

# **RESIDENTIAL LEASE AGREEMENT**

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## **1. PARTIES AND PREMISES**

This Residential Lease Agreement (hereinafter referred to as the “Agreement” or “Lease”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, [YEAR], by and between:

**LANDLORD/PROPERTY MANAGEMENT COMPANY:** [LANDLORD’S FULL LEGAL NAME] (hereinafter referred to as “Landlord”), with a mailing address for official notices and rent payments at [LANDLORD’S MAILING ADDRESS]; and

**TENANT(S):** [TENANT’S FULL LEGAL NAME] (hereinafter referred to as “Tenant”).

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for residential purposes only, the premises located at [COMPLETE STREET ADDRESS] (hereinafter referred to as the “Premises” or “Property”).

The Premises shall be occupied by no more than [MAXIMUM NUMBER OF OCCUPANTS] persons. Tenant acknowledges that the Premises are in good order and repair, unless otherwise indicated. Tenant accepts the Premises in “as is” condition, except for conditions materially affecting health or safety.

## **2. TERM**

### **2.1 Lease Term**

This Agreement shall be for a fixed term of twelve (12) months, commencing on [LEASE START DATE] and ending on [LEASE END DATE] at 11:59 PM Eastern Time, unless terminated earlier as provided in this Agreement.

### **2.2 Holdover**

If Tenant remains in possession of the Premises after the expiration or termination of this Agreement without Landlord’s written consent, Tenant shall be deemed a holdover tenant and shall be liable to Landlord for (i) twice the monthly rent specified in Section 3.1, prorated on a daily basis for each day Tenant remains in possession, and (ii) all damages, direct and consequential, sustained by Landlord by reason of Tenant’s holdover. Landlord’s acceptance of rent during such holdover period shall not constitute a renewal or extension of this Agreement or a waiver of Landlord’s right to recover damages or pursue eviction.

## **2.3 Delay of Occupancy**

If Tenant is unable to occupy the Premises on the commencement date of this Agreement due to construction, repairs, cleaning, or a prior tenant's holding over, Landlord shall not be liable to Tenant for such delay, and this Agreement shall remain in force subject to the following:

- (a) Rent shall be abated on a daily basis during the delay, and
- (b) Tenant may terminate this Agreement by giving written notice to Landlord if possession is not delivered within seven (7) days after the commencement date, whereupon all prepaid rent and security deposits shall be refunded to Tenant.

## **3. RENT**

### **3.1 Monthly Rent**

Tenant agrees to pay Landlord a monthly rent of \$[MONTHLY RENT AMOUNT] ("Rent"), payable in advance on or before the first (1st) day of each month during the term of this Agreement, without demand, deduction, or offset.

### **3.2 Payment Method**

Rent shall be paid by check, money order, cashier's check, electronic funds transfer, or other method acceptable to Landlord, made payable to [LANDLORD'S FULL LEGAL NAME] and delivered to the address specified in Section 1 or such other place as Landlord may designate in writing from time to time.

### **3.3 Prorated Rent**

If the term of this Agreement does not begin on the first day of a month, Rent for the first month shall be prorated based on a 30-day month and paid on or before the commencement date of this Agreement.

### **3.4 Late Charges**

If Landlord does not receive the full amount of Rent by the close of business on the fifth (5th) day after it is due, Tenant shall pay a late charge of \$50.00. The parties agree that this late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment. Landlord's acceptance of a late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any other rights and remedies under this Agreement, at law, or in equity.

### **3.5 Returned Checks/Insufficient Funds**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for insufficient funds, a "stop payment," or any other reason, Tenant shall pay Landlord a returned check charge of \$35.00 or the maximum amount permitted by applicable law, whichever is less. After having received a returned check, Landlord reserves the right to require future payments to be made by certified check, money order, or cashier's check.

### **3.6 Rent Increases**

If this Agreement converts to a month-to-month tenancy as provided in Section 12.1, Landlord may increase the Rent upon thirty (30) days' written notice to Tenant. The notice shall specify the amount of the rent increase, the date the increase becomes effective, and such other information as required by law.

