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YEARLY RENTAL AGREEMENT

AGREEMENT made _____, 20____, between: _____ Syracuse, New York 13____, as Landlord; and _____ as Tenant.

1. DEMISED PREMISES. Landlord rents to Tenant the property located at _____ Syracuse, New York 13____, together with all improvements erected thereon and all fixtures and fittings attached to or used in the operation thereof ("premises"). Also included as part of the premises shall be the following furnishings and/or appliances currently in or on the premises: _____.

2. TENANCY. The tenancy shall be annual (one(1) year), commencing on the first day of _____, 20____, and ending midnight on _____, 20____.

3. CONDITION. Tenant acknowledges that prior to executing this Agreement and taking possession of the premises, Tenant has inspected the premises and all fixtures, furnishings, fittings and appliances, and accepts the same in "as-is" condition. Tenant acknowledges and agrees that Tenant does not rely upon any express or implied warranty or representation as to quality or condition of the premises not expressly set forth in this Agreement. Tenant acknowledges that the premises currently are in clean, working and orderly condition.

4. BASE RENT. Tenant shall pay to Landlord a monthly base rent in the amount of \$_____, in lawful money of the United States, payable in full in advance on the first day of each month. No rent deduction shall be permitted without the written consent of the landlord. Surcharges for exceeding the allowed number of occupants, for excessive water usage and use of laundry facilities and/or washer/dryer unit (if available) will be added to your monthly rent.

- Each unit is allowed a maximum number of tenants. Any individual(s) over the allowed number of occupants will incur a surcharge.
- When the occupant level exceeds the allotted amount there is excessive wear and tear, opportunity for property damage, an increase in water usage, and overall depreciation of the building. A surcharge is added to substantiate the depreciation of the building.

5. ADDITIONAL RENT. Additional Rent may be billed by Landlord and payable as rent, as follows:

a) If Landlord does not receive payment of all rent due by the fifth day of any month, a late charge of \$_____ per day shall be due to cover the costs of delay; b) In the event any check issued by the Tenant is dishonored, a charge of \$_____ shall be due to cover bank service charges. If Tenant is required to pay additional rent pursuant to the terms of this paragraph or any other term of this Lease, such rent shall be due together with the next monthly base rent installment due pursuant to paragraph 4 above.

6. SECURITY DEPOSIT. A deposit in the amount of \$_____ shall be paid to Landlord prior to Tenant's taking possession of the premises. The deposit may not be used as last month's rent. The deposit shall be returned within thirty days after Tenant has vacated the premises, subject to deduction of the following: a) Unpaid rent and/or late charges; b) The cost of repairing and/or cleaning the premises and fixtures, fittings and appliances if not left in the same clean, working and orderly condition as upon Tenant's taking possession, ordinary wear excepted; and c) Any other cost, fee, expense and/or damages resulting from Tenant's

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breach of any other provision of this Agreement. Tenant shall give landlord at least a 30 day written notice prior to the expiration of this lease notifying landlord of tenant's intention to vacate the leased premises at the end of the lease term. Failure to properly notify the landlord will result in the security deposit being forfeited by the tenant(s).

7. USE. The premises shall be used as the primary residence of the tenant or the tenant's spouse as residential and no other purposes. No unlawful, disorderly, or offensive use or activity shall be permitted. All persons occupying the premises must sign this Agreement, except for children under the age of eighteen.

8. PETS. Pets, including birds and reptiles, are not allowed on the premises without management's consent and a signed pet addendum. Pit bull dogs, half pit bulls and any animal, bird or reptile deemed unsafe are not allowed on the premises. Pets of guests and relatives are not permitted on the premises at any time.

9. UTILITIES. The Landlord shall pay for trash removal and water, not to exceed \$25.00 per month.

- The fee for excessive water usage (over the average consumed amount for that unit) will be charged to the tenant. As a surcharge stated in paragraph 4.
- Tenant understands that in units with a washer/dryer hookup the tenant will be charged twenty dollars (\$20.00) for water usage, to be included in the monthly rent. – An additional surcharge.
- Tenant shall make a reasonable effort to conserve energy. Windows must be kept closed during the winter months. When tenants are away during the winter months tenant must turn down heat to 60 degrees to reduce costs, to avoid frozen or broken pipes or other problems heat must never be turned off.

