

# West Shore Apartments, LLC

107 Worth Street • Ithaca, NY 14850  
(607) 273-7368



## 1. Residency and Financials

### 1.1 RENTAL PROPERTY PARTIES AND LOCATION

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#### 1.1.A Parties to Lease Agreement

“Lease Agreement” made between West Shore Apartments, LLC hereinafter referred to as “Landlord” and <<Tenants (Financially Responsible)>> hereinafter referred to as “Tenant” jointly and severally, without regard to identity or number, for the rental of the furnished apartment at <<Unit Address>> which will be referred to in this Lease as the “Apartment.”

Lease term beginning <<Lease From>> at 12:00pm and ending <<Lease End Date>> at 10:00 AM.

#### 1.1.B Apartment Use

The Tenant(s) will use the property only as a residence. The only person(s) living in the property is/are those named on the lease. Any change in occupancy must be approved by the landlord, subject to housing code compliance, and an adjustment in the amount of rent.

### 1.2 RENTAL PROPERTY PAYMENT TERMS

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1.2.A Rent will be <<Monthly Rent>> due to West Shore Apartments, LLC by the 1st or 15th day of each month. Rental Payments are to be made through online rental payment service. Landlord will send a link to the web-based tenant portal to tenant prior to the first month’s rent payment. Rental payments may also be paid via check (with street address and apartment number on the check) made payable to: West Shore Apartments, LLC. Rent is deemed paid when good funds are received by the Landlord. If Tenant is a college student, a parent’s or guardian’s guaranty of payment may be required by Landlord at Landlord’s sole discretion.

#### PAYMENT SCHEDULE

FIRST MONTH'S RENT.....<<Monthly Rent>> Within 5 days of lease signing

SECURITY DEPOSIT.....<<Monthly Rent>> Within 5 days of lease signing

REMAINING RENT.....<<Monthly Rent>> On or before 1st or 15th day of each month

for the remaining Lease term.

**It is expressly agreed this Lease cannot be modified orally. Tenant agrees and understands these terms:**

1.2.B Rent Payments - Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in this Lease shall be deemed to be nothing more than a partial payment on that account. Under no circumstances shall Landlord’s acceptance of a partial payment constitute accord and satisfaction, nor will Landlord’s acceptance of a partial payment forfeit Landlord’s right to collect the balance due on the account, or to pursue any other remedy available to it under the law. Additional rent, as defined in provision 4.1.C, is due upon demand. Payments received by the Landlord when there are amounts past due shall be first applied to any outstanding balance, then applied to the current amount due.

The first rent payment is due on the commencement date of this Lease. All other rent payments are due on the 1st or 15th day of each month. Prepayment of rent may be paid, up to full rent due based upon the terms of the lease. Tenant hereby deposits <<Monthly Rent>> to be held as a security deposit and deposited in a security escrow account at Community Bank. A fully funded security deposit is necessary to secure this lease. The Tenant also hereby deposits <<Monthly Rent>> to be used as first month’s rent. Tenant acknowledges that keys for the Apartment will not be given until at least first month and security deposit is paid in full.

Tenant acknowledges that first month and security deposit must be made within 5 days from the date the lease is executed by both parties. If the first month’s rent and security deposit are not paid in full within 5 days, the Landlord has the right to rent the Apartment to whomever the Landlord chooses. Any money paid to the Landlord to this point will also be forfeit.

By initialing below, you acknowledge and agree to the terms in Section 1.

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## 2. Policies and Procedures

### 2.1 UTILITIES AND SERVICES

#### 2.1 Landlord will be responsible for the following utilities and services:

<<Utilities Included>>

If electric and gas heat is not provided by Landlord, Tenants are required to have the utilities and services turned or transferred into Tenant's name, prior to check-in, for the entire duration of the Lease. CONTACT #: NYSEG- 800-572-1111 Tenant understands and agrees that essential services (electric and gas) are to be maintained at all times. When Tenant is responsible for gas (heat), it is required to maintain adequate heat in winter to prevent pipes from freezing and to maintain a minimum of 55 degrees Fahrenheit thermostat setting at all times to prevent damage.