## **4. SECURITY DEPOSIT**

### **4.1 Amount and Receipt**

Upon execution of this Agreement, Tenant shall pay to Landlord a security deposit in the amount of \$[MONTHLY RENT AMOUNT] ("Security Deposit"), equal to one month's rent, to secure Tenant's performance of all obligations under this Agreement, including but not limited to payment of Rent, fees, repairs, and damages beyond normal wear and tear.

### **4.2 Deposit Account**

In accordance with New York General Obligations Law § 7-103, Landlord shall deposit the Security Deposit in a separate interest-bearing account at [NAME OF BANKING INSTITUTION], located at [ADDRESS OF BANKING INSTITUTION]. Within thirty (30) days of receipt of the Security Deposit, Landlord shall notify Tenant in writing of the name and address of the banking institution where the Security Deposit is being held and the account number.

### **4.3 Interest on Security Deposit**

If the building in which the Premises is located contains six (6) or more dwelling units, Landlord shall pay Tenant interest on the Security Deposit at the prevailing rate for such deposits, less one percent (1%) per annum of the Security Deposit which Landlord may retain as an administrative fee, as required by New York General Obligations Law § 7-103. Interest shall be paid annually to Tenant or, at Landlord's option, applied to Rent.

### **4.4 Return of Security Deposit**

Within fourteen (14) days after Tenant has vacated the Premises, delivered possession to Landlord, and provided Landlord with a forwarding address, Landlord shall return the Security Deposit in full or provide Tenant with an itemized written statement of the reasons for, and the dollar amount of, any of the Security Deposit retained by Landlord, along with a check for any remaining balance. The itemized statement shall include copies of documents showing charges incurred and deducted by Landlord to repair or clean the Premises.

### **4.5 Permissible Deductions**

Landlord may deduct from the Security Deposit only those amounts reasonably necessary to cover:

- (a) Unpaid Rent, late charges, returned check charges, and other unpaid fees or charges;
- (b) Costs of repairing damage to the Premises caused by Tenant, Tenant's family, guests, agents, employees, or invitees, excluding ordinary wear and tear;

- (c) Costs of cleaning the Premises to restore it to the same condition as at the commencement of this Agreement, excluding ordinary wear and tear;
- (d) Any other amounts legally allowable under the terms of this Agreement or New York law.

#### **4.6 Transfer of Security Deposit**

If Landlord transfers ownership of the Premises during the term of this Agreement, Landlord shall transfer the Security Deposit, plus any accrued interest, to the new owner and notify Tenant in writing of such transfer and of the name and address of the new owner, as required by New York General Obligations Law § 7-105. Upon such transfer and notification, Landlord shall be released from all liability for the return of the Security Deposit, and Tenant shall look solely to the new owner for the return of the Security Deposit.

#### **4.7 No Application as Rent**

The Security Deposit shall not be applied by Tenant as rent for any month, including the last month of the lease term, without Landlord's prior written consent.

### **5. UTILITIES AND SERVICES**

#### **5.1 Tenant's Responsibility**

Tenant shall be responsible for arranging, paying for, and maintaining all utility services to the Premises, including but not limited to:

- (a) Electricity;
- (b) Gas;
- (c) Water and sewer;
- (d) Garbage and trash collection;
- (e) Internet service;
- (f) Cable or satellite television service; and
- (g) Telephone service.

#### **5.2 Utility Connections and Deposits**

Tenant shall place all utilities for which Tenant is responsible in Tenant's name as of the commencement date of this Agreement and shall promptly pay all required deposits. Tenant shall provide Landlord with written proof of utility connections within five (5) business days of the commencement date.

#### **5.3 Interruption of Services**

Landlord shall not be liable for any interruption or failure of utility services to the Premises or for any damage directly or indirectly caused by the interruption or failure of utility services,

unless such interruption or failure is due to Landlord's negligent or willful act or omission. Rent shall not abate due to utility service interruptions unless required by law.

#### **5.4 Conservation**

Tenant agrees to use utilities in a reasonable and conservative manner and to comply with all applicable laws, regulations, and guidelines regarding energy conservation.