10. MAINTENANCE. Tenant shall have sole responsibility to maintain the interior and exterior of premises and all fixtures, fittings and/or personal property in safe, sound, clean, proper, orderly, and working condition. Tenant shall not permit the premises to suffer from waste, misuse, or neglect.

- Tenant shall be responsible, without limitation, for mowing the lawn, trimming shrubbery, weeding gardens, changing storm windows, and removing ice and snow from driveways, passages, sidewalks, ramps, and steps.
- The tenant is responsible for salting in front of and around the property. Tenant understands that slippery or icy conditions can exist from time to time because of inclement weather. During such times tenant should be cautious and shall make every reasonable effort to avoid injury.
- Tenant shall not permit trash, refuse, ice, snow or other unsightly or unsafe conditions to accumulate. Trash must be put out on trash day and any other debris (furniture, boxes, etc...) must be put out on the appropriate day or arrangements should be made with the department of sanitation to have the items picked up. All trash **MUST** be contained in a trash container or appropriate box(s) and secured properly.
- If Tenant defaults in performing maintenance, Landlord may perform same and charge Tenant for the reasonable cost thereof, which may be added to and payable as additional rent. This includes any storage areas/rooms and garages that tenant is permitted; by management to use.
- Tenant understands that any code violations such as fines for trash being disposed of improperly, non-containerization, or improper storage of any trash and/or debris, will be added to tenant's upcoming rent. Toxic or hazardous substances are not to be kept or stored on the property at any time.
- In units with laundry rooms, tenants are responsible for keeping the area clean, neat and orderly at all times. Tenants cannot leave laundry in machines for an unreasonable amount of time. Laundry rooms, trash rooms or any other common areas cannot be defaced in anyway.
- When a repair and/or maintenance related problem is needed tenant will call the number provided and relay information to landlord. Landlord will with reasonable promptness perform the work during regular work hours. Landlord is not obligated to make appointments to perform such work or provide a specific workman or sub contractor. Landlord has the right to make emergency repairs during anytime of the day or night.

11. REPAIRS AND DAMAGES. Landlord shall repair major structural and mechanical conditions and damages caused by the elements and/or circumstances beyond Tenant's control. All other damages or repairs shall be the responsibility of Tenant. Landlord shall not be responsible or liable for any loss or damage to personal property of Tenant unless caused by the act or neglect of Landlord as pursuant to paragraph 10 above.

- The tenant understands that they are responsible for any damage done inside or on the grounds of the unit by their children, friends, etc. who may be visiting. This will also be considered tenant negligence. In the event that the damage is caused by tenant negligence and repairs must be made right away, the tenant will be expected to cover the cost right away. If the tenant does not cover the cost right away, the amount will be added to their monthly rent and due when the monthly rent is due. Any non-payment of such rent will constitute a breach in violation of the lease agreement. Children must be supervised at all times so as not to interfere with the enjoyment of residency by other tenants and neighbors.

12. ALTERATIONS. Tenant may not make any structural alterations or repairs, including painting, without prior written consent of Landlord. Any such alterations or improvements shall become part of the premises upon termination of this Agreement; provided, however, that Landlord may require Tenant to remove same at Tenant's cost upon termination of this Agreement.

- Birdfeeders are not allowed on or attached to the building. Feeding of birds or animals from the apartment terraces or public areas is not permitted.
- No nails or screws or other things shall be driven into or fastened upon the walls, floors, window casings, roofs, ceiling or woodwork of the building; nor shall any woodwork, ceilings, roofs, window casings, walls or floors be cut, stained or defaced in any way. Nothing shall be set outside of any window, exterior or interior, nor upon any fire escape.
- Tenant agrees not to do any of the following without first obtaining the landlords written permission:
 - a) Change or remove any part of the appliances, fixtures or equipment in the unit or common areas.
 - b) Paint or install wallpaper or contact paper in the unit or common areas.
 - c) Attach awning or window guards in the unit.
 - d) Install weatherproofing material around windows or doorways.
 - e) Attach or place fixtures, signs, or a fence on the building, the common areas, or the project grounds.
 - f) Attach any shelves, screens doors, or other permanent improvements in the unit or common areas.
 - g) Place any aerials, antennas or other electrical connection on the unit.
 - h) Install washing machines, dryers, fans, heaters (kerosene or any other fuel oil operated heaters are not permitted on the premises), or air conditioners in the unit or common areas.
 - i) In units with washer and dryer hookups tenant must on a regular basis check all hose connections in order to prevent flooding. Tenant must shut off the water from the valve going to the washing machine when tenant is away for an extended period.

13. LAWS AND REGULATIONS. Tenant shall comply with all laws, ordinances, rules and regulations of all governmental authorities, Landlord's insurer, and the Board of Fire Underwriters. Tenant shall comply with any local ordinance governing recycling of trash and refuse. Tenant shall be responsible for any fines or penalties imposed for any violation of the foregoing.

- The sidewalks, stoops, entries or vestibules, corridors or hall and stairways, shall not be encumbered or obstructed by the tenants or other persons, or be used by anyone for any other purpose other than to egress or to ingress from their respective premises. Such portions of the building remain in the exclusive control of the landlord.
- Tenant shall not bring or keep in said building any substances whatsoever which shall in any way increase the rate of fire insurance thereon, or on the property kept therein. Tenant shall not obstruct or interfere with the rights of any other tenants or in anyway injure or annoy them, or do or permit to be done anything which will conflict with the laws in regard to fires, or with the regulations of the Fire Department, or which shall in any way be contrary to the rules or ordinances of the Board of Health or any other governmental authority. Inflammable, hazardous or dangerous substances or objects of any sort may not be kept or used in the apartment or on the premises.
- Tenant may not use any part of the basement area for the purpose or use of a bedroom or storage.
- Tenant must leave a minimum of three feet of clearance around any furnace and/or hot water tank.

- Toilets, sinks and tubs should be used for the purpose intended. Do not flush sanitary napkins, tampons, wipes, diapers, paper towels, hair, grease, or any other kind of foreign object(s) down the toilet. Toilet paper may be flushed down the toilet when going to the bathroom.
- Noisy or disorderly conduct that is annoying or disturbing to the occupants of the building or neighbors shall not be permitted at any time, in any part thereof, nor shall any tenant entertain therein any person of bad or loose character or of improper or bad behavior. Nudity, is not permitted in the common areas or exterior of apartment at any time. Women and girls are not permitted to be topless in the common areas or exterior of the apartment at any time. The premises hereby demised are to be reasonably quiet between ten (10) pm and eight (8) am. Tenants and/or guests are not to use abusive or bad language to our representatives or personnel. Annoying sounds, offensive odors and disturbing lights are not permitted. It is the landlord's responsibility to enforce any behavior by another tenant that does not abide by the rules as outlined under paragraph 6(a), the proper authorities should be contacted to handle such conduct.
- Hallways, basements or common areas of the building shall not be used as a playground for children or for the placement of their bicycles, tricycles, scooters, other playthings and baby carriages. Such vehicles shall not be allowed therein but be kept in a place specified for that purpose.
- Doors must be locked at all times. Windows must be locked when tenant is out. All keys must be returned to the landlord at the end of the term. Additional locks may only be added with the landlord's permission and must be installed by landlord at tenant's expense. Tenant understands that there will be a forty-five (\$45.00) fee if tenant misplaces, loses, or forgets keys, locks keys inside of apartment after five (5) pm or before (9)am and landlord has to go to premises to let tenant in. Tenant understands that a key replacement fee of five dollars (\$5.00) per key will be charged to tenant for any lost keys. Access and key replacement fees are due immediately.
- Skateboards, scooters, roller skates/blades, hot wheels, mini bikes, go carts, snowmobiles, boats, trailers, RV's, or ATV's or any other such item or vehicle are not allowed on the premises. Any unregistered, unlicensed, un-inspected or inoperable vehicles will be towed away at the tenant's expense. Tractor trailers or any vehicle that requires a "CDL" license to operate or any vehicle with more than four (4) wheels are not permitted at any time on the premises.
- Motorcycles can only be parked in designated areas and are not to be parked elsewhere. Parking is not designated, it is on a first come first serve bases (limited to two vehicles per apartment unit). If there are any parking problems or conflicts, management reserves the right to intercede. Guests may be required to park in a designated area or off the premises.
- Auctions, tag sales, apartment sales or garage sales are not permitted on the premises.
- Tenant may not withhold rent or any other allowance(s) for any inconvenience resulting from delays with respect to repairs and maintenance.
- Tenant understands that if any insects or pests are discovered the tenant will be responsible for extermination. We suggest they get pest control items at the supermarket, Home Depot, or Loews, etc. We exterminate before tenants move in and after they vacate the premises. We will not be held liable for extermination once a tenant resides in the unit. We advise the tenant to store food properly and place garbage outside in the proper receptacle(s). In regards to bed bugs if the unit never had a case of bed bugs and it is determined the tenant brought them to the property the tenant will be responsible for the extermination cost to remove them. In the case of suspected or confirmed bed bug infestation, resident will agree to the following:
 1. Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water
 2. Resident will thoroughly clean off premises, all luggage, handbags, shoes and clothes hanging containers
 3. Residents will cooperate with Management's cleaning efforts for all mattresses and seat cushions or other upholstered furniture and will dispose of the same if requested.