**WIFI & Cable** - If Tenant desires television cable or internet, services may be set up through any local provider. Apartments contain pre-existing lines which should be used for cable and internet service. If additional lines or wires are necessary, the Landlord or his agent shall direct the electricians as to where and how the wires are to be introduced and without such directions, no borings or butting for wires shall be permitted.

For properties where WIFI is provided, Tenants will be granted access to the building's high-speed internet service via WIFI connection via email. Each user will receive a username and password. WIFI internet is provided to Tenants free of charge. The WIFI connection allows unlimited use for internet access through the use of wireless phones and computers but does not include access for peripheral devices such as speakers, smart devices, TV, or gaming devices. Disruption in WIFI service does not constitute a breach of contract. The Landlord has the right to discontinue service at any time. Illegal and/or inappropriate use of this free service will result in discontinuation of service. Tenant may set up internet service with an outside company for personal internet service at any time. Wires or equipment require prior landlord consent.

**2.1.A Interrupted Service:** Tenant agrees that Landlord will not be held responsible for the loss of use, or discontinuation or interruption of any utility service beyond the Landlord's control. Tenant shall notify the Landlord of any malfunction of a utility.

**2.1.B Heat:** If the Landlord is responsible for heating, Landlord will abide by the Ithaca City Housing Code. The tenant will not be negligent in his/her use of any included utility or service. Tenants must keep windows, storm windows (the outer windows) and exterior doors closed at all times during the heating season. Violations will result in a \$40.00 charge for each violation.

### 2.2 APARTMENT FURNISHINGS

**2.2.A Major Appliances:** (air conditioners, extra refrigerators, electric space heaters etc.) not provided by Landlord may not be used without the prior consent of Landlord. The Landlord may, at its sole discretion approve and assist with the installation of air conditioners. Landlord reserves the right to deny the installation of a particular air conditioning unit for any reason. All A/C units must be removed by October 1st.

Landlord accepts no responsibility for the maintenance, repair, or upkeep of any appliance supplied by Tenant. Tenant is responsible for any damage that occurs to the Premises resulting from the addition of any appliance that is supplied by the Tenant.

**2.2.B FURNITURE:** Each Apartment or House is appropriately furnished; there is to be no removal of furniture without consent of Landlord. The only furniture that should be outside in yards or on porches is outdoor furniture (i.e. designated for outdoor use).

**2.2.C LOCK-OUT:** A \$20 fee will be charged for each lockout outside office hours. (9am-5pm weekdays)

**2.2.D KEYS and LOCKS:** A replacement key fee of \$25/key will be charged for lost or broken keys. Tenants may not change locks on doors or install additional locks. If Tenant requests a change or addition of a lock, Landlord will make the appropriate arrangements, with the cost thereof to be paid by Tenant.

### 2.3 PETS

**2.3.1 Pets:** No pets will be allowed in Apartments or buildings at any time. Any violation to this provision will result in the immediate removal of the animal and a minimum \$300.00 charge.

By initialing below, you acknowledge and agree to the terms in Section 2.

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## 3. Rules and Responsibilities

### 3.1 APARTMENT AND PROPERTY RULES

**3.1.A SUB-LEASE:** Tenant must complete a SUBLET AGREEMENT (form to be supplied by Landlord upon request) in order to sublease the Apartment, or any part thereof for the whole or any part of said term, with the consent of the Landlord, not to be unreasonably withheld. When sublease does occur, the security deposit and last month's rent are to be adjusted internally between original Tenant and Sub-tenant. The Tenant named in this Lease is responsible for this Apartment from the first day of this Lease, and remain responsible for all terms of the Lease when subletting, including any damages or legal liability for the actions of the sub-tenants. Landlord does not re-inspect Apartments mid-Lease term. Landlord will repair damages so charges may be settled between Tenant and sub-tenants. Tenant's account will be supplied to Tenant and sub-tenant upon written request. Tenant agrees not to transfer, assign, or sublease the Leased Premises without the Landlord's permission. Landlord may charge a \$50 processing fee for any assignment or sublease. A signed Sublease agreement and Tenant Update Form is required for all subleases.

