

Month to Month Residential Lease Agreement

This lease is entered into between **Skytop Realty Partners Inc** having an address at **139 Main Street**, New Paltz, NY 12561 ("Landlord"), and **(TENANT NAME)** ("Tenant").

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 the Tenant apartment located at **(ADDRESS)**, New Paltz, Ulster County, New York 12561 (the "Premises").

This Lease is for the building in as-is condition. The Tenant has the use of and must maintain the stoop immediately adjacent to the apartment.

2. **TERM**

This lease will be for 12 CALENDER MONTHS commencing on **August 1st, 2020**, ending **July 31st, 2021**. (hereinafter "Term").

3. **RENT**

Tenant agrees to pay to Landlord rental payments in the amount of **\$\$\$\$** per month, payable on the 1st day of each month. The initial first payment is due no later than **June 1st 2020**. Any payments more than five (5) days beyond the due date are subject to late charges in the amount of \$10.00 per day.

4. **SECURITY DEPOSIT and LAST MONTH'S RENT**

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 his/her obligations under this Lease. Additionally, contact and reference information will be provided. Landlord may use the security deposit to repair any damage to the Premises beyond normal wear and tear, to cover the cost of unpaid utilities and/or to clean the Premises upon termination of this Lease. Tenant may NOT apply the security deposit to the payment of rent. The failure to pay as stated will be deemed a breach of lease on Tenants part.

If Tenant fully performs her obligations hereunder, the balance of the security deposit shall promptly be returned to Tenant after the termination of this Lease.

5. **USE**

The Tenant shall use the Premises solely as a private residence and occupancy shall be limited exclusively to **(TENANT NAME) Tenant**. Subletting is NOT allowed without the prior written consent of Landlord. Any attempt to assign or sublet without the Landlord's written consent shall entitle Landlord to terminate and void this Lease immediately.

Tenant agrees to comply with all ordinances and regulations relating to the use of the Premises. Tenant shall not make or permit any offensive use of the Premises, or allow any nuisance or use that might interfere with the enjoyment of others. Tenant will not permit any hazardous use of the Premises that might increase the cost of fire or liability insurance or cause the cancellation of such insurance. Tenant will not make or permit any waste on the Premises or permit any lien or encumbrance to be placed on the Premises.

6. **UTILITIES**

Tenant is responsible for cable TV/phone/internet. Landlord will provide snow plowing services, garbage/recycling removal and municipal water, and heat and electric.

7. **MAINTENANCE AND CONDITION**

Tenant acknowledges that the Premises are in a good and habitable condition and shall keep the Premises in a clean and sanitary condition. Tenant shall use all fixtures, appliances, and facilities in a reasonable manner. Tenant will pay for all damage to the Premises and repairs required due to the misuse or negligence of Tenant or Tenant's guests (beyond normal wear and tear).

Landlord maintains all the major systems of the house in working order. Tenant agree to immediately notify the Landlord at **845.255.6520** and advise the Landlord, of any required repairs and Landlord will be afforded a reasonable period of

time to complete the same. Care must be taken at all times to maintain heat at a minimum of 50 degrees or above to prevent frozen pipes and water damage.

8. QUIET ENJOYMENT

By paying the rent and observing all the terms and conditions herein, the Tenant shall peaceably and quietly have, hold, and enjoy the Premises during the term of this Lease.

9. ACCESS

Landlord may enter the Premises with reasonable notice to Tenant to make necessary or desired repairs, or to show the same to prospective tenants. In an emergency, Landlord (or his agents) may enter the Premises.

10. 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 the Tenant or others kept or stored in or about the Premises. Tenants acknowledge that it is their responsibility to insure their own personal possessions (i.e.: standard "renters" policy with liability).

11. 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 made to Landlord in connection with this Lease.

Upon any default by Tenant, Landlord may, at its option, terminate this Lease and/or commence eviction proceedings in accordance with the laws of New York.

12. SURRENDER AND HOLDING OVER

At the expiration or sooner termination of this Lease, Tenant will remove their 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 Tenants leave shall be deemed abandoned.

13. 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 Tenants at the address of the Premises or to the Landlord, **SKYTOP REALTY PARTNERS INC at 139 Main Street, New Paltz, New York 12561**. If an option to renew or extend the lease is mutually agreed upon, a minimum of 60 days written notice is required.

14. ALTERATIONS

Tenant must obtain Landlord's prior written consent to paint or wallpaper the Leased Premises or to install any paneling, flooring, partitions, or railings or make any other alterations. Tenant must not change the plumbing, ventilation, air-conditioning, heating or electric systems. All the alterations, installations and improvements shall become property of the Landlord when complete and paid for, and shall be surrendered as part of the Leased Premises at the end of the term. Landlord is not required to pay for any of the work performed under this section unless he has agreed to pay as indicated in his prior written consent.

15. PETS

Tenant may not bring or keep pets in the Leased Premises without the prior written consent of the Landlord.

16. LEGAL FEES

The successful party in a legal action or proceeding between Landlord and Tenant relating to the non-payment of rent or recovery or possession of the Leased Premises may if legally available recover reasonable legal fees and costs from the unsuccessful party.

17. JOINT AND SEVERAL OBLIGATIONS

If more than one person signs this Lease as a Tenant, the obligations of all Tenants shall be joint and several with each Tenant assuming full liability for all of the obligations under this Agreement.

18. MONTH TO MONTH TERMINATION CLAUSE

Landlord may terminate the Lease at any time by giving the other party at least one full month's prior written notice. Notice must be given prior to the first day of the month when the next rental payment is due.

19. LANDLORD LIABILITY

The Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises or the property of which the premises are a part, or for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the demised premises.

20. LAW ENFORCEMENT CLAUSE

Tenant acknowledges that for every law enforcement complaint, the landlord and Condominium Association will be notified. For every incident involving law enforcement a \$50.00 fee will be imposed and forwarded to co-signors.

21. 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 Tenants.

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

IN WITNESS WHEREOF, this Lease is executed on this day of

LANDLORD:

TENANT:

Skytop Realty Partners Inc

Tentant Name Tenant

COSIGNOR:

Print Name _____

SECURITY DEPOSIT RECEIVED \$____0____ SECURITY DEPOSIT RECEIVED \$____0____