14. PARKING. Parking is permitted as follows: _____
_____.

15. ASSIGNMENT. Tenant may not assign this Agreement nor sublease the premises without prior written consent of Landlord, which consent shall not unreasonably be withheld.

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16. SUBORDINATION. This Agreement is subject and subordinate to the liens of all mortgages, and renewals and extensions thereof, now or in the future secured by the premises.

17. LIABILITY. Landlord shall not be liable for any loss, expense or damages to any person or property arising out of Tenant's use and possession of the premises unless the same is caused by the act or neglect of Landlord. Tenant shall hold Landlord harmless from and shall indemnify Landlord for any loss, expense or damages, including reasonable attorney's fees, incurred by Landlord in the defense, settlement or payment of any claim, demand or cause of action arising out of Tenant's use and possession of the premises not caused by the act or neglect of Landlord.

18. INSURANCE. Tenant is advised to procure at Tenant's expense renter's insurance providing for liability protection and coverage for loss or damage to Tenant's personal property.

19. DEFAULT. The following shall constitute default by Tenant:

- a) Failure to pay rent or surcharges in accordance with paragraphs 4 and 5 hereof;
- b) Assignment or Sublease without consent of Landlord;
- c) Improper use of the premises or conduct thereon;
- d) Abandonment of the premises;
- e) Failure to perform any other obligation under this Agreement.

In the event of a default by Tenant, Landlord may give Tenant a written three (3) day notice stating the date on which this Agreement shall terminate. On that date, unless such default has been fully cured to the satisfaction of Landlord, this Agreement and all rights of Tenant hereunder shall terminate, and Landlord may re-enter the premises and remove Tenant by summary proceeding or by any other lawful action or proceeding. Tenant shall remain obligated to pay rent and shall be responsible for Landlord's reasonable costs of re-renting the premises, including, without limitation, repairs, cleaning, attorney's fees, broker's commissions, advertising, etc.

20. COSTS AND ATTORNEY'S FEES. Tenant shall pay all costs and expenses of Landlord, including reasonable attorney's fees, incurred by Landlord in any action or proceeding commenced to recover possession of the premises and/or to enforce any provision of this Agreement.

21. WAIVER OF JURY TRIAL. In any action or proceeding commenced by either Landlord or Tenant against the other on any matter arising out of this Lease, both Landlord and Tenant will, and hereby do, waive trial by jury.

22. RENT INCREASES. It is understood that Landlord may increase the monthly rental upon at least one month's prior notice to Tenant.

23. TERMINATION. This agreement can not be terminated unless there is a breach or default by either party.

24. NOTICES. Notices, demands, or requests to Tenant may be served in person, sent by first class or certified mail, or left at the premises. Notices, demands, or requests to Landlord may be served in person, sent by first class or certified mail, or left at Landlord's address set forth above or at such other address as Landlord may advise Tenant in writing.

25. NO WAIVER. Delay or failure of Landlord to take any action will not prevent Landlord from doing so later. Landlord may enforce those rights Landlord chooses without giving up any other rights.

26. MERGER. This Agreement and its provisions merge any prior agreement(s) between the parties, and there are no representations, warranties, promises or agreements other than those expressly set forth herein.

27. MODIFICATION. No provision contained in this Agreement, including this provision, may be modified or terminated orally.

28. ACCESS. Landlord shall have the right to enter the premises upon twelve (12) hours prior notice to Tenant or at any time for good cause without notice.

29. SURRENDER. Upon termination of this Agreement, Tenant shall peaceably and quietly surrender the premises to Landlord, broom clean, and in the same condition as on the date of this Agreement, ordinary wear excepted.

30. QUIET ENJOYMENT. Landlord covenants that upon performance of all terms and conditions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the premises.

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31. ADDITIONAL TENANT RESPONSIBILITIES:

- Tenant understands that there will be an inspection of the unit every three months.
- The landlord shall not be responsible for any article delivered to or left with any employee. The landlord shall not be liable for any theft of tenants, guests or relative of tenant’s property taken from the premises or building of said premises.
- Tenant understands that in the event that their belongings are damaged by no fault of their own (excluding burglaries or larceny), they may be reimbursed for items damaged by doing the following:
 1. Tenant must make a request in writing for reimbursement, dated and signed by tenant.
 2. The request must include the cause of damage and why they feel they should be reimbursed.
 3. Written notice must include the tenant’s name(s), address, and a daytime phone number.
 4. Once the letter is approved, the tenant must attach the appropriate receipts with an item list and submit it to the management company. For all items not accompanied by a receipt, the make and model number must be noted.
 5. The list of items will be inspected by the management company, to determine the cost, and submitted for approval to the property owner.
 6. Tenants will not be reimbursed for items not accompanied by a receipt, make and model number.
 7. Tenants will be reimbursed the estimated cost of items not accompanied by a receipt.
- Tenant, tenant’s relatives and visitors shall comply with all rules and regulations while on the premises.
- The landlord reserves the right to rescind or change any of the foregoing and to make such other rules and regulations from time to time as may be deemed needful for the safety, care and cleanliness of the premises and for security and comfort and convenience of all tenants.
- ALL TENANTS WILL DO A WALKTHROUGH INSPECTION WITH MANAGEMENT TO DETERMINE THE CONDITION OF THE APARTMENT. IF THE TENANT DOES NOT RETURN THIS MOVE-IN SHEET TO THE RENTAL OFFICE WITHIN TEN DAYS IT IS UNDERSTOOD THAT THE APARTMENT IS COMPLETELY ACCEPTABLE AND NOT IN DISREPAIR.
- **Tenant(s) understand that by signing this lease agreement they have read and understand all items therein. If the tenant does not speak and/or read English, their signing below signifies that an appropriate interpreter has explained all terms of this lease to them and that they understand all items therein.**

32. BINDING EFFECT. If there is more than one Tenant, each shall be separately liable. The words "Tenant" and "Landlord" as used herein shall include their heirs, executors, administrators, successors and/or assigns. If there is more than one Tenant or Landlord the words "Tenant" and "Landlord" as used herein shall include all of them.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Landlord
by _____, Agent

Tenant

Tenant Agent

Tenant

Agent - PRINT NAME

Tenant - PRINT NAME