**3.1.B CONDUCT:** Tenant is responsible for the conduct of themselves, guests and visitors. Tenant will not commit or allow others to commit any of the following: Occupancy by other than the above listed Tenants is forbidden. Guests for more than 72-hour period of time must be cleared with owner. Peace and quiet, clean surroundings must be maintained. Tenants agree to respect the rights of their neighbors both in the home and in surrounding homes, to protect everyone's right to peace, quiet, and safety. It is required that between the hours of 10:00 pm and 8:00 am, stereos, TV, general socializing and living be kept at very low levels. Under no circumstances are drugs or illegal activity of any kind to take place in or around the Apartment. Tenants will pay for all damages to Apartment, appliances and furnishings caused by himself, his guests or others not under the Landlord's control. This includes any damages caused by visitors to the property.

**3.1.C TRASH / RECYCLING:** Tenant agrees to store all garbage in closed bags to be placed in cans, in the area designated by the Landlord; and to keep area around cans clean. No refuse, furnishings, personal effect, or unsightly or hazardous items of any kind shall be placed on the exterior of the Apartment or on the porches or other structures pertaining to the Apartment. It will be the Tenant's responsibility to purchase trash tags for all trash that is not recyclable. There will be a \$25.00/bag fee for un-tagged trash. By Ithaca City Code, trash containers may not be stored within view of the street. Tenant agrees to abide by local regulations for recycling refuse and waste materials and shall be responsible for paying any fines arising from failure to recycle as required by law, for leaving trash or recyclables out on the wrong day or week or for any special collection or tipping fees assessed against the Landlord for garbage removal, and for any time and/or violations that are imposed on the Landlord due to Tenant's negligence. For more information see: <http://www.recycletompkins.org>.

**3.1.D PRIVACY:** Landlord recognizes that Tenant has a right to privacy and wishes to observe that right scrupulously. At certain times, however, the Landlord or his agent may enter the Apartment for the purposes of inspection, repair and maintenance of the Apartment, or to show the Apartment. Reasonable notice will be given if possible. In urgent situations (visible fire or smoke, sound of alarm, obvious odor of gas, plumbing or electrical problems, windows left open during the heating season, etc.) the Apartment may be entered without notice or delay without notifying Tenants.

**3.1.E JOINT and SEVERAL RESPONSIBILITY:** If the Lease is executed by more than one person as Tenants, all persons named shall be jointly and severally responsible to the Lease terms collectively and individually. This means that each person is individually and completely responsible for all obligations under the terms of the Lease Agreement.

**3.1.F INSURANCE:** The Landlord shall not be liable for any loss of Tenant's property by theft, burglary, fire, water, rain or other causes. Landlord does not provide any insurance coverage on Tenant's personal property. It shall be the Tenant's responsibility to purchase a Renter's Insurance Policy for the duration of the Lease Term. The insurance company should be properly licensed to do business in New York State and the policy must become effective on or before the beginning date of this Lease agreement. Failure to procure insurance shall be the Tenant's responsibility and Tenant alone shall bear the consequences.

#### 3.1.G APARTMENT CARE:

**3.1.G.a Mold & Moisture** - Tenant is responsible to assist the Landlord to prevent excessive moisture build-up and mold growth. Tenant must use bathroom exhaust fans when showering/bathing (when available) and take necessary measures to prevent mold/mildew from accumulating in the Apartment by keeping all areas of the Apartment free from water accumulation and cleaning, as necessary. Tenant agrees to report immediately to Landlord any evidence of water leak or excessive moisture in the Apartment.

**3.1.G.b Cleanliness** - Tenant agrees to maintain the Apartment in a neat and clean condition during the term of the Lease. This includes removal of trash and recyclables, and keeping floors free of clutter and odors. If this covenant is breached, Landlord may give Tenant a three-day notice to completely clean the Apartment. If Tenant fails to do so, Landlord or Landlord's agent may enter Apartment, clean and charge Tenant for cleaning (minimum cleaning fee of \$50.00).

**3.1.G.c Light Bulbs** - Landlord will ensure that all lights have working bulbs at the start of Lease. Tenant is responsible for replacing light bulbs during the term of the Lease with new bulbs. All replacement light bulbs must be energy star rated bulbs such as LED. Non-LED bulbs will be replaced at tenant's cost at the end of the lease. (Landlord is available to help with difficult or high fixtures.)

