

Individual Fixed-Term Residential Lease

Clause 1. Identification of Landlord and Tenant

This Agreement is entered into on _____, between

_____ (Landlord)
and _____ (Tenant).

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:

together with the following utilities, appliances, and furniture:

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 _____, 2_____, and will end on _____, 2_____. 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 **January 1st** 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 M. Hunt 45 Coral Way Rochester NY 14618**

Prorated first month's rent if applicable:

For the period from Tenant's move-in date _____, 2_____, 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 Charge

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

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 **30 days** after Tenant has vacated the premises, returned all keys

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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.** If tenant fails to execute lease after property has been committed to applicant, applicant may lose all or part of the 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

Landlord will pay for all utilities including gas, electric, water, refuse collection, and internet. **Tenant agrees to reasonably conserve energy usage (gas and electric).**

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. There is a \$40 processing fee per sublet.

Clause 11. Tenant Care and Maintenance Responsibilities and Landlord Disclosures

_____ **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.

_____ **Rent Payment:** Landlord is to receive only one check each month to cover the full rent of the house. To ensure proper payment of rent, please place payment in an envelope, addressed properly. Write your house number or address for which payment is being made. Do not write the words 'rent money' on the envelope. Under no circumstances should you put cash in the envelope. **(Note that rent checks shall be made out to Richard Hunt, 620 Park Ave #119 Rochester NY 14607.)**

_____ **Subleasing:** Subleasing is permitted only with prior written approval from Landlord and provided an application to Sublease is submitted. Each tenant wishing to sublease should complete the form. There is a \$40 processing fee per sublease. The subleasing form can be found at www.rmhhouses.com.

_____ **House Condition at Move-in:** Our policy is to give each exiting group of tenants an opportunity to clean the house, and then after our inspection, follow up with professional cleaners as needed. When you are moving in, and you have had a chance to inspect the house, if you are unhappy in any way with the cleanliness of the house, please contact RMHHouses and we will take care of any cleaning issues the first week you are in the house. You will be expected to leave the house in clean condition upon your moving out.

_____ **Old House Condition:** Please be aware that in general old houses may have some problems because everything does not work like new such as windows and doors for example. During heavy rains, the basement may have 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, RMHHouses is always open to discussing such repair matters and deciding what can be done.

_____ **Damage Reimbursement:** Tenant shall reimburse RMHHouses upon demand for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

_____ **Use of Basement for Storage:** Do not put wood or cardboard boxes directly on basement floor. Floor may get wet during heavy rains and items will get moldy. Do not allow excessive mold to grow on any basement items. Also do not put anything within **10 feet** of the furnace and hot water tank. Keep this area clear for maintenance and fire safety.

_____ **Notification of Dangerous Conditions:** In general, immediately notify RMHHouses of any defects or dangerous conditions of which Tenant becomes aware both inside and outside the house. Failure to notify RMHHouses of damage may result in Tenant responsibility for such damage and any related charges. If you believe vandalism has occurred, Tenant must file a written police report within 24 hours.

_____ **Quarterly House Inspections:** For the health, safety, and welfare, of tenants, and property, RMHHouses will conduct house inspections which will occur at approximately three-month intervals. Tenants should have house picked up and organized so that RMHHouses may inspect all rooms and spaces of house.

_____ **Cleaning:** Tenant shall keep the premises clean, sanitary and in good condition and, upon termination of the tenancy, return the premises to RMHHouses 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. RMHHouses reserves the right to hire professional cleaners and be reimbursed by tenants if it is determined that tenants are not sufficiently cleaning house. RMHHouses considers a lack of regular cleaning to be damage.**

_____ **Renewal Notification:** By **December 1st** you are required to give notice to RMHHouses of whether you would like to renew your lease. If you are not renewing your lease for another year, please be prepared for house showings and know that RMHHouses will require access to house (all rooms) for prospective incoming tenants.

_____ **Bathroom Floor/Water:** Tenant is responsible for keeping water off the bathroom floor, **especially at the edge of the shower curtain.** Please keep a towel on floor as needed to always keep floor dry in this area.

_____ **Bathroom Walls and Ceiling:** Tenant is responsible for preventing / removing mold and mildew growth in bathrooms regardless of whether an exhaust fan exists in the room. All surfaces in bathroom, especially walls and ceiling, must be periodically sprayed and or wiped down with sponge or mop with an appropriate cleaner. A mixture of bleach and water does a good job.

_____ **Washer and Dryer:** Clean out dryer lint filter after every use. **Do not overfill washer or dryer; fill at half capacity** and do smaller loads. Do not use machines for large items such as bedspreads and comforters – take to commercial Laundromat. Tenants shall provide their own garbage can for the laundry area (lint, empty containers, etc.).

_____ **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. At least once a week remove accumulated laundry lint from the catch at mouth of drain at bottom of tub.

_____ **Hardwood Floors Protection:** Furniture legs should have smooth or padded surface which will not scratch floors – place protective pads, carpet, etc. under the legs of all furniture. Use small area rugs to protect floors in heavy traffic areas, and especially at entry doors. Also, please keep water off hardwood floors. Hardwood floors (and bay window seats) may buckle up if water is left on the wood.

_____ **Wood Door Care and Protection:** Many of our houses have original/antique wooden doors which need special care. Do not install mirrors or hooks in doors. Do not hang wet towels on doors – moisture will loosen/dissolve the original door finish.