#### **5.5 Common Area Utilities**

Landlord shall be responsible for utilities serving common areas of the building or development in which the Premises is located, if applicable.

### **6. USE AND OCCUPANCY**

#### **6.1 Residential Use Only**

The Premises shall be used and occupied by Tenant exclusively as a private residence and for no other purpose without Landlord's prior written consent. Tenant shall not use the Premises, or any part thereof, for any commercial, illegal, or hazardous purpose, nor for any purpose that will increase the premium cost of or invalidate any policy of insurance carried on the Premises or the building of which the Premises is a part.

#### **6.2 Authorized Occupants**

The Premises shall be occupied only by Tenant and the following authorized occupants: [TO BE COMPLETED]. No other persons shall occupy the Premises without Landlord's prior written consent. Any unauthorized occupant residing in the Premises for more than fourteen (14) consecutive days, or more than thirty (30) days in any twelve (12) month period, shall be considered an unauthorized occupant in violation of this Agreement.

#### **6.3 Guest Policy**

Tenant may have guests on the Premises for up to fourteen (14) consecutive days, or a total of thirty (30) days in any twelve (12) month period. Tenant must obtain Landlord's written approval for any guest staying longer than these periods, and failure to do so shall constitute a material breach of this Agreement. Tenant shall be responsible for the conduct of all guests and shall ensure that guests comply with all terms of this Agreement.

#### **6.4 Noise and Disturbances**

Tenant and Tenant's guests shall not make or allow any excessive noise or disturbance at any time that interferes with the quiet enjoyment of other tenants or neighbors. Quiet hours shall be from 10:00 PM to 8:00 AM, during which time Tenant shall keep noise levels to a minimum.

#### **6.5 Rules and Regulations**

Tenant agrees to comply with all reasonable rules and regulations now in force or which may be adopted by Landlord during the term of this Agreement. Current rules and regulations, if any, are attached hereto as Exhibit A and incorporated herein by reference.

## **6.6 Compliance with Laws**

Tenant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the use and occupancy of the Premises, including but not limited to health, safety, and building codes.

## **6.7 Prohibited Activities**

Tenant shall not engage in or permit any of the following activities on the Premises:

- (a) Any activity creating a nuisance or disturbance to neighbors;
- (b) Any activity that is illegal, immoral, or hazardous;
- (c) Any business activity without Landlord's prior written consent;
- (d) Storage of flammable, hazardous, or toxic materials other than those customarily used for normal household cleaning;
- (e) Disabling or tampering with any smoke detector, carbon monoxide detector, fire alarm, or other safety equipment;
- (f) Installation of additional locks without Landlord's prior written consent; or
- (g) Placement of waterbeds or liquid-filled furniture without Landlord's prior written consent.

## **7. PETS**

### **7.1 Pet Policy**

Tenant may keep pets on the Premises subject to the following conditions:

- (a) Type and number of pets: [TO BE COMPLETED]
- (b) Pet deposit: \$[TO BE COMPLETED]
- (c) Monthly pet rent: \$[TO BE COMPLETED]

### **7.2 Pet Deposit**

The pet deposit specified in Section 7.1(b) shall be paid upon execution of this Agreement or prior to bringing any pet onto the Premises. This deposit is in addition to the Security Deposit specified in Section 4.1 and shall be held and returned in accordance with the same terms and conditions as the Security Deposit, except that it may be applied to repair any damage caused by pets or to clean the Premises of pet odors, stains, hair, or other pet-related conditions upon termination of the tenancy.

### **7.3 Pet Rent**

The monthly pet rent specified in Section 7.1(c) shall be paid in addition to the Rent specified in Section 3.1 and shall be due and payable at the same time and in the same manner as Rent.

#### **7.4 Pet Rules**

Tenant agrees to comply with the following rules regarding pets:

- (a) Tenant shall keep all pets under control at all times and shall not allow pets to disturb other tenants or neighbors through noise, odor, or other nuisance;
- (b) Tenant shall promptly clean up after pets and properly dispose of all pet waste;
- (c) Tenant shall keep pets from causing damage to the Premises, common areas, or grounds;
- (d) Tenant shall not leave pets unattended on balconies, patios, or in common areas;
- (e) Tenant shall keep all pets properly licensed and vaccinated as required by law;
- (f) Tenant shall not breed or allow breeding of pets on the Premises; and
- (g) Tenant shall comply with all applicable pet-related laws, ordinances, and regulations.