3.1.G.d **Painting & Agent Approval Required** - No painting or alterations are to be made to the Apartment without Landlord's written consent. The Landlord is responsible for all repairs.

3.1.G.e **Alcohol** - Any time alcoholic beverages are consumed in or around the Apartment, Tenant agrees there will never be more than double the occupancy of the Apartment in attendance.

**3.1.H REPAIRS:** It is the responsibility of the Tenant to notify the Landlord of needed repairs. Not reporting damages or a needed repair is considered willful negligence and Tenant will be held responsible for costs associated with damages. Tenant must report all dripping faucets, running toilets or other any other water wasting issue. Tenants are expected to maintain the Apartment in good condition and are responsible for damages to it.

### **3.1.I AVOIDING DAMAGE CHARGES:**

3.1.I.a **Tenant Damage** - Tenants shall not drive nails, screws, stick-ups, tape, poster tape, Blu Tack/Poster Putty or other devices, into or on the walls or wood work, install or attach devices, equipment or satellite dishes etc. Tenants will be charged for any damages resulting from such. Burn/damage to carpet, furniture and counter tops is also Tenant damage.

3.1.I.b **Drain and Toilet Clogs** - Tenant may only flush human waste and toilet paper down the toilet. Tenants shall never flush large wads of toilet paper, paper towels, wipes, fibrous materials, Q-tips, sanitary napkins, tampons, or condoms etc. down the toilet - these items are trash. Grease, oils, and coffee grounds etc., must be placed in the garbage, not in the toilet or down the drain - doing so is considered negligence. Substances such as Drano, Liquid-Plumr, etc. must not be used on toilets or drains. Tenant is responsible to notify West Shore Apartments if plunging does not correct the clogged toilet; never re-flush a clogged toilet. Water may overflow onto the floor and leak into lower apartments. Tenant may be held responsible for costs associated to all damages caused by this action, including blockage to sewage or drain pipes, and damages/repair costs caused by overflow.

3.1.I.c **Oven Care** - Do not use aluminum foil on the bottom of the oven – it will "melt" and fuse on to the surface of the bottom of the oven, which is extremely hot, and cause permanent damage to the oven - use a pan instead.

3.1.I.d **Pest Infestation** - To the extent not prohibited by any other law, any Tenant who intentionally, negligently, or by any means causes the Apartment, or any adjacent parcels, to be infested or otherwise affected by any bugs, roaches, bedbugs, insects, vermin, rodents or other pest will be subject to all actual and reasonable costs and damages incurred Landlord in correcting said infestation.

### **3.1.J SAFETY:**

3.1.J.a **Safety Detection and Prevention** - Smoke/carbon monoxide detectors are periodically tested by the City of Ithaca building inspectors as well as the Landlord and Tenants when Apartment Lease begins. For Tenant's protection, it is recommended to test detectors monthly. It is a violation to disable detectors in any way. Non-working or unusual alarms from detectors should be reported to the Landlord immediately. Failure to report a bad smoke detector or intentionally disabling the smoke detector is subject to a \$50.00 charge per occurrence as well as any additional charges for replacement or repairs of the unit and will be owed as additional rent provided for by provision 4.1.C herein. Each Apartment is equipped with a fire extinguisher for your safety. Tenant may not misuse, dismantle, block or remove the fire extinguisher. Tenant must report to the Landlord any use, malfunction, or repair required. In the event of the negligent use of the fire extinguisher(s), the Tenant will be responsible for any damage to the Apartment as well as the replacement or refill of the fire extinguisher(s). In addition, a minimum \$100 fine will be assessed per instance of negligent fire extinguisher discharge.

3.1.J.b **No Smoking** - There is to be no smoking by Tenants or guests inside apartments, the Premises, or within 10 feet of the building. Landlord desires to mitigate (i) the irritation and known health risks from secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking. "Smoking" includes cigars, cigarettes, or other smoking devices in any form.

