

Initials _____

**** EXAMPLE ONLY ****

LEASE AGREEMENT

This Agreement is made this ____ day of _____, 2020, by and between Krown Capital, LLC having an office located at PO Box 391, Mechanicville, New York 12118 (hereinafter referred to as "Landlord") John & Jane Doe having a current address of 123 Any Street, Anywhere, NY 12345 (hereinafter collectively referred to as "Tenant").

PREMISES: The premise to be rented to Tenant by Landlord is known as 34 Willimas Street, Apartment _____, in the City of Mechanicville, County of Saratoga in the State of New York; Mechanicville City School District.

TERM:

The term of this lease shall be Two (2) years commencing on August 1st, 2019 and terminating on July 31st 2021. The lease shall be renewable for successive one (1) year terms by Landlord at Landlord's discretion. Tenant agrees that they will provide landlord at least Sixty (60) days notice in advance if the lease is not to be renewed for a new term. Landlord will provide Tenant with at least Sixty (60) days' notice in advance if Landlord intends on not renewing the lease for a new term.

Upon expiration of the above delineated rental time period, the lease tenancy shall automatically revert to a month-to-month tenancy, unless otherwise agreed to by the parties.

RENT: Tenant and Landlord agree that the monthly rent is One Thousand One Hundred Dollars (\$ 1,100.00) and will be paid on or by the first day of each month for the entire term of this lease agreement.

If the rental period is extended beyond the initial term, said rent shall be payable in the sum of Thirteen thousand two hundred dollars (\$13,200.00), per year and said rent shall be due and payable in twelve (12) equal installments of One Thousand One Hundred Dollars (\$ 1,100.00), will be payable on or before the first day of each month. Landlord need not give notice to pay the rent, nor is a rent bill necessary. Direct deposit is our standard method to receive rent

c/o Krown Capital, llc
Pioneer Bank
Routing # - 221371372
Account # - xxxxxx0410

Rent must be paid in full and no money shall be subtracted from it. Rent shall be paid to the Landlord by good check, cash, or money order, in U.S. dollars, and shall be received by the Landlord at the above address of the landlord, unless the landlord designates otherwise in writing and delivers same to Tenant. In the event that the rent is not paid on the first day of each month, then a late charge of (\$50.00) Fifty Dollars shall be assessed each month the rent is overdue, said charge commencing after a five (5) day grace period for payment. US postmark determines date.

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UTILITIES: Tenant agrees to be responsible to maintain and pay for the following utilities: all electric and gas service to the property, telephone, and other necessities. Since these bills are the sole responsibility of Tenant, Tenant agrees to indemnify and hold Landlord harmless for any and all claims made for deficiency in payment of the electric or gas bills.

Landlord is Responsible for:

Water Service

Cable Television (180 channels = (1) cable box),

Internet (Modem & WIFI Router)

Garbage Service

Sewer Service

CONDITION: Tenant acknowledges that Tenant has received the above-described premises in good and satisfactory condition and repair, and further agrees to deliver same in equal condition at the expiration of this Agreement, ordinary wear and tear excepted.

SECURITY: Tenant agrees, upon signing this Agreement, to deposit with Landlord the sum of Two Month's Rent, as security for the full and faithful performance by Tenant of all of Tenant's obligations under this Agreement hereunder. Landlord shall have the right to retain and apply all or any portion of said deposits toward the cost of remedying any default by Tenant hereunder, and reasonable attorneys' fees incurred by Landlord to enforce Tenant's obligations hereunder. Tenant's liability for such default shall not be limited to said security deposit. If Landlord shall apply all or all of any said security deposit pursuant to the provisions hereof, Tenant shall, upon demand, promptly deposit with Landlord such additional funds as are required to reinstate said security deposit to the original amount hereof. Tenants shall not have the right to require Landlords to apply all or any portion of such security deposit funds to the payment of rent.

OCCUPANCY: Tenant agrees that the premises are to be occupied for residential purposes only. Tenant also agrees that the following individuals shall be the sole occupants of the premises: Tenant (1) Children (0). Tenant also agrees that the number of occupants shall not be increased without the prior written consent of the Landlord.

RENTER'S INSURANCE & DAMAGE: Tenant agrees to maintain in full force and affect a tenant fire liability insurance policy, paid for by the tenant, throughout the entire duration of the tenancy. Should the tenant elect to NOT purchase said policy the landlord shall not be responsible for any loss occasioned by Tenant as a result of fire or accident on, above, below, next to or within said premises. In the event of fire, accident, or damage to the premises, Tenant shall promptly and immediately notify the Landlord of any and all damage or defects to the premises or to the building itself. Tenant shall provide proof of said coverage to landlord upon entering into the lease and prior to occupancy. Tenant shall also provide proof of said coverage as said coverage is renewed, terminated, canceled, or altered.

SUBLET: Tenant agrees not to sublet the premises without prior written approval of the Landlord.

LANDLORDS' RIGHTS OF ENTRY: Landlord shall have the right to enter the premises at all reasonable times to make alterations or repairs to the premises or the building in which the premises are situated which Landlord may deem necessary for its safety or preservation. Upon twenty four (24) hours notice, the landlord may show the apartment to prospective purchasers or proposed renters. In the event of an emergency, Tenant allows the Landlord to enter the premises without notice to the tenant.

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ALTERATION: Tenant shall not make or permit any alterations of or upon any part of the premises without first obtaining the written consent of Landlord. If any alterations shall be made by Tenant(s) to the premises the same shall become a part of the premises and become the property of the Landlord at time of installation. If the tenant incurs the Landlord repair cost due to unapproved alterations the tenant will be responsible to cover said repair costs or have them removed from any security deposits held by the landlord.

ADDITIONAL PROVISIONS: If the lease agreement is extended beyond the initial term, the Landlord will provide to the Tenant thirty (30) days notice of any forthcoming rental increases and Tenant agrees to pay for the increase in rent when Landlord requests same.

RULES AND REGULATIONS: Tenant shall observe and keep all rules and regulations listed below, which have heretofore been adopted by Landlord. Tenant shall also observe and keep all amendments thereto and any additional rules and regulations which may hereafter from time to time be prescribed by landlord for the prosecution of the real property of which the premises are apart or for the comfort or welfare of the occupants thereof.

The Rules are as follows:

1. **Repairs:** All repairs to the property shall be made solely by the landlord, agents and/or employees of the Landlord; NO EXCEPTIONS.
2. **Signs:** No sign, advertisement, notice or other lettering shall be exhibited, inscribed, planted or affixed by the tenants on any part of the outside or inside of the property or buildings.
3. **Locks:** Landlord may retain a pass key/code to the property. Tenant shall not alter any lock or install a new lock on any door of the property without prior consent of the Landlord.
4. **Plumbing Fixtures:** Water-closets and other plumbing fixtures shall not be used for any purpose other than those for which they are constructed, nor shall any sweeping, rubbish, rags, nor any other improper articles be thrown into the same. Bathroom fixtures shall be cleaned with non-abrasive cleaning products. If it is found that the above resulted in a repair to the plumbing the tenant will be charged for the repair. Reasonable proof, such as pictures, will be provided.
5. **Cooking:** Cooking and baking shall not be done except in the kitchen and with appropriate appliances. Barbecue grill cooking is not permitted under porch roofs, within the garage or within 5' any building or covered structure.
6. **Cluttering Premises:** No garbage cans or other articles shall not be placed in the halls or on the staircase landings, nor shall anything be hung from the windows. Tenant shall not allow anything whatever to fall from the windows or doors of the property, nor shall sweep or throw from the property any dirt or other substances into any of the corridors, or elsewhere in the building. No lines, clothes, clothing, curtains, rugs, or mops shall be shaken or hung from or on any of the windows or doors.
7. **Care of Property:** Tenant will exercise reasonable care to maintain and prevent damage to the said property. Tenant agrees to notify Landlord of any damage in and to said property immediately and without delay.

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8. Gas Heat: As fire precaution, no combustible materials may in any way have direct contact with the furnace, hot water heater or baseboard heaters.
9. Refuse collection shall be at the sole cost of the landlord. Recyclables must be deposited in accordance with City collection requirements. Garbage cans shall be stored with lids on, out of sight, except on garbage day, they are to be placed neatly in front of home and removed within (12) hours of collection, transporting the garbage is the responsibility of the tenant.
10. Entrances: The sidewalk, entrances, passages, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from premises.
11. Noise: Tenant shall not make or permit any disturbing noises in the building by himself/herself, his/her family, servants, employees, agents, and visitors, nor do or permit any unreasonable noise by such persons that will interfere with the rights, comforts or convenience of the other Tenants.
12. Pets: No harboring of any pets, dogs, cats or animals of any kind shall be allowed, unless by the express written consent of the Landlord. If Landlord agrees to allow a pet, the Landlord shall collect an additional sum of Five Hundred Dollars (\$500.00) Entry Fee, along with a Fifty Dollar (\$50.00) rent per month added to the rent amount. The landlord has the right to use the tenants afore mentioned security deposit to protect from damage to the property from said pet. Said fee, if required by the Landlord, shall be due and payable on the date written consent is given by the Landlord. In the event the pet becomes a nuisance, or the Landlord decides that the pet shall no longer be able to reside at the premises, for any reason, Tenant agrees to promptly remove the pet within thirty (30) days of Landlord's written request. Failure to abide by the above terms will result in the Tenant being declared in default and Landlord may proceed to remove Tenant from the premises. Pet waste is to be removed from the yard each and everyday. At the vacancy of the tenant, the landlord has the right to withhold Five hundred dollars (\$500.00) of said Security deposit to repair damage to the lawn as a result of the tenants pet. Picture or video proof will be provided.
13. Snow Removal: Landlord agrees to be solely responsible for the removal of snow from the sidewalks, entrances, for the subject property. Salt will be provided and should be applied by tenants in an immediate need situation.
14. Smoke and carbon monoxide detectors: The affixed detectors are not to be altered or removed. If a detector is chirping or malfunctioning tenant must contact the Landlord within (24) hours; a annual inspection will be performed by the Landlord.
15. A lead based paint pamphlet & sign-off will be provided at time of lease signing.

NOTICES: All bills, statements, or notices must be in writing and delivered to the Tenant at the premises and Landlord at the address listed above by certified mail return receipt requested or personal delivery. Time stamped email is an acceptable form of delivery. Landlord agrees to provide Tenant notice if Landlord changes the address for notices.

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DEFAULT: Tenant shall be declared in default for failure to pay rent on time, failure to follow the above rules and regulations, and failure to abide by the terms contained in this Agreement. Failure by Landlord to insist upon strict performance of any of the obligations at one time, shall not be a waiver of any of Landlord’s rights in the future. In the event landlord is required to sue Tenant for nonpayment of rent or for default, landlord can recover **all** reasonable attorneys’ fees, costs, and disbursements.

In the event the Tenant is evicted prior to the end of the initial term, the Tenant shall be credited back rent paid in advance less the following: Attorneys’ fees, costs and disbursements; Repair for any damaged portion of the premises. Tenant agrees to pay the remaining net rent paid in advance to the Landlord within sixty (60) days of the Tenant vacating the subject premises.

ADDITIONAL PROVISIONS:

1. Tenants agree that **no smoking will occur in or to said residence** or on the property of said residence.
2. The basement is accessible to the tenant for residential storage purposes.
3. Tenants agree that the yard shall be cleaned up each and every day. No toys, debris, or other items shall be allowed to remain on the lawn.
4. Upon lease termination, **Tenants agree that the carpets shall be professionally cleaned** and proof of professional cleaning shall be supplied to landlord. In the event the Tenant vacates the premises without the carpets being professionally cleaned, the Tenant’s return of the security deposit shall be reduced by the cost of the professional cleaning plus two hundred dollars (\$200.00).
5. The Tenant knowingly, voluntarily, and specifically waives any and all rights to redeem under and laws of the State of New York.

Tenants acknowledge that the above additional provisions are material terms to the contract and failure to abide by said terms shall constitute a material breach of the contract. The Tenant further acknowledges that he had been provided with a fully executed copy of this agreement.

Dated this ___ day of _____, 2020 by the following parties:

Landlord: _____
Joseph I. Starr
General Manager
Krown Capital, LLC

Tenant: _____
Earl Devoe