_____ **Wall Protection Behind Furniture and Beds:** Ideally you will bring area rugs to place under all furniture. If you do not, furniture can slide up against walls and cause damage over time. Sliding can be stopped by placing short wood blocks behind the back legs on the floor. We also recommend putting pads on metal bed frames that may rub against wall.

_____ **Repairs:** Tenant will not make **ANY** repairs or alterations to house (NO painting). Do not install clothes hooks or shelves.

_____ **Locks:** Do not re-key or install any locks. **Do not put locks on individual bedroom doors.**

_____ **Hanging Artwork:** Hanging artwork, pictures, etc., is only permitted on pre-installed picture rails provided by RMHHouses. Each room has several wood picture rails (flat wood strips about five feet off floor). Small wire brads 1" or shorter, thumbtacks or 3M removable adhesive may be applied to picture rail surface only. Double-sided tape, duct tape, and other forms of tape are prohibited. **However, you may use blue or green painters' tape, which is designed for easy removal.**

_____ **Porch Furniture:** Do not leave upholstered furniture (couches, etc.) on your porch. Please use outdoor deck/patio furniture.

_____ **Front Yard Upkeep:** Tenant is expected to periodically pick up, keep clean and free of debris (e.g., paper, cigarette butts, bottle caps) in the area between front porch and the street.

_____ **Parking on Lawn:** Do not park cars, moving truck, etc., on lawn for any reason, at any time.

_____ **House Drains:** Only flush toilet paper down toilet. Do not flush any feminine products down the toilet as this often results in clogged drains! If you notice tub is draining very slowly or not at all, contact RMHHouses as soon as possible for hair removal from drain. Tenant will not be charged for this service.

_____ **Plugged Toilet Drains:** Most plugged toilet drains can easily be unclogged with a plunger. Please keep a plunger handy and be prepared to use it.

_____ **Fire Safety:** Do not block electric baseboard heaters (attic level) with furniture and beds. Keep furniture, curtains, etc., 12" or more away from baseboard heaters. There are NO operable fireplaces in any of our houses. Do not remove or unplug smoke detectors or carbon monoxide detector in house. Contact RMHHouses if you believe these devices are not operating correctly.

_____ **Windows/Curtains:** Most rooms are furnished with curtain rods, and many windows are furnished with miniblinds. Tenant may install their own curtains utilizing the existing rods. **Do not install new hanging rods or hardware.**

_____ **Insulation at Windows:** Do not attempt to add insulation to windows. Plastic "shrink wrap" film on windows for insulation purposes is strictly prohibited. This insulation product causes damage to windows. Double sided tape, duct tape, and other forms of tape which when removed leave behind adhesive or damage walls are prohibited. Non-adhesive felt rolls may be used. Contact RMHHouses for further info.

_____ **Air Conditioning:** If air conditioning is desired, you may use the newer portable floor type units that only exhaust through the window. Landlord does not provide A/C units. **NOTE: traditional window type air conditioners can damage windows and are strictly prohibited.** Window type A/C units can fall out if improperly installed. Additionally, window A/C units are attractive to bats flying around at night during the warm summer months. Bats can find openings around the unit/window installation and enter the house. Please contact RMHHouses for further information if needed.

_____ **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 pay for the removal of the animal. In this event call RMHHouses and we will use one of our exterminators. The cost of removal is Tenant's responsibility. If a wild animal infestation is discovered in or around the house, Tenant should immediately notify Landlord. In this instance Landlord will pay for such removal.

_____ **Waterbeds:** Waterbeds are strictly prohibited.

_____ **BBQ Grills:** No outdoor grill or open flame is permitted on any porch. Gas BBQ if/when in use must be 5ft or further away from the house.

_____ **Removal of Personal Property:** Personal property left behind by Tenant at the premises at the end of the lease will be considered abandoned and consequently becomes the property of RMHHouses.

_____ **Snow Removal:** Tenant is responsible for removing snow from and salting porch, steps, and the short walkway which connects to the main City sidewalk. The City will plow the main sidewalk.

_____ **Garbage:** Tenant should at minimum dispose of accumulated garbage once per week. City garbage collection is on **Thursday** morning. Garbage tote may be brought to the curb Wednesday evening or by 6:30 a.m. Thursday morning. The emptied garbage tote must be promptly returned to side of house within 24 hours after it has been emptied. Tenant is also responsible for compliance with the City recycling law. Go to cityofrochester.gov for further information.

_____ **Final Clean-up and Garbage Removal:** At end of lease when moving out, Tenant is entitled to fill the garbage tote provided with the house only. Any other garbage left behind, inside or outside the house, including at the curb, will be subject to a **minimum \$200 removal charge** at RMHHouses' discretion. It is strongly advised to reduce and simplify your move out by disposing of things several weeks in advance. Tenant is required to follow the City of Rochester rules for garbage pickup.

Clause 12. 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 13. No Pets

No cats, dogs, birds, or other pet will be kept on the premises.

Clause 14. 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 24 hours notice before entering.

Clause 15. 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 16. 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 17. 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 18. 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 19. Additional Provisions

Additional provisions are as follows:

Clause 20. 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 21. 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 22. 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 23. 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 other 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 (print): _____

(sign) _____ (date) _____

Cosigner (print): _____

(sign) _____ (date) _____