3.1.J.c **Fire Violations** - Space heaters are illegal in the City of Ithaca and are prohibited in this building. Candles, kerosene lamps, and torches of any kind are also banned, due to the fire hazard and the soiling of surfaces by soot. Extension cords, plug adaptors, halogen lamps/bulbs are prohibited. Use surge protector cords for appliances and computers etc. Grills and other cooking devices shall not be stored or operated on porches, balconies or within 20 feet of combustible construction.

3.1.J.e **Roof Not Part of Apartment-** Roofs are never part of the Apartment and may not ever be used by Tenants for any purpose whatsoever.

### **3.1.K SPRINKLER SYSTEM: The leased premise is not serviced by a maintained and operative sprinkler system.**

**3.1.L SECURITY NOT PROMISED:** The Tenant has inspected and acknowledges that all door and window locks, fire extinguishers, and carbon monoxide detectors are in proper working order. Tenant further understands and acknowledges that although the Landlord makes every effort to make the Apartment safe and secure this in no way creates a promise of security.

**3.1.M PARKING:** Parking may be provided as designated by the Landlord. Parking is rented separately from this Lease, available on a first-come, first-served basis. You must complete the Parking Lease and payment must be received by <<Lease Start Date>> to receive your parking permit. A parking permit will be given to the tenant at check-in if Parking Lease and payment have been received by West Shore Apartments, LLC. Guest or visitor parking is not provided. No parking is permitted in fire lanes. Any vehicle improperly parked will be ticketed and towed at the vehicle owner's expense.

**3.1.N RETURNED CHECKS & LATE FEES:** A \$35.00 service charge will be due for any check returned Not Sufficient Funds or the online payment returned as “un-paid” for any reason. If rent or any other charges not received by the Landlord on or before 5 PM, 5 days after the rent due date, a \$35 administrative fee will be due. An additional charge of \$5.00 per day will be added to any rent or other payment not paid after it is due. If Tenant’s check is returned, the payment shall be considered late and late fees will apply. The returned check charge and late fee are immediately due and payable as additional rent. The Landlord may but is not required to give the Tenant notice that rent is late or that a late charge has been accessed. Upon receipt of any notice to Tenant that any late fees, service charges or other penalties incurred by Tenant according to the terms of this Lease have been imposed, all items due should be paid to Landlord as Added Rent, provided for by provision 4.1.C herein.

By initialing below, you acknowledge and agree to the terms in Section 3.

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## 4. General Clauses

### 4.1 GENERAL CLAUSES AND ADDENDUMS

**4.1.A UNPAID RENT, DAMAGES or FEES:** Any costs related to the collection for unpaid rent or damages to the Apartment, and reasonable attorney’s fees, or any other litigation arising from the Landlord-Tenant relationship in the execution of this Lease are to be borne by Tenant. Tenants are jointly and severally responsible for the entire execution of this Lease. Tenants agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Lease agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings. Upon receipt of any written notice to Tenant that any fees, charges or other penalties incurred by Tenant according to the terms of this Lease have been imposed, such should be paid to Landlord as additional rent provided for by provision 4.1.C herein.

**4.1.B WAIVER OF CONDITION:** The failure of Landlord to insist upon strict performance of any of the provisions or condition of the Lease shall not be construed as a waiver or relinquishment for the future or any such conditions or options, but the same be and remain in full force and effect.

**4.1.C ADDED RENT:** Charges for late payment of rent, utilities, damages, bad check charges, legal fees (as defined in provision 4.1.I below), utility reimbursements due to Landlord, garbage, recycling fines or fees, repairs, and /or any other additional fees incurred by Tenant pursuant to any provision of this Lease due to Tenant negligence, misconduct, or otherwise, shall be deemed to be Additional Rent to be paid by Tenant to Landlord on the 1st day of the month following notice to Tenant(s) of such additional assessments or expenditures.

**4.1.D CHECK-IN PROCEDURE:** Approximately one month prior to check-in, information is provided to Tenants with important steps for check-in. Utilities must be transferred prior to check-in. Tenant must call at least 24 hours in advance to make a mutually agreeable appointment for check-in. Prior to check-in, nothing is to be stored or moved into the Apartment, building or property. Vacating Tenants do not have the right to grant new Tenant access to Apartment prior to check-in. With the Tenant or Tenant’s agent (sublease or other representatives), we will review the condition of the Apartment together and complete a Statement of Condition. All keys will be given at check-in. In a case where there are multiple Tenants, all keys will be given to person checking in and it will then be their responsibility to distribute keys to any parties not present.

