at the discretion of the Landlord.**

**6. Each tenant** signing this lease is **jointly and severally liable** for rent due and any damage done to premises.

**7. Guarantor:** In the event that the Tenants or any one Tenant is under the age of 21 at the time of execution of this Lease, then the terms and provisions of this Lease, while binding on the Tenant, must also be guaranteed, as to payment and performance, by the Tenant's parent(s) or legal guardian(s). Landlord shall have the right to declare this Lease as null and void in the event that this Lease is not guaranteed within 30 days of the Tenant's execution of this Lease.

**8. RENEWAL:** Tenant has the right to renew this Lease for an additional term beginning June 1<sup>st</sup>, 2018 and ending May 29<sup>th</sup>, 2019 at an amount agreed between Landlord and Tenant(s). Tenant must exercise this option by notifying the Landlord of such election, in writing, no later than October 15<sup>th</sup>, 2017. This option shall automatically expire if the Tenant fails to exercise as provided herein. In the event that the Tenant does not exercise this option to renew, the Landlord may begin to show the leased premises to prospective tenants on October 16<sup>th</sup>, 2017. The Landlord will give 24hrs notice before a showing.

**9. INSPECTION BY LANDLORD:** Landlord or landlord's agent will inspect the premises for damages caused by the tenant. The tenant cannot claim that the damage was already there if the tenant did make the landlord aware of the said damage at the time the lease began and the tenant took possession.

**10. UTILITIES:** Landlord and tenant agree that the taxes for the premises should be paid by the Landlord. Water bills will be paid by the Landlord who shall submit the bill to **the tenant who shall promptly reimburse the landlord in full for said payment**; the cost for water in a multiple dwelling shall be shared equally by the number of tenants occupying the building. The costs of all other utilities servicing the premises shall be placed in the tenants name and paid by the tenant. The tenant must also keep the heat on while they are away to avoid freezing pipes. Damages as a result of tenant failure to keep heat on are tenant's financial responsibility.

**11. POSSESSION:** The landlord shall make every effort to have your home ready on time, but circumstances beyond our control could cause a delay. We will not be liable for failure to deliver possession at the time agreed upon. In the unlikely event this happens, no rent will be charged until you are given possession.

**12. CARE AND USE** Tenants shall take good care of the premises, its appurtenances, fixtures, and equipment, and should not cause any damage whatsoever to the premises. Costs or repairs necessitated by misuse or negligence of the Tenants shall be paid for by the Tenants with promptness and if not paid and the Landlord pays the same, shall become immediately due and payable to the Landlord. Tenants may utilize those appliances supplied by Landlord but shall keep same in good repair. Tenants shall be responsible for the first Fifty Dollars (\$50.00) of repairs to these appliances and the total any other of those repairs occasioned by their **own negligence**.

**13. USE AND OCCUPANCY:** Tenants shall personally use and occupy the lease premises solely as a private dwelling for the tenants listed on the lease only. Further, it shall not be used for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than private dwelling. You agree that the number of occupants shall **not** exceed the number shown above on this lease. You shall use the premises in such a manner as to comply with all local, county and state laws and shall not use the premises or permit them to be used for any disorderly or unlawful purpose or in any manner offensive to your neighbors.

**14. SUBLETTING:** Tenants shall not assign this Lease nor use or permit the leased premises or any part thereof to be used by others without the prior written consent of the Landlord in each instance. The consent of the Landlord to any assignment or underletting shall not be construed to relieve the Tenants from obtaining the expressed written consent of the Landlord to any further assignment or underletting and the Tenants shall remain responsible for all their obligations under this Lease.

**15. PETS:** No animals, birds or pets of any kind shall be permitted in the leased premises.

**16. FIRE HAZARDS:** You shall not perform or permit any hazardous act which might cause fire or which will increase the rate of insurance on the premises, e.g. out-door grilling will be confined to the back yard area only. If the leased premises shall be damaged in part by fire without fault or neglect of the Tenants, or their agents, visitors or assigns, the damage shall be repaired by the Landlord but the rent, until such repairs are made, shall not be apportioned or adjusted so long as the premises are occupied by the tenants. However, the Landlord shall not be obligated to rebuild or restore the premises.

**17. TERMINATION AND MOVING:** At the expiration or termination of this Lease, the Tenants shall surrender the premises to the Landlord in the same color and condition as they received the premises and shall promptly remove all of their property. Tenants hereby authorize the Landlord: to keep moving companies or trucks off the premises if tenant's rent is not paid in accordance with the terms of this Lease. No vehicles may be driven over or upon the lawn for any purpose. The tenant will forfeit his/her security deposit and the entire balance of the rent for the term of this lease shall thereupon become due and payable in full if tenant vacates within one year from the date of this Agreement, and if the Landlord decorated for this lease term. If, upon vacating the premises, you fail to remove any of your personal property, it shall be deemed abandoned and will be disposed of according to law. If, upon vacating prior to the expiration of the term, you discontinue your utilities, it shall be considered a surrender of possession.

**18. TENANT LIABILITY:** Landlord shall not be liable for any damage or injury to the Tenants or their property situated on the demised premises or surrounding grounds by reason of any cause whatsoever. Tenants are advised to maintain their own insurance to protect against property damage or personal injuries to their family, guests, invitees, assignees, or under tenants. Tenants shall promptly inform Landlord of any fires, accidents or defects in or about the lease premises.

**19. INSPECTION:** Landlord and/or his agents shall have the right to enter the leased premises during reasonable hours to examine the same and may show them to prospective purchasers or lessees of the premises six months prior to expiration of said lease, and to make any decoration, repairs or alterations as he may deem necessary or desirable. The rent shall in no way abate while said inspections, decorations, repairs, alterations, improvements, or additions are being made because of prosecution of said work or otherwise.

**20. LOCKS AND KEYS:** The Landlord shall provide a lock considered safe by the Building Industry for your exterior doors. So as not to restrict our ability to provide you with maintenance or in case of emergency, you agree that no additional locks shall be placed on any doors of the premises without our prior written consent. Upon termination of this Lease you shall return all keys to the premises to us. In event of loss of keys there shall be a Five (\$5.00) dollar replacement fee for keys lost and in the event of a lock out, requiring off premises assistance, \$25.00 will be charged to the tenant. Failure to return keys upon termination of lease requiring lock change will be charged to the security deposit. Number of keys delivered to Tenant 3.

**21. FURNITURE:** Water furniture, such as, but no limited to mattresses, beds, chairs, sofas, and pools of any type are prohibited on the leased premises. **No upholstered furniture or interior furniture is to be used outside or on porches**

**22. REPRESENTATIONS AND APPLICATIONS:** The Landlord has granted you this Lease on the basis of the representations contained in the application which is made part of this Lease. In the event any representations shall be found to be misleading, incorrect or untrue, we shall have the right to cancel this Lease upon thirty (30) days written notice and to maintain an eviction proceeding.

**23. ALTERATIONS:** No alteration, additions, improvements, painting or changing original colors of paint upon the demised premises shall be allowed unless with the prior written consent of the landlord.

**24. COMMUNICATIONS:** A bill, statement, notice or other communication to you may be delivered in person, by e-mail, send by certified mail or left at your premises. Any notice or communication to us shall be in writing and mailed to our home address.(See parag. 2.)

**25. ILLEGALITY:** If any part of this Lease is not legal, the rest of the Lease will be unaffected.

**26. NO WAIVER:** Landlord's failure to enforce any terms of this Lease shall not prevent Landlord from enforcing such terms at a later time.

**27. INSOLVENCY:** If the Tenants become insolvent or adjudicated bankrupt or apply for relief under the bankruptcy or insolvency acts, the Landlord or his assigns or agents may give the Tenants three (3) days notice of intention to end this Lease and upon expiration of said three (3) days, the term under this Lease shall expire as fully and completely as if that day were the date herein definitely fixed for expiration and the Tenants shall surrender and leave the premises forthwith, but the Tenants shall remain liable under said Lease nonetheless.

**28. DEFAULT:** If the Tenants default under this Lease and the Landlord institutes an action to evict the Tenants upon said default or to collect for any arrearage, the Tenants shall be liable to the Landlord for the expenses of the attorney's fees, costs and disbursements incurred by the Landlord, so far as the same are reasonable in amount. Should the Tenants be evicted by the Landlord, they shall nonetheless remain liable to the Landlord for damages equivalent to the amount of all rent due for the unexpired term of this Lease.

**29. SNOW REMOVAL:** It is understood that the tenants are totally responsible jointly and severally for the removal of ice and snow from all steps, porches, and sidewalks, for their own use and the use of their invitees, family, guests, assignees and under tenants and public sidewalks will be maintained by tenants in accord with the city ordinances, which tenants acknowledge and accept.

**30. Water Damage:** The tenants must notify the landlord of any leaky faucets or toilets. Water Damage or excessive water bills as a result of the tenant's failure to notify the landlord will be the tenant's financial responsibility. **Only toilet paper** is to be flushed down the toilet. If the tenant flushes an object such as feminine pads, freshness wipes, condoms or any other item down the toilet and the sewer backs up as a result, the tenant shall be financially responsible for the cost of repair, which would include the cost of a Plumber snaking and clearing out the waste/sewer pipes.

**31. No Satellite Dishes** are allowed to be installed or attached to the building. Tenant will be responsible for repairs of uninstalling.

**32. Pods** are Not allowed on the yard or the driveway due to the damage they cause to the property and driveway.

**33. Parking.** No Parking on the Lawn and Tenant(s) will be responsible for damage to lawn should they park in the lawn. Parking is permitted in the rear only. All tenants(s) must have access to the rear area and parking in the driveway is not allowed at anytime.

IN WITNESS WHEREOF, the parties have respectively signed this Lease as of the day and year first above written.

SIGNATURES: The parties have entered into this Lease on the date first above stated.

LANDLORD: \_\_\_\_\_ TENANT: \_\_\_\_\_

Date: \_\_\_\_\_

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