

Residential Lease

1. Landlord:

Name: **DHB LLC (D'Alessandro House Buyers)**

Address: **753 Genesee St**

City, St, Zip: **Rochester, NY 14611**

Phone: **(O) 585-302-4297 (F) 585-563-6095**

Website: **www.dhbroc.com**

Email: **lisa@dhbroc.com, joe@dhbroc.com**

2. In consideration of the agreement contained in this lease, the landlord rent the below named property to the Tenant(s):

3. Location:

Street Address:

4. Lease Terms:

| | |
|----------|---|
| X | The terms of this lease shall be <u>1</u> Year(s), _____ Month(s) from _____ through _____. |
|----------|---|

5. Tenant(s):

| Name | Phone | Email | Date of Birth |
|------|-------|-------|---------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*Tenants must notify landlord of change in occupants or any additional occupants. Occupants over the age of seventeen (17) are subject to tenant screening and must complete a rental application.

6. Rent:

The total rent for the term of the lease is \$ _____.

Rent shall be paid according to the following schedule:

\$ _____ paid on _____

and \$ _____ per month thereafter, payable on the first day of each succeeding month for the terms of the lease.

7. Security Deposit:

A security deposit in the amount of \$ _____ is required.

*Landlord may use the security deposit as reimbursement for the reasonable cost of repairs beyond normal wear and tear, but including cleanliness, and may use the security deposit as payment of unpaid rent and fees incurred by Tenant during the term of the lease.

* Tenant agrees to pay for any damage to the apartment, building, or property that is caused by the Tenant and their guests.

* The deposit may not be used to pay rent for the last month of tenancy.

* If Tenant is permitted a pet the total security deposit shall be \$_____.

8. Smoking:

This is a NON-SMOKING property. Please do not smoke inside the house/apartment.

9. Uses:

The apartment is leased for residential use only. Tenant agrees not to use the apartment for any illegal purposes.

10. Insurance:

The Landlord's insurance policy covers damage or loss by fire, theft, or otherwise to the building and Landlord's furnishings only. The Tenant is strongly suggested to protect their personal property with insurance.

11. Care Of Living Unit:

Tenant shall not paint or make any alterations to the property without written permission from the Landlord. Tenant agrees to maintain the apartment in a clean, reasonable, and habitable condition.

12. Repairs:

Tenant shall give Landlord prompt notice of needed repairs to the apartment.

* Landlord WILL NOT fix items that are "tenant caused" items free of charge. The repairs will be billed to the tenant.

For Maintenance Requests please call or email: (P): 585-302-4297 (W): www.dhbroc.com

13. Subletting/Assigning:

Tenants have the right to sublet the apartment with the Landlord's advance written consent.

* Tenant shall submit to Landlord a request to sublet in writing that includes: (a) reason for subletting; (b) term of sublease; (c) name, home & business address of the proposed subtenant; (d) Tenant's address during the sublet period.

* The Landlord may request more information about the subtenant in order to make a decision.

* Landlord shall send the Tenant a notice of consent, or if consent is denied the reasons for denial, within thirty (30) days after receiving the request.

* Landlord may withhold comment to assign this lease without cause. If the landlord refuses consent, the Tenant cannot assign and is not entitled to be released from this lease.

*Additional paper work and fees will be applied.

14. Expectations:

Tenant is entitled to the quiet enjoyment of the premises. Tenant or their guests shall not use the premises in such a way as to disturb the quiet enjoyment and peace of any other Tenant or nearby resident. Indications of objectionable tenancy are included in, but are not limited to, the list below:

- * Illegal activity in apartment or around the building by Tenant or their guests.
- * Reasonable complaints by neighbors concerning activities of Tenant or guests.
- * Tenant failure to allow Landlord to gain access to apartment.
- * Tenant consistently failing to take trash out for pick-up.
- * Serious or repeated damage to the property.
- * Storage of unlicensed vehicles without Landlord permission.
- * Unacceptable number of calls for police service response to apartment.
- * Failure to comply with the terms expressed in the lease.

If tenant fails to live up to the terms of this lease, Landlord will give a written notice of default stating the type of violation and a time limit for curing the violation. If Tenant does no cure the violation in the time stated, Tenant may face eviction proceedings.

15. Pets:

Tenant shall harbor no pets unless agreed to in writing and signed by Landlord. Tenant must notify Landlord of their intention to acquire a pet during their tenancy. An additional deposit shall be paid to Landlord for pets as indicated in Section 7 of this lease.

Pet(s) permitted: _____

16. Services and Utilities Responsibility Chart: (Indicate who is responsible)

L= Landlord

T = Tenant

| | | | |
|---|------------------|---|--------------------------------|
| T | Pay Heat | T | Take out garbage for pick up |
| T | Pay Electricity | T | Take out recycling for pick up |
| L | Pay Water | | Snow Removal |
| L | Cutting of Grass | | Other: |
| | Other: | | Other: |

* Failure to complete the assigned tasks will result in eviction proceedings.

17. Parking:

If parking is available in the property, the Tenant may park their licensed vehicles in the driveway and/or garage.

| Tenant | Make | Model | Plate Number |
|--------|------|-------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

18. Other Charges:

The Tenant is subject to the charges listed below:

- * Landlord will provide Tenant with ____ set(s) of Keys to the building and apartment. Additional or replacement keys can be obtained from Landlord at a cost of \$15.00 per set. Individual replacement keys can be obtained for \$5.00 per key if the whole set is not required.
- * A fee of \$25.00 shall be charged to the Tenant for late payment of rent. Rent is considered late if not received by the 5th day of the month in which it is due.
- * The Tenant shall be charged \$35.00 by the Landlord for each returned payment.
- * Tenant is responsible to pay all fines charged by the City for the improper storage and/or disposal of Tenant's garbage and recycling.
- * Tenant is responsible to pay all fines charged by the City for lack of up keep of the yard etc.
- * Other: _____

19. Right To Enter:

Landlord may enter Tenant's apartment with reasonable proper notice at least 24 hours in advance, and at a mutually agreeable time: (a) to provide necessary and agreed upon repairs or services; (b) to show the apartment to prospective purchasers of Tenants; or (c) to conduct an inspection of the apartment.

- * Landlord may enter the apartment without Tenant's consent during emergencies, such as fires or to make emergency repairs.
- * Tenant shall not install additional or different locks on any doors or windows without written permission from the Landlord.

20. Changes:

Any changes, additions, or deletions to this lease must be approved by the Tenant and Landlord in writing.

21. Renewal:

Sixty (60) days before the end of the lease the Landlord shall notify the Tenant whether renewal of the lease is being offered. If lease renewal is offered, the Tenant may accept or refuse the offer. Tenant shall notify Landlord within 30 days before the end of the lease of intent to renew or vacate the apartment.

22. Termination of Tenancy:

Termination of tenancy must be carried out lawfully and without holdover. Tenant must give Landlord thirty (30) days notice prior to the end of the lease of their intent to vacate. Any termination of this lease by the Landlord must be carried out in accordance with state and local law, and the terms of this lease.

- * Landlord may evict Tenant for no-payment or late payment: After the 5th of the month, the rent is considered late.
- * Tenant's refusal to honor the terms of the lease shall be cause for eviction.
- * Both the Tenant and Landlord may mutually consent to the termination of the lease.

23. Costs and Attorney Fees:

Tenant shall pay the actual amount of all reasonable costs and attorney's fees incurred by Landlord in connection with successful action to enforce the Landlord's rights under this lease.

24. Agreements and Attachments:

The following Attachment(s), when signed by Landlord and Tenant, shall become part of this lease with the full force and effect of the fully executed lease.

Attachment 1: Landlord shall disclose any knowledge about the presence of lead-based paint and lead-based paint hazards in the apartment and building.

Attachment 2: Lead Waiver

Attachment 3: Smoke Alarm Agreement

Attachment 4: Price list of deposit deductions

25. Signatures:

The Tenant and Landlord have each received and signed identical copies of this lease. All adults living in the residence have signed below and have read and understood this lease and agree to the terms.

Landlord Signature Date

Landlord Signature Date

Tenant Signature Print Date

Tenant Signature Print Date

Tenant Signature Print Date

Tenant Signature Print Date

Tenant Signature Print Date

ATTACHMENT 1

Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards

Lead Warning Statement:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (Initial):

___ a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint or lead-based paint hazards are present in the housing (explain).

House passed city lead wipe test. _____

Lessor has no knowledge of lead-based paint and or lead-based paint hazards in the housing.

___ b) Records and reports available to the lessor (check on below):

Lessor provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)

Records avail upon written request _____

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (Initial):

___ ___ ___ ___ ___ c) Lessee knows how to retrieve copies of all information listed above if they would like.

___ ___ ___ ___ ___ d) Lessee knows where the pamphlet Protect Your Family from Lead in Your Home is on Landlord website.

Agent's Acknowledgement (Initial):

___ e) has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 (d and is aware of his/her responsibility to ensure compliance.)

Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Landlord Signature Date

Landlord Signature Date

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date

| | |
|------------------|------|
| Tenant Signature | Date |
| Tenant Signature | Date |

**ATTACHMENT 2
Lead Waiver Agreement**

ALL HOUSES BUILT BEFORE 1978 MAY CONTAIN LEAD IN SOME OF THE BUILDING PRODUCTS. I AGREE AS THE TENANT OF THIS DWELLING IT IS MY RESPONSIBILITY TO WATCH MY CHILDREN SO THEY DO NOT CONSUME ANY LEAD BASED PRODUCTS. I HAVE ALSO RECEIVED THE PAMPHLET ON PROTECTING MY CHILDREN FROM LEAD AND I AGREE TO FOLLOW ITS RECOMMENDATIONS IN SAFE GUARDING MY CHILDREN FROM LEAD AND ITS HAZARDS. I WILL NOT HOLD THE HOUSING PROVIDER OR ITS MEMBER JOSEPH and/or LISA D'ALESSANDRO LIABLE FOR ANY PROBLEMS THESE PRODUCTS MAY CAUSE.

I WILL CONTACT THE HOUSING PROVIDER IMMEDIATELY IN WRITING OF REPAIRS THAT MAY BE NEEDED AT THE APARTMENT. THESE REPAIRS INCLUDE BUT ARE NOT LIMITED TO LEAKS, CHIPPED OR PEELING PAINT, ELECTRICAL PROBLEMS ETC.

| | |
|--------------------|------|
| Landlord Signature | Date |
|--------------------|------|

| | |
|--------------------|------|
| Landlord Signature | Date |
|--------------------|------|

| | |
|------------------|------|
| Tenant Signature | Date |
|------------------|------|

| | |
|------------------|------|
| Tenant Signature | Date |
|------------------|------|

| | |
|------------------|------|
| Tenant Signature | Date |
|------------------|------|

| | |
|------------------|------|
| Tenant Signature | Date |
|------------------|------|

| | |
|------------------|------|
| Tenant Signature | Date |
|------------------|------|

**ATTACHMENT 3
SMOKE ALARM AGREEMENT**

I, _____
(the "Tenant(s)") have rented an apartment known as _____,
Rochester, New York (the "Apartment") from DHB LLC. (the "Landlord") pursuant to a Rental Agreement while already
covered in the Rental Agreement, Tenant confirms that (1) there is now installed a working smoke alarm(s) in the
apartment and (2) Tenant agrees and acknowledges that it is Tenant's responsibility to maintain the smoke alarm(s) in
good working order, and test it/them monthly, for as long as the Tenant has legal or actual possession of the apartment.

Landlord Signature

Date

Landlord Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

ATTACHMENT 4
CLEANING/REPAIR/REPLACEMENT PRICE LIST

| | |
|---|--|
| \$25/hour (*plus dumpster fee where applic) | Trash removal: Yard (*dumpster charge by weight) |
| \$25/hour (*plus dumpster fee where applic) | Trash removal: Property (*dumpster charge by weight) |
| \$50/per piece | Clean: Appliances |
| \$25-\$150 | Clean: Kitchen |
| \$25-\$100 | Clean: Bathroom |
| \$25/room | Clean: Hard Surface Flooring |
| \$15/room | Clean: Carpeting |
| Equipment Fee \$75 plus \$100/room | Steam Cleaning |
| \$15/window | Clean: Windows (Glass, Sash, Frame) |
| \$10/wall | Clean: Walls |
| \$25/room | Clean: Baseboards |
| \$10/vent | Clean: Vents |
| \$125/sash or \$300/window | Repair/Replace: Windows |
| \$25-\$300 | Repair/Replace: Walls |
| \$150/room | Repair/Replace: Flooring (Carpet) |
| \$350/room refinish or \$750/room replacement | Repair/Replace: Flooring (Wood) |
| \$450/room | Repair/Replace: Flooring (Vinyl) |
| \$10/blind | Repair/Replace: Blinds |
| \$35/bar | Repair/Replace: Towel Bars |
| \$35 | Repair/Replace: Light Fixtures |
| \$10 | Repair/Replace: Smoke Detectors |
| \$35 | Repair/Replace: CO2 Detectors |
| \$50/\$150 | Repair/Replace: Doors (Interior) |
| \$75/\$350 | Repair/Replace: Doors (Exterior) |
| \$25 | Replace: Door Knob |
| \$45+ based on specific part | Repair/Replace: Appliance Parts |
| \$25/wall | Paint: Walls |
| \$50/room | Paint: Trim |
| \$100 | Paint: Basement Floor |
| \$25/wall | Paint: Basement Walls |
| \$50-\$250 | Odor Removal Treatment |

Landlord Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date