**4.1.E CONDITION OF APARTMENT:** Landlord warrants that all major systems will be functional and in good repair at the time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, heater, etc. will either be in working order or will be repaired after check-in. Any issues will be noted on the statement of condition.

**4.1.F CHECK-OUT PROCEDURE:** Approximately one month prior to check-out, information is provided to Tenants with important steps for check-out. On or before the last day of occupancy, by appointment, Tenant and Landlord will together review the condition of the Apartment using the Statement of Condition as the criteria for inspection. Tenant’s personal belongings must be removed from the Apartment before the inspection. Any personal property brought into the Apartment which shall not have been removed at the termination of this Lease, shall be deemed to be abandoned property and may either be retained by the Landlord as its property or disposed of by the Landlord at the Tenant’s expense. At check out, the Apartment is to be released in the same condition with normal wear and tear excepted. Lack of cleanliness or filth is never considered normal wear and tear. There will be a base charge of \$75.00 if the stove and refrigerator are not cleaned, and minimum \$35.00 per hour for other cleaning. The Landlord’s definition of clean shall be the final definition. Tenant damage will be charged for repair time, plus materials, plus 10%. Should Tenant fail to be ready at the mutually agreed upon check out time and additional inspections are necessary, a \$35.00 re-inspection fee will be charged. Any outstanding charges remaining unsatisfied at the end of the Lease will be deducted from Tenant security deposit. All keys issued at check-in must be returned, accurately labeled, by the scheduled check out time or on the last day of the Lease or a minimum deduction of \$50 per lock will be taken from the security deposit to re-key the Apartment. Security deposit refund details covered in provision 4.1.G.

**4.1.G SECURITY DEPOSIT / FIRST MONTH'S RENT:** Upon signing this Lease, a security deposit and first month’s rent is required. As security, the security deposit, for Tenant’s full and faithful performance of Tenant’s obligations under this Lease, is held in escrow at Community Bank of Ithaca, New York. Landlord shall have the right to retain and apply all or any portion of the security deposit toward

the cost of remedying any default by the Tenant under this Lease to the fullest extent authorized by law. In the event Landlord shall apply any part of the security deposit as provided by this paragraph during the Lease term, Tenant shall promptly deposit with Landlord such additional funds as are required to reinstate the security deposit to the original amount. **Tenant may not use the security deposit as rental payment and/or any other charge at any time.**

**Return of Security Deposit is subject to the following provisions:** **A)** Return all keys with a clean, damage-free Apartment in the same condition as when taken and as set forth on the “**Statement of Condition**” Inspection Report performed at Check-In before or at the expiration of the Lease term to the Landlord. The Landlord’s definition of clean shall be the final definition. **B)** No delinquent rents or unpaid charges under the Lease agreement. **C)** Forwarding mailing address provided to Landlord. Provided the Tenant fulfills all the obligations of the Lease Agreement, the Landlord will return, within 30 days of the Lease end date, either an itemized accounting for charges with any balance of the security deposit or the entire security deposit to the address provided at check-out or via email to info@WestShoreApts.com.

**4.1.H FAILING TO ABIDE BY TERMS:** If any of the terms are not abided by, the Landlord reserves the right and privilege to give the Tenant notice to vacate the Apartment. Landlord shall have the right at the Landlord’s election to demand the entire balance of the rent for the remainder of the term due and payable or to terminate this Lease. The Landlord may terminate this Lease agreement for Tenant’s violation of Lease terms. For example: Tenant’s non-payment of rent or utility charges, Tenant’s habitual late payment of rent or utility charges, Tenant’s illegal behavior or failure to properly maintain Apartment. Tenants would be given at least three days notice in writing to quit and vacate the Apartment. If Tenant fails to move out within 3 days, Landlord could initiate an eviction process which would involve a court hearing. That the violation of any of the conditions of this agreement shall be sufficient cause for eviction from said Apartment or other legal action, Tenant agrees to pay all costs of such action, including such reasonable attorney’s fees as may be fixed by the court, and will be owed as Added Rent, provided for by provision 4.1.C.

**4.1.I ATTORNEY’S FEES:** Landlord may recover from Tenant on terminating this Lease and/or Tenant’s remaining tenancy for Tenant’s breach, all damages proximately resulting from the breach, including the cost of recovering the Apartment, back rental payments, and the worth of the balance of this Lease of the Apartment for the remainder of the Lease term, or another amount as determined by the Court. Any court action brought by Landlord against Tenant to enforce the provisions herein, attorney’s fees and costs may be awarded Landlord, subject to the provisions of NY RPL Å§ 234. The Tenant acknowledges that Landlord may deduct from Tenant’s security deposit a sum equal to any damages and/or expenses described above upon providing to the Tenant an accurate accounting of such damages and/or expenses actually incurred by Landlord.

**4.1.J HOLD HARMLESS:** Tenant shall defend, indemnify, and hold harmless the Landlord from and against any and all liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims, or judgments arising from injury to person or property, occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, its employees, agents, customers or invitees.

**4.1.K LEASE RENEWAL:** Tenant must immediately vacate at the end of the Lease Agreement and remove any and all belongings from the Leased Premises. Landlord may elect to renew the lease agreement for an additional term by sending written notice to Tenant. The Landlord may include in this notice any new terms to the Lease, including a rental increase. Should Landlord send this notice, Tenant may agree to extend the lease by signing the renewal notice and agreeing to its terms. If Tenant does not respond to this notice, the Lease will end and the Tenant must vacate at the end of the Lease and remove any and all belongings from the Leased Premises.

**4.1.L WAIVER & NO OBJECTION TO SHOWING APARTMENT:** Tenant expressly waives any objection to the Landlord showing the Apartment upon reasonable advance notice or signing a Lease agreement at any time during the term of this Lease, notwithstanding any provision by law to the contrary, and expressly waive any waiting period or moratorium imposed by law. In any jurisdiction in which Landlord is required by law to provide notice of any such law or to obtain a waiver or the same following commencement of the term, Tenant hereby covenants to provide such written waiver following commencement of the term, and that Tenant’s right of possession under such Lease is conditioned upon Landlord’s receipt of such written waiver. Notwithstanding any provision of this Lease, Tenant may waive such provision by electronic or hard copy communication directed to Landlord.

**4.1.M NOTICE:** All notices required to be served by either party to this Lease upon the other shall be deemed valid when said notice is sent to the email or mailing address provided by that contacts designated in this Lease. Notice by electronic means is deemed given upon dispatch. Additional notice may, at the option of the sender, be transmitted by any means reasonably calculated to provide notice, including first-class mail or hand delivery. Such additional notice is deemed given upon receipt. Where a joint and several Tenant is involved, notice to any such Tenant shall be deemed and accepted as notice to all such joint and several Tenants.

**4.1.N ELECTRONIC SIGNATURES:** This Agreement may be executed in two or more counterparts, each shall be deemed an original and together shall constitute one and the same Agreement. The counterparts of this Agreement may be signed and returned by mail, email or electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document as if the original had been received.

**4.1.N ADDENDUMS:** The addendums attached to this Lease Agreement shall become part of this Lease Agreement.

**4.1.O FURNISHING INFORMATION TO GOVERNMENTAL AUTHORITIES:** Landlord may furnish information regarding name, address, telephone number, and email to any governmental authority at Landlord’s sole discretion provided Landlord believe such information is to be used for legitimate government purposes including law enforcement, maintenance of health, safety or investigation.

**4.1.P ACKNOWLEDGEMENT:** If any term in this Lease is found to be null and void, it shall not affect the validity of any other term in this Lease. Tenant agrees that he or she has had ample opportunity to read this Lease, understands its provisions, believes them to be fair and reasonable, and agrees to comply with each such provision.

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
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## 5. Sign and Accept

### 5.1 SIGNATURES

**5.1.A By signing this Lease Agreement, the Tenant certifies that he/she has read, understands and agrees to comply with all of the terms, conditions, rules and regulations of this Lease Agreement.**

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed