

## Fixed-Term Residential Lease

### Clause 1. Identification of Landlord and Tenant

This Agreement is entered into on \_\_\_\_\_, 200\_\_\_\_, between  
\_\_\_\_\_  
\_\_\_\_\_ (Landlord) and

(please only PRINT names below, signatures are required on last page)

1 \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Cosigner)  
2 \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Cosigner)  
3 \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Cosigner)  
4 \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Cosigner)  
5 \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Cosigner)

**Notice: Each Tenant/Cosigner is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.**

### Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at \_\_\_\_\_,  
Rochester, New York, together with the following appliances:  
\_\_\_\_\_  
\_\_\_\_\_

### Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement. Occupancy by guests for more than ***ten days every six months*** is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

### Clause 4. Term of the Tenancy

The term of the rental will be \_\_\_\_\_ and will begin on \_\_\_\_\_, 200\_\_, and will end on \_\_\_\_\_, 200\_\_. If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term. **Important note:** If you wish to renew your lease after the first year, you must give notification by **April 1<sup>st</sup>** of each year.

### Clause 5. Payment of Monthly Rent

Tenant will pay to Landlord a monthly rent of \_\_\_\_\_ dollars (\$\_\_\_\_\_), payable in advance on the ***first day*** of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent shall be paid by mail to: ***Richard Hunt*** at ***620 Park Ave #119***, ***Rochester NY, 14607***

#### Prorated first month's rent if applicable:

For the period from Tenant's move-in date \_\_\_\_\_, 200\_\_, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \_\_\_\_\_ dollars (\$\_\_\_\_\_). This amount will be paid on or before the date the Tenant moves in.

**Clause 6. Late Charges**

If Tenant fails to pay the rent in full before 6:00 PM of the fifth day after it's due, Tenant will pay Landlord a late charge of \$40.00, plus \$10.00 for each additional day that the rent remains unpaid. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

**Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenant will pay Landlord a returned check charge of \$30.

**Clause 8. Security Deposit and Last Month Rent**

**Last Month Rent:** On signing this Agreement, Tenant will pay to Landlord the non-refundable sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), (Last Month Rent), which will be applied as rent credit toward the last month of the lease term. If the Tenant and Landlord wish to renew the lease term, the Last Month Rent credit will be "pushed back" to the new last month.

**Security Deposit:** Prior to moving into house, Tenant will pay to Landlord the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) as a security deposit. Security Deposit(s) will be held in a non-interest bearing account. Tenant may not apply security deposit to rent or to any other sum due under this Agreement. Within thirty days after Tenant has vacated the premises, returned all keys and provided Landlord with a forwarding address, Landlord will return security deposit to Tenant. If the premises are damaged in any way, the Landlord may retain an appropriate amount to cover the cost of correcting such damages. If any of security deposit is retained by Landlord, an itemized written statement of the reasons for, and the dollar amount of each item, will be provided to Tenant. ***Interim damage will not be charged against the security deposit.***

**Interim damage** will be repaired by contractors selected and hired by Landlord. Tenants will be provided with copy of repair bill and will reimburse Landlord immediately upon receipt of bill.

**Clause 9. Utilities**

Tenant is responsible for establishing connections/services and payment of the following: **gas, electric, phone, and cable and internet**. Contact Rochester Gas and Electric to have service established in Tenant name.

Landlord will pay for: **water and garbage collection**

**Clause 10. Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord. If Landlord does permit a sublease arrangement, an application must be completed by sublessor for approval by Landlord, Tenants, and Cosigners.

**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) be prepared for quarterly house inspections which will occur at three month intervals, and for such inspections tenant shall have house in good clean condition, organized in such a manner that landlord may inspect all important aspects of house, in order to maintain the health, safety, and welfare, of Tenants, and property; (2) keep the premises clean, sanitary and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. **Tenants shall guarantee that the house be regularly cleaned and in good condition. Landlord reserves the right to hire professional cleaners and be reimbursed by tenants if it is determined that tenants are not sufficiently cleaning house.** (3) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (4) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect. (5) Tenant is responsible for periodic collecting (picking up) of debris that may accumulate in front yard between porch and sidewalk (6) Tenant is responsible for keeping water off the floor in the bathroom, adjacent to the tub/ shower and to keep a towel on floor as needed to keep floor dry at all times; (7) be prepared for house showings in the month of April and at other times during the summer, for which landlord will require access to house (all rooms), to allow prospective incoming tenants an opportunity to evaluate the house for rental purposes; (8) garbage collection is on \_\_\_\_\_ morning. The Tenant agrees to empty the leased premises of excess garbage and place the said garbage at curbside on \_\_\_\_\_ evening and promptly return empty garbage to side of house within 24hours. Tenant is also responsible for compliance with the City recycling law;

**Clause 11. Continued**

(9) Clothes Dryer: clean out lint filter **after every use**; (10) Snow Removal: Tenant is responsible for removing snow from and salting porch, steps, and walkway connecting to the City sidewalk. The City will plow the main sidewalk. (11) Protect hardwood floors by ensuring that bottom of all furniture legs have smooth or padded surface which will not scratch floors. Otherwise ensure that protective pads, carpet, etc. are placed under the legs of all furniture.