#### **7.5 Unauthorized Pets**

If Tenant keeps any unauthorized pet on the Premises, Landlord may charge Tenant a fee of \$[TO BE COMPLETED] per day per unauthorized pet from the date the pet was brought onto the Premises until the pet is removed or proper authorization is obtained, and/or may declare Tenant in default of this Agreement.

#### **7.6 Service and Assistance Animals**

This Section 7 does not apply to service animals, assistance animals, emotional support animals, or therapy animals that assist persons with disabilities, as defined by and protected under applicable federal, state, or local law. Tenant must notify Landlord in writing if Tenant requires a service or assistance animal and must provide appropriate documentation if requested by Landlord, subject to limitations imposed by applicable law.

#### **7.7 Liability for Pets**

Tenant shall be liable for any damage or injury caused by Tenant's pets, including but not limited to damage to the Premises, common areas, or personal property, and injury to persons or other animals.

### **8. MAINTENANCE AND REPAIRS**

#### **8.1 Landlord's Responsibilities**

Landlord shall be responsible for maintaining the Premises in compliance with all applicable housing, health, and safety codes and for making all repairs and arrangements necessary to keep the Premises in a fit and habitable condition, including:

- (a) Maintaining in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances supplied by Landlord;



- (b) Maintaining structural components including roofs, floors, walls, windows, doors, and foundations;
- (c) Maintaining common areas in a clean and safe condition; and
- (d) Providing and maintaining appropriate receptacles for the removal of garbage, rubbish, and other waste, except as otherwise provided in this Agreement.

## **8.2 Tenant's Responsibilities**

Tenant shall:

- (a) Keep the Premises clean, sanitary, and in good condition;
- (b) Use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in a reasonable manner;
- (c) Dispose of all garbage, rubbish, and other waste in a clean and sanitary manner;
- (d) Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or permit any person to do so;
- (e) Promptly notify Landlord in writing of any conditions that may cause deterioration of the Premises;
- (f) Promptly notify Landlord in writing of any defects or malfunctions in any plumbing, electrical, heating, ventilating, air-conditioning, or other systems or appliances;
- (g) Be responsible for any damage caused by Tenant's failure to report problems or by Tenant's misuse of the Premises; and
- (h) Pay for repairs of damage caused by Tenant, Tenant's family, guests, agents, employees, or invitees, excluding ordinary wear and tear.

## **8.3 Maintenance Requests**

Tenant shall submit all maintenance requests to Landlord in writing, except in emergency situations, when Tenant may contact Landlord by telephone at [LANDLORD'S CONTACT PHONE NUMBER]. For emergency maintenance issues occurring outside of normal business hours, Tenant shall contact [EMERGENCY CONTACT INFORMATION].

## **8.4 Response Time**

Landlord shall respond to emergency maintenance requests as soon as practicable and to non-emergency requests within a reasonable time, not to exceed seventy-two (72) hours for acknowledgment and five (5) business days for commencement of repairs, weather and parts availability permitting.

## **8.5 Pest Control**

Landlord shall be responsible for extermination of rodents, vermin, and other pests, except when such infestation is caused by Tenant's failure to maintain the Premises in a clean and sanitary

condition or by Tenant's actions that attract or harbor such pests. Tenant shall promptly report any pest infestation to Landlord.

### **8.6 Smoke and Carbon Monoxide Detectors**

Landlord shall provide functioning smoke detectors and carbon monoxide detectors as required by law. Tenant shall test all detectors monthly and replace batteries as needed. Tenant shall not disable, disconnect, or remove any detector and shall immediately notify Landlord in writing of any defective detector.

### **8.7 Mold and Mildew**

Tenant shall take reasonable steps to prevent the growth of mold and mildew in the Premises, including but not limited to:

- (a) Using exhaust fans in bathrooms and kitchens when available;
- (b) Promptly wiping up spills and thoroughly drying affected areas;
- (c) Maintaining reasonable climate control to reduce humidity;
- (d) Regularly cleaning and disinfecting areas prone to mold growth; and
- (e) Promptly reporting to Landlord any evidence of water leaks, excessive moisture, or mold growth.

### **8.8 Tenant's Failure to Maintain**

If Tenant fails to perform any maintenance obligation under this Agreement, Landlord may, after giving Tenant written notice and a reasonable opportunity to perform the maintenance, enter the Premises and perform such maintenance. In such case, Tenant shall promptly reimburse Landlord for all costs incurred, and such amount shall be considered additional rent due under this Agreement.

## **9. ALTERATIONS AND IMPROVEMENTS**

### **9.1 Prohibition on Alterations**

Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. This prohibition includes, but is not limited to:

- (a) Painting, wallpapering, or changing the color of any surface;
- (b) Installing, removing, or changing locks, alarm systems, or security devices;
- (c) Installing, removing, or replacing built-in appliances or fixtures;
- (d) Installing, removing, or replacing permanent shelving, storage systems, or cabinetry;
- (e) Making structural changes or additions;

- (f) Installing satellite dishes or antennas;
- (g) Installing, removing, or replacing flooring;
- (h) Making changes to landscaping; or
- (i) Installing permanent fixtures such as ceiling fans, light fixtures, or window treatments.

## **9.2 Request Procedure**

If Tenant wishes to make any alteration, addition, or improvement to the Premises, Tenant shall submit a written request to Landlord describing in detail the proposed work, including plans, specifications, names of contractors, proof of contractor's insurance and licenses, estimated cost, and estimated time for completion. Landlord shall respond to such request within fifteen (15) business days.

## **9.3 Authorized Alterations**

If Landlord authorizes any alterations, additions, or improvements:

- (a) All work shall be performed in a workmanlike manner and in compliance with all applicable laws, codes, ordinances, and regulations;
- (b) Tenant shall obtain all necessary permits and approvals at Tenant's expense;
- (c) Tenant shall provide Landlord with copies of all permits, approvals, and final inspections;
- (d) Tenant shall ensure that all contractors and subcontractors are properly licensed and insured;
- (e) Tenant shall be responsible for any damage to the Premises or adjacent property resulting from the work;
- (f) Tenant shall not allow any mechanics' liens to be placed on the Premises; and
- (g) Landlord may require Tenant to remove any authorized alterations, additions, or improvements at the end of the tenancy and restore the Premises to its original condition, at Tenant's expense.

## **9.4 Ownership of Alterations**

Unless otherwise agreed in writing, all alterations, additions, or improvements made by Tenant shall become the property of Landlord upon installation and shall remain on the Premises upon termination of this Agreement.

## **9.5 Minor Decorative Changes**

Notwithstanding Section 9.1, Tenant may make minor decorative changes to the Premises, such as hanging pictures or curtains using standard picture hooks or curtain rods, provided that such changes do not damage the Premises and are removed at the end of the tenancy, with any resulting holes properly patched and painted to match the surrounding area.

## **9.6 Unauthorized Alterations**

If Tenant makes any unauthorized alterations, additions, or improvements, Landlord may:

- (a) Require Tenant to immediately restore the Premises to its original condition at Tenant's expense;
- (b) Retain such alterations, additions, or improvements without compensating Tenant; or
- (c) Remove such alterations, additions, or improvements and charge Tenant for the cost of removal and restoration.

## **10. LANDLORD'S RIGHT OF ENTRY**

### **10.1 Entry with Notice**

Landlord or Landlord's authorized agents may enter the Premises at reasonable times with at least twenty-four (24) hours' advance written notice to Tenant for the following purposes:

- (a) To inspect the Premises;
- (b) To make necessary or agreed repairs, alterations, or improvements;
- (c) To supply necessary or agreed services;
- (d) To show the Premises to prospective purchasers, mortgagees, tenants, or contractors; or
- (e) To conduct quarterly routine inspections.

### **10.2 Form of Notice**

Notice of entry shall be provided to Tenant in writing, either delivered personally, left at the Premises, mailed, or sent by email or text message if Tenant has provided electronic contact information. The notice shall specify the date, approximate time, and purpose of entry.

### **10.3 Entry without Notice**

Landlord or Landlord's authorized agents may enter the Premises without prior notice in the following circumstances:

- (a) In case of emergency, such as fire, flood, or other situation posing an immediate risk of injury or property damage;
- (b) When Tenant has abandoned or surrendered the Premises;
- (c) Pursuant to court order; or
- (d) As otherwise permitted by law.

### **10.4 Tenant's Absence**

If Tenant is absent from the Premises for more than seven (7) consecutive days, Tenant shall notify Landlord in writing of such absence and provide contact information where Tenant can be

reached. During any such absence, Landlord may enter the Premises at reasonable times without notice to inspect the Premises or to perform maintenance or repairs that Landlord reasonably believes are necessary or prudent.

### **10.5 Manner of Entry**

Landlord shall enter the Premises in a peaceable manner, at reasonable times, and shall not abuse the right of access or use it to harass Tenant. Landlord shall make reasonable efforts to minimize disruption to Tenant.

### **10.6 Quarterly Inspections**

Landlord shall conduct routine inspections of the Premises on a quarterly basis to ensure proper maintenance and identify any issues requiring attention. Landlord shall provide Tenant with at least twenty-four (24) hours' advance written notice of such inspections.

### **10.7 Documentation of Entry**

Upon request, Landlord shall provide Tenant with documentation of any entry, including the date, time, duration, and purpose of entry, as well as the identity of any persons who entered the Premises.

## **11. ASSIGNMENT AND SUBLETTING**

### **11.1 Prohibition on Assignment and Subletting**

Tenant shall not assign this Agreement, sublet the Premises or any part thereof, or otherwise transfer Tenant's interest in this Agreement or the Premises without Landlord's prior written consent, which may be granted or withheld in Landlord's reasonable discretion.

### **11.2 Request Procedure**

If Tenant wishes to assign this Agreement or sublet the Premises, Tenant shall submit a written request to Landlord at least thirty (30) days before the proposed assignment or subletting date. The request shall include:

- (a) The name, current address, telephone number, and email address of the proposed assignee or subtenant;
- (b) The proposed assignee's or subtenant's current and previous landlords' contact information;
- (c) The proposed assignee's or subtenant's employment information, including employer, position, length of employment, and income;
- (d) Authorization for Landlord to conduct a background check, credit check, and rental history verification of the proposed assignee or subtenant; and
- (e) The proposed duration and terms of the assignment or sublease.

### **11.3 Background Check**

Any proposed assignee or subtenant must submit to and pass a background check, including credit check and criminal history verification, at Tenant's expense. Landlord may charge a reasonable fee for processing the assignment or subletting request and conducting the background check.

### **11.4 Conditions for Consent**

If Landlord consents to an assignment or subletting:

- (a) The assignee or subtenant must sign a written agreement acknowledging and agreeing to be bound by all terms of this Agreement;
- (b) Tenant shall remain liable for all obligations under this Agreement unless specifically released in writing by Landlord;
- (c) Tenant shall pay Landlord a processing fee of \$[TO BE COMPLETED];
- (d) Tenant shall not charge the assignee or subtenant more rent than Tenant pays to Landlord; and
- (e) Landlord's consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

### **11.5 Unauthorized Assignment or Subletting**

Any assignment or subletting without Landlord's prior written consent shall be void and shall constitute a material breach of this Agreement. In such case, Landlord may:

- (a) Terminate this Agreement;
- (b) Increase the Rent by twenty-five percent (25%);
- (c) Evict the unauthorized assignee or subtenant; or
- (d) Hold Tenant and the unauthorized assignee or subtenant jointly and severally liable for all obligations under this Agreement.

### **11.6 Corporate Entities**

If Tenant is a corporation, partnership, limited liability company, or other entity, any transfer of fifty percent (50%) or more of the ownership interest in such entity shall be deemed an assignment requiring Landlord's consent under this Section 11.

## **12. RENEWAL AND TERMINATION**

### **12.1 Conversion to Month-to-Month Tenancy**

If Tenant remains in possession of the Premises after the expiration of the term specified in Section 2.1 with Landlord's consent but without a written extension or renewal of this

Agreement, a month-to-month tenancy shall be created on the same terms and conditions as in this Agreement, except that:

- (a) The duration shall be month-to-month;
- (b) Either party may terminate the tenancy by giving the other party at least thirty (30) days' written notice; and
- (c) Landlord may modify any terms of the tenancy, including but not limited to the Rent, by giving Tenant at least thirty (30) days' written notice.

## **12.2 Renewal**

This Agreement may be renewed or extended only by a written agreement signed by both Landlord and Tenant. Landlord shall provide Tenant with written notice of Landlord's intent regarding renewal at least sixty (60) days before the expiration of the term specified in Section 2.1, stating whether Landlord intends to:

- (a) Renew this Agreement on the same terms and conditions;
- (b) Renew this Agreement with modified terms and conditions, in which case the notice shall specify all proposed modifications; or
- (c) Not renew this Agreement, in which case Tenant must vacate the Premises by the expiration date.

## **12.3 Termination by Tenant at End of Term**

If Tenant does not intend to renew this Agreement at the end of the term specified in Section 2.1, Tenant shall provide Landlord with written notice of such intent at least thirty (30) days before the expiration date.

## **12.4 Early Termination by Tenant**

Tenant may terminate this Agreement before the expiration of the term specified in Section 2.1 only under the following conditions:

- (a) Tenant shall provide Landlord with at least sixty (60) days' written notice of Tenant's intent to terminate;
- (b) Tenant shall pay to Landlord an early termination fee equal to two (2) months' Rent at the time of giving notice;
- (c) Tenant shall continue to pay Rent and comply with all other obligations under this Agreement until the effective date of termination; and
- (d) Tenant shall leave the Premises in clean and good condition, reasonable wear and tear excepted.

### **12.5 Early Termination by Landlord**

Landlord may terminate this Agreement before the expiration of the term specified in Section 2.1 only for cause, including but not limited to:

- (a) Material noncompliance by Tenant with this Agreement;
- (b) Nonpayment of Rent or other charges;
- (c) Material damage to the Premises by Tenant, Tenant's family, guests, agents, employees, or invitees;
- (d) Interference with the quiet enjoyment of other tenants;
- (e) Performance of illegal activities on the Premises; or
- (f) Other good cause as permitted by law.

### **12.6 Military Service**

Notwithstanding any other provision of this Agreement, if Tenant enters military service or receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than ninety (90) days, Tenant may terminate this Agreement by delivering written notice to Landlord with a copy of the military orders. Termination shall be effective thirty (30) days after the first date on which the next rental payment is due after the notice is delivered. This provision is intended to comply with the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901-4043).

### **12.7 Domestic Violence**

Notwithstanding any other provision of this Agreement, if Tenant is a victim of domestic violence, sexual assault, or stalking, Tenant may terminate this Agreement by providing Landlord with written notice and either:

- (a) A copy of a valid order of protection issued by a court of competent jurisdiction; or
- (b) A record of a report filed with a law enforcement agency documenting the domestic violence, sexual assault, or stalking.

Termination shall be effective on the thirtieth (30th) day following Landlord's receipt of the notice and documentation.

### **12.8 Death of Tenant**

If Tenant dies during the term of this Agreement, Tenant's estate shall remain liable for all obligations under this Agreement until the Premises is vacated and possession is returned to Landlord, or until this Agreement is properly assigned to a new tenant with Landlord's consent. Landlord shall make reasonable accommodations to allow Tenant's executor or administrator to access the Premises to remove Tenant's personal property.



### **12.9 Surrender of Premises**

Upon termination of this Agreement, Tenant shall:

- (a) Vacate the Premises and remove all personal property;
- (b) Clean the Premises thoroughly, including appliances, bathrooms, and floors;
- (c) Remove all trash and debris;
- (d) Return all keys, access cards, and remote controls to Landlord;
- (e) Provide Landlord with a forwarding address for return of the Security Deposit; and
- (f) Leave the Premises in the same condition as at the commencement of this Agreement, reasonable wear and tear excepted.

## **13. DEFAULT AND REMEDIES**

### **13.1 Tenant's Default**

Tenant shall be in default of this Agreement if:

- (a) Tenant fails to pay Rent or any other charge when due;
- (b) Tenant fails to comply with any term, provision, or covenant of this Agreement other than payment of Rent or other charges, and such failure is not cured within ten (10) days after written notice from Landlord specifying the failure;
- (c) Tenant abandons or vacates the Premises without notice to Landlord;
- (d) Tenant or any occupant of the Premises engages in illegal activity on the Premises;
- (e) Tenant makes a material misrepresentation in the rental application or this Agreement; or
- (f) Tenant fails to comply with any other obligation imposed by law.

### **13.2 Landlord's Remedies**

If Tenant is in default, Landlord may exercise any one or more of the following remedies:

- (a) Terminate this Agreement by giving Tenant written notice of termination;
- (b) Terminate Tenant's right to possession of the Premises without terminating this Agreement;
- (c) Enter the Premises and remove Tenant and any other occupant, with or without terminating this Agreement, in accordance with applicable law;
- (d) Sue for Rent, damages, specific performance, and/or injunctive relief;
- (e) Accelerate all Rent due for the remainder of the term;
- (f) Apply the Security Deposit to unpaid Rent or damages;

- (g) Report unpaid amounts to credit reporting agencies; or
- (h) Exercise any other remedy available under law or equity.

### **13.3 Landlord's Default**

Landlord shall be in default of this Agreement if Landlord fails to comply with any term, provision, or covenant of this Agreement and such failure is not cured within thirty (30) days after written notice from Tenant specifying the failure, or if the failure cannot reasonably be cured within thirty (30) days, Landlord fails to commence the cure within such thirty (30) day period and diligently pursue it to completion.

### **13.4 Tenant's Remedies**

If Landlord is in default, Tenant may exercise any one or more of the following remedies:

- (a) Terminate this Agreement by giving Landlord written notice of termination;
- (b) Sue for damages, specific performance, and/or injunctive relief;
- (c) Withhold Rent as permitted by law; or
- (d) Exercise any other remedy available under law or equity.

### **13.5 Cumulative Remedies**

All remedies under this Agreement or at law or in equity shall be cumulative and not exclusive.

### **13.6 Mitigation of Damages**

In the event of default by either party, the non-defaulting party shall make reasonable efforts to mitigate damages.

### **13.7 Attorneys' Fees and Costs**

In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

### **13.8 Waiver**

The waiver by Landlord of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition. The acceptance of Rent by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Agreement, regardless of Landlord's knowledge of such breach at the time of acceptance of Rent.

## **14. SMOKING POLICY**

### **14.1 Prohibition on Smoking**

Smoking of any kind, including but not limited to tobacco products, marijuana, electronic cigarettes, vaporizers, or other devices that produce smoke, vapor, or aerosol, is strictly prohibited anywhere on the Property, including:

- (a) Inside the Premises;
- (b) In any common areas;
- (c) In any outdoor areas of the Property, including balconies, patios, yards, gardens, parking areas, and walkways; and
- (d) Within twenty-five (25) feet of any entrance, exit, window, or ventilation intake of the building.

### **14.2 Definition of Smoking**

For purposes of this Agreement, “smoking” means inhaling, exhaling, burning, carrying, or possessing any lighted or heated tobacco product, marijuana product, or other plant product intended for inhalation, including but not limited to cigarettes, cigars, pipe tobacco, hookah, or marijuana, whether for recreational or medical purposes. “Smoking” also includes the use of electronic cigarettes, electronic vaporizers, or similar devices that create an aerosol or vapor.

### **14.3 Tenant’s Responsibility**

Tenant shall:

- (a) Inform all occupants, guests, invitees, and visitors of the no-smoking policy;
- (b) Promptly notify Landlord in writing of any incident where smoke is migrating into the Premises from sources outside the Premises; and
- (c) Promptly notify Landlord in writing of any violation of this smoking policy.

### **14.4 