

Lake House
Short Term Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this [] day of [], 200[], by and between Dimitrios J. Angelis (hereinafter referred to as "Landlord") and [] (hereinafter referred to as "Tenant"). Landlord and Tenant are each a "Party" to this Agreement, and together constitute the "Parties".

W I T N E S S E T H :

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Delaware County, New York, such real property having a street address of 2054 Titus Lake Road, Jefferson, New York (hereinafter referred to as the "Premises"). The Premises shall not include the detached three-car garage structure ("Garage").

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. TERM. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises for a term of [], such term beginning on [], at 4:00pm ("Check In Time") and ending on [] at 11:00am ("Check Out Time"). Tenant agrees to arrive no earlier than the Check In Time and stay no later than the Check Out Time.

2. RENT. The total rent for the term hereof is the sum of [] DOLLARS (\$ _____), ("Total Rent") half of which is payable with the return of this Agreement immediately to secure the rental period ("Deposit"). Tenant understands that until the first half of the total rent is sent to Landlord, the Premises may be rented to anyone else. The other half of the rent is due 30 days prior to the Check In Time. If the second half of the Total Rent is not paid 30 days prior to Check In Time, Tenant shall be deemed to have cancelled this Agreement and forfeited its Deposit as liquidated damages. These payments shall be made payable to the Landlord at the following address: 58 Hamilton Street, Madison, New Jersey 07940.

3. DAMAGE DEPOSIT. At the same time the 2nd half of the rent is due, 30 days prior to the Check In Time, Tenant shall deposit with Landlord the sum of THREE HUNDRED DOLLARS (\$ 300.00) for weekend rentals and FIVE HUNDRED DOLLARS (\$ 500.00) for weekly rentals as security for any damage or loss caused to the Premises during the term hereof. Such deposit shall be

returned to Tenant, without interest, and less any set off for damages to the Premises within two (2) weeks of the end of the term or termination of this Agreement. Tenant and Tenant's Party shall leave the home in a similar manner to what they found it, with all of the floors broom clean, all dishes washed, all tables and countertops wiped clean, and all beds used stripped of sheets. Garbage shall be neatly left in the trash receptacles provided for this reason.

4. CANCELLATION POLICY. Tenant or Landlord may cancel this Agreement for any reason anytime before 60 days of Check In Time and if either party exercises this option, Tenant shall receive a full refund of all monies paid. If Tenant cancels this Agreement within 60 days of Check In Time but more than 30 days of Check In Time, and has paid the Total Rent, Tenant shall be entitled to a 50% refund of Total Rent. If Tenant cancels in the same time period and has not paid the Total Rent, but rather only the Deposit, Tenant shall be deemed to have cancelled this Agreement and forfeited the Deposit. If Tenant cancels this Agreement less than 30 days before Check In Time, Tenant shall be deemed to have cancelled this Agreement and shall have forfeited all monies paid as liquidated damages. If, however, Landlord is able to re-rent the Premises for the same term, then Landlord may at its sole discretion issue a refund, less any fees or difference in price associated with the replacement rental.
5. OCCUPANCY OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting exclusively of the following adults, who shall constitute the entire tenant's party, over the age of 18 ("Tenant's Party"). Please list all adult occupants of the Premises. If any are handicapped, or have special needs, kindly note that if you would like so we can help to better accommodate them.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

and all the following minor children/infants under the age of 18:

- | | | |
|----|-------|------------|
| 1. | _____ | Age: _____ |
| 2. | _____ | Age: _____ |
| 3. | _____ | Age: _____ |

4. _____ Age: _____
 5. _____ Age: _____
 6. _____ Age: _____

6. USE OF PREMISES. The Premises shall be solely used as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, not listed above, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant represents and warrants that Tenant and all occupants shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities, police, local officials affecting the noise, cleanliness, use, occupancy, parking and preservation of the Premises for the term of the rental.

7. ASSIGNMENT AND SUB-LETTING. Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

8. ANIMALS. Tenant may bring up to two pets, which Landlord must approve in advance for an added fee. Tenant must submit an animal deposit in the amount of ONE HUNDRED DOLLARS (\$100.00) per animal at the same time as the regular damage deposit. Permissible animals include only: birds, dogs or cats. Tenant represents and warrants that all of the animals vaccinations, licenses and other documents are legally up to date and current for the entire term of the rental. Animals are not permitted to occupy the Premises without adult supervision and animals may not be left unattended. Animals must be listed below, or cleared in writing by the landlord prior to Check In Time. Please list all proposed animals:

1. Type of animal: _____ Age: _____
 2. Type of animal: _____ Age: _____

9. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

10. NON-DELIVERY OF POSSESSION. In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given.
11. HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
12. SEPTIC SYSTEM. Tenant is hereby informed that the Premises use a specially engineered septic system which could be seriously damaged and back up if any sanitary towels or non-human waste is flushed down the toilet. This includes, but is not limited to tampons, Q-tips, cotton, any latex material, including condoms, and any other material not of human waste. Tenant agrees to deposit all sanitary towels and other material that could harm the septic system in the trash. TENANT REPRESENTS AND WARRANTS THAT THEY WILL EXPLAIN THIS PROVISION TO EVERY MEMBER OF THE TENANT'S PARTY AND NOT VIOLATE IT.
13. MAINTENANCE AND REPAIR; RULES. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - (a) Not obstruct the driveways, detached garage, walkways, driveway entrance, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (c) Not obstruct or cover the windows or doors;
 - (d) Not leave windows or doors in an open position during any inclement weather or the chance of inclement weather;
 - (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - (f) Not cause or permit any locks or hooks to be placed upon any door or window nor change any existing locks;
 - (g) Keep all heater and air conditioning filters clean and free from dirt;
 - (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

- (i) Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents within the house, or neighbors outside of the house;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor in the garbage cans outside the house and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them;
- (m) Not carry on any parties, loud music, boisterous conversations or yelling outside of the house after 10:00pm, every day.

14. **CONDITION OF PREMISES.** Tenant represents and warrants that immediately upon occupancy, and NOT LATER THAN 24 hours after Check In Time, Tenant will inspect and examine the entire Premises, including the Hot Tub, Boat Dock and Boat and contact the Landlord if anything is not in good order, repair, and in a safe, clean, habitable and tenantable condition. Tenant may contact owner at the following phone number: 914-772-9973. Failure of Tenant to report any deficiencies shall hereby be considered a waiver to claim any deficiency later under this Agreement.

15. **DAMAGE TO PREMISES.** In the event the Landlord or its agents must access the Premises to correct a problem, or emergency, Tenant will allow Landlord, or Landlord's agent(s) such access. Landlord will make every effort to minimize the interference of the Premises while this corrective action or emergency continues. In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

16. NOTICE OF DAMAGE. Tenant represents and warrants that it will contact the Landlord via phone number 914-772-9973 immediately upon the occurrence of any damage to any part of the premises. This includes the sounding of the septic alarm, or any damage to the premises, and personal injury to any person or animal in Tenant's party, or any loss of electricity, water, telephone service or water leaks. Tenant shall notify Landlord if either the septic alarm or electricity alarm sounds. Tenant understands that if any injury to anyone should occur, Tenant's first call should be to police, fire or ambulance via 9-1-1.
17. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises, its contents or the building.
18. SUBORDINATION OF LEASE. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
19. TENANT'S HOLD OVER. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from week-to-week shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at three thousand dollars (\$3,000.00) per week and except that such tenancy shall be terminable upon seven (7) days written notice served by either party.
20. SURRENDER OF PREMISES. Upon Check Out Time, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted. The key should be left on the kitchen island countertop.
21. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof. Tenant acknowledges that a caretaker or handyman may occupy the Garage and the Garage apartment.
22. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's Party, Tenant's family, guests, invitees, agents or

employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

23. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within one (1) day after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement.
24. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
25. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, or to defend any allegations relating to this Agreement, Tenant agrees to pay all expenses so incurred, including all reasonable attorneys' fee.
26. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
27. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New York.

28. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
29. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
30. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
31. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
32. NON-WAIVER. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
33. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
34. SPECIAL WARNING OF LAKE, HOT TUB AND BOAT(S). THE PREMISES ARE SITUATED DIRECTLY ON A DEEP FRESHWATER NATURAL LAKE AND AS SUCH, THE LAKE PRESENTS SEVERAL DANGERS AND HAZZARDS WHICH COULD INCLUDE SEVERE PERSONAL INJURY OR EVEN DEATH. TENANT, TENANT'S PARTY, AND ALL GUESTS ENTER THE LAKE, THE HOT TUB, BOAT DOCK AND BOATS AT THEIR OWN RISK. THE PREMISES INCLUDES THE HOUSE, SURROUNDING AREA, THE USE OF A HOT TUB, BOAT DOCK AND BOAT(S), WHICH ARE ALL IN "AS IS" CONDITION AND IF THE TENANT, OR ANY MEMBER OF THE TENANT'S PARTY USES THE HOT TUB, BOAT DOCK OR ANY OF THE BOATS, EXPRESSLY DOES SO AT HIS/HER OWN RISK. THE LAKE ESPECIALLY MAY HAVE HIDDEN DANGERS. THERE MAY BE LOGS, ROCKS OR BRANCHES IN THE WATER WHICH MAY NOT BE VISABLE FROM THE SURFACE. THERE MAY BE OTHER NATURAL DANGERS IN THE LAKE WHICH TENANT AND TENANT'S PARTY MUST MEET AT THEIR OWN RISK, SUCH AS SNAPPING TURTLES OR OTHER ANIMALS OR MAMALS. TENANT MUST INSPECT THE HOT TUB, BOAT DOCK AND BOAT AT THE START OF THE RENTAL AS REQUIRED BY PARAGRAPH 13. TENANT MUST ALSO INSPECT THE HOT TUB, BOAT DOCK AND BOATS BEFORE EACH TIME THEY

ARE USED BY ANY MEMBER OF TENANT' S PARTY OR ANY OTHER GUESTS. TENANT EXPRESSLY AGREES TO SUPERVISE THE USE OF THE HOT TUB, BOAT DOCK AND BOAT(S) WITH EVERY MEMBER OF THE TENANT' S GROUP AND EXPRESSLY AGREES TO REQUIRE EVERY MEMBER OF THE TENANT' S PARTY TO WEAR AN APPROPRIATE LIFE VEST AT ALL TIMES NEAR, ON OR IN THE LAKE, IN A BOAT, OR ON THE BOAT DOCK, AND EXPRESSLY AGREES TO RELEASE LANDLORD AND HOLD LANDLORD HARMLESS FROM ANY INJURY THAT MAY RESULT. TENANT EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND NOT TO HOLD THE LANDORD LIABLE FOR ANY NEGLIGENCE, DAMAGE OR INJURY THAT MAY RESULT FROM USING THE HOT TUB, BOAT DOCK, BOAT(S) OR THE LAKE. TENANT EXPRESSLY REPRESENTS AND WARRANTS THAT THEY WILL NOT ALLOW ONE PERSON TO EVER ENTER THE LAKE ALONE, UNSUPERVISED AND THAT A MINIMUM OF AT LEAST TWO PEOPLE WILL ALWAYS BE TOGETHER WHEN NEAR IN OR AROUND THE LAKE OR HOT TUB. TENANT EXPRESSLY REPRESENTS AND WARRANTS THAT THEY WILL NOT ALLOW HORSEPLAY OF ANY KIND, IN AND AROUND THE LAKE, BOATS OR HOT TUB AT ANY TIME. TENANT EXPRESSLY REPRESENTS AND WARRANTS THAT THEY WILL NOT ALLOW ANY MEMBER OF TENANT' S PARTY TO ENTER THE LAKE AFTER DARK OR TAKE ANY OF THE BOATS INTO THE LAKE FOR ANY REASON AFTER THE SUN HAS SET OR IF THE WEATHER IS COLD (BELOW 60 DEGREES FAHRENHEIT), RAINY, FOGGY, THUNDER, LIGHTENING OR OVERCAST. TENANT EXPRESSLY REPRESENTS AND WARRANTS THAT THEY WILL NOT ALLOW ANY OF THE FOLLOWING AT ANY TIME: CONSUMING OF ALCHOLOL OR ILLEGAL DRUG USE NEAR, IN AND AROUND THE LAKE, BOAT DOCK, BOATS OR HOT TUB, OR ALLOWING INTOXICATED INDIVIDUALS TO BE NEAR, IN AND AROUND THE LAKE, BOAT DOCK OR HOT TUB, THE USE OF ELECTRICAL DEVICES IN NEAR AND AROUND THE LAKE, HOT TUB, OR ANY OTHER BODY OF WATER. TENANT EXPRESSLY REPRESENTS AND WARRANTS THAT THEY WILL NOT ALLOW DIVING INTO THE LAKE FROM THE SHORE, OFF OF THE BOAT DOCK, OR OUT OF ANY BOAT AT ANY TIME AND FOR ANY REASON. TENANT EXPRESSLY REPRESENTS AND WARRANTS THAT IF THEY, IN USING THEIR BEST JUDGMENT, SEE ANY INDICATION OF DANGER, HARM OR POTENTIAL PROBLEM, DANGER OR HARM, THEY WILL INTERVENE AND END SUCH BEHAVIOR AT ONCE; AND IF THEY ARE UNABLE TO END THE BEHAVIOR, THE TENANT EXPRESSLY REPRESENTS AND WARRANTS THAT THEY WILL CALL THE POLICE IMMEDIATELY AT 9-1-1 TO SEEK ASSISTANCE. UNDER NO CIRCUMSTANCES SHOULD THE TENANT ALLOW ANYONE TO ACT IN A DANGEROUS, OR POTENTIALLY

DANGEROUS MANNER AT ANY TIME. TENANT EXPRESSLY REPRESENTS AND WARRANTS THAT THEY WILL CONTACT THE POLICE AT 9-1-1 IMMEDIATELY IN THE EVENT OF ANY EMERGENCY OR SITUATION THAT MAY ESCALATE TO AN EMERGENCY. TENANT EXPRESSLY REPRESENTS AND WARRANTS THAT THEY WILL COOPERATE WITH POLICE, FIRE, AMBULANCE OR ANY OTHER AUTHORITIES WHO MAY NEED INFORMATION, ACCESS TO THE PREMISES OR ANY OTHER HELP.

(Agreement Continues on Next Page.)

35. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:
Helen Angelis
92 Westminster Rd
Chatham, NJ 07928
Tel: 914-772-7132
Tel: 914-772-9973

If to Tenant to:

Tenant's Name

Tenant's Address

Tenant's Telephone number

or to the Premises if after the Check In Time and during the Term.

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

(The remainder of this page left blank intentionally.)

The parties have read, understand and agree with the terms of this Agreement including paragraphs 14 entitled "Condition Of Premises" and paragraph 34 entitled "Special Warning of Lake, Hot Tub and Boat(s)" and hereby freely agree to every provision of this Agreement and do legally sign below:

Tenant's signature: _____

Today's date: _____

Tenant's name: _____

Tenant's address: _____

Tenant's telephone: _____

Tenant's email: _____

Landlord's signature: _____

Today's date: _____

Landlord's name: Helen E Angelis

Landlord's address: 92 Westminster Rd.
Chatham, NJ 07928

Landlord's telephone: 914-772-7132
914-772-9973

Landlord's email: hangelis@yahoo.com
dangelis@yahoo.com