**Clause 12. Repairs and Alterations**

Tenant will not make any repairs or alterations to the premises without Landlord's prior written consent. Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises. ***Do not put locks on individual bedroom doors.***

**Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to **quiet enjoyment** of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste (severe property damage); or (3) **create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident. At no time shall the house be used as a place for House Parties: which is defined as six or more people coming and going through the night, after 10pm, talking loudly or playing loud music on porch, in house, or in street near cars in such a manner that disturbs neighbors.**

**Clause 14. Pets**

No animal, bird, or other pet will be kept on the premises unless tenant obtains landlord's written consent. Landlord requires additional security deposit for a pet. No dogs are permitted under any circumstances.

**Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual, semi-annual, or quarterly inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impracticable to do so, Landlord shall give Tenant **twenty- four hours** notice before entering.

**Clause 16. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for **ten** or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 17. Possession of the Premises**

Tenant's failure to take possession: If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

Landlord's failure to deliver possession: If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**Clause 18. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

**Clause 19. Lead Paint Disclosure**

It is the Landlord's belief that the house you are renting contains lead based paint which was commonly in use prior to the year 1978. Lead is known to pose serious health hazards if ingested. Although it can harm adults at higher levels, it is critical that infants and small children not be allowed to ingest lead paint chips or lead paint dust which may occur in old houses. The lead paint in this house has been largely encapsulated with subsequent coats of non-lead paint to reduce this hazard and to comply with the City Property Maintenance Code.

**Clause 20. Additional Provisions**

Additional provisions are as follows:

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**Clause 21. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Clause 22. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant’s guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant’s Rental Application, are grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

**Clause 23. Entire Agreement**

a. This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

b. The failure of Tenant or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

**Clause 24. General House Rules**

1. No parking is permitted on lawn or sidewalks at any time. It is a City violation and tickets or fines may be imposed against Tenant and/ or Landlord.

2. Personal property left by tenants which is not removed from the premises at the end of the lease will be considered abandoned and consequently becomes the property of the Landlord. Costs incurred to remove such abandoned property (i.e. disposal service) shall be born by the Tenant.

3. To ensure proper payment of rent, rent money shall be placed in an envelope, addressed properly. Note the house or address for which payment is being made. Do not write the words ‘rent money’ on the envelope, or put cash in an envelope

4. One Check: Landlord is to receive only one check each month to cover the full rent.

5. Hanging of small, light, pictures, prints, clocks, etc., is permitted if done with care. Use only small wire brads (approx. size of thumb tack). Anything larger, such as nails, may crack plaster walls, or cause damage by penetrating mechanical/electrical installations within wall.

**6. Renewal notification: by April 1<sup>st</sup> you are required to give notice to Landlord of whether or not you would like to renew your lease.**

7. Do not leave upholstered furniture (couches, etc) on your porch.

8. Repairs: do not attempt any repairs yourself. Landlord has many reasonably priced tradesman available to handle all repairs.

9. Garbage: do not allow garbage, debris, returnable bottles, etc. to accumulate inside or outside of house. Dispose of garbage weekly utilizing large green tote. **Return garbage tote promptly to side of house the same day after it has been emptied by the City.**

**Clause 24. (continued)**

10. Do not change locks on any exterior doors at any time. **Do not install interior locks on any of any kind on**

**individual bedroom doors.** In the event of an urgent repair or emergency, Landlord will need full access to the entire property.

11. **Front yard upkeep:** Tenants are expected to periodically pick up, keep clean and free of debris such as cigarette butts, bottle caps, etc.. Landlord shall take care of the lawn, leaf removal, and garden upkeep. Failure to keep front yard clean may result in cleaning charges to be reimbursed by Tenant.

12. Front storm door warning: Storm doors are not designed to withstand hyper-extension due to misuse or wind catching the door. **Be sure you always close the storm door securely.** Tenants are responsible for damage to storm doors.

13. Repairs / Damage: tenants must notify the landlord immediately when damage occurs outside or inside the house. At that time it will be determined if the damage was due to tenant abuse or neglect. If you do not notify the Landlord immediately of obvious damage, it will be assumed that it was caused by tenants, and in turn Tenants will be charged for damage. If you believe vandalism has occurred, Tenant must file a written police report within 24 hours or it will be assumed that Tenant is responsible for such damage.

14. Animal control: If for example a window is left open and a bird or squirrel enters the house, it is the Tenant's responsibility to remove, or have removed, the animal from the house. City of Rochester Animal Control can be very helpful in such instances. If an animal infestation is discovered in the house, Tenant should immediately notify the Landlord.

15. Waterbeds are strictly prohibited.

16. No outdoor grill or open flame is permitted on any porch.

17. Plugged drains: Most clogged drains can easily be unclogged with a plunger. Please keep a plunger handy and be prepared to use it. Laundry tub drain – at least once a week remove accumulated lint from the catch at mouth of drain.

18. Renters insurance: it is recommended that the Tenant obtain renters insurance to cover damage or loss of personal property resulting from fire, vandalism, water leaks, theft or any other reason. Insurance is recommended but optional.

19. Old houses inherently have some "problems" because everything does not work like new. For example, some windows do not slide up and down easily, some door hardware, hinges, and latches, might be a little out of alignment. During heavy rains, the basement may show some minor pooling of water on the floor. Minor problems such as these will not necessarily be fixed unless they pose a health hazard or other limitation to the Tenant. However the Landlord is always open to discussing such repair matters and deciding what can be done.

20. Plastic "shrink wrap" on windows for insulation purposes is strictly prohibited. This insulation product causes damage to windows.

21. Laundry tub: the basement laundry tub is intended for water only. Do not use tub for hobbies or projects involving harmful liquids such as paint. Paint will clog drains quickly.

22. Subleasing is permitted provided an application to Sublease is submitted for sublessor; a \$40 processing fee is paid per sublessor at time of application

**Clause 25. Tenant and Cosigner Agreement (continued next page)**

**Clause 25. Tenant and Cosigner Agreement**

Cosigner agrees to be jointly and severally liable with Tenant for Tenant's obligations arising out of the lease or rental agreement contained herein, including but not limited to unpaid rent, property damage and cleaning and repair costs that exceed Tenant's security deposit. Cosigner further agrees that Landlord will have no obligation to report to Cosigner should Tenant fail to abide by the terms of the lease or rental agreement. (For example, if Tenant fails to: pay the rent on time; causes damages; or fails to **properly maintain and regularly clean the premises**, Landlord has no duty to warn or inform Cosigner, and may demand that Cosigner pay for these obligations immediately).

If during the course of the Lease year, and as discovered during quarterly inspections, that Tenant is not maintaining or sufficiently cleaning house, Landlord may or may not contact cosigner to help or otherwise facilitate in the cleaning of house. If Tenant assigns or subleases the Premises, Cosigner shall remain liable under the terms of this Agreement for the performance of the assignee or sublessee, unless Landlord relieves Cosigner by express written termination of this Agreement. If Landlord and Cosigner are involved in any legal proceeding arising out of this Agreement, the prevailing party shall recover reasonable attorney fees, court costs and any costs reasonably necessary to collect a judgment.

**Signatures**

Landlord (print) \_\_\_\_\_  
(sign) \_\_\_\_\_ (date) \_\_\_\_\_

Tenant #1 (print) \_\_\_\_\_  
(sign) \_\_\_\_\_ (date) \_\_\_\_\_

Cosigner #1 (print) \_\_\_\_\_  
(sign) \_\_\_\_\_ (date) \_\_\_\_\_

Tenant #2 (print) \_\_\_\_\_  
(sign) \_\_\_\_\_ (date) \_\_\_\_\_

Cosigner #2 (print) \_\_\_\_\_  
(sign) \_\_\_\_\_ (date) \_\_\_\_\_

Tenant #3 (print) \_\_\_\_\_  
(sign) \_\_\_\_\_ (date) \_\_\_\_\_

Cosigner #3 (print) \_\_\_\_\_  
(sign) \_\_\_\_\_ (date) \_\_\_\_\_

Tenant #4 (print) \_\_\_\_\_  
(sign) \_\_\_\_\_ (date) \_\_\_\_\_

Cosigner #4 (print) \_\_\_\_\_  
(sign) \_\_\_\_\_ (date) \_\_\_\_\_

Tenant #5 (print) \_\_\_\_\_  
(sign) \_\_\_\_\_ (date) \_\_\_\_\_

Cosigner #5 (print) \_\_\_\_\_  
(sign) \_\_\_\_\_ (date) \_\_\_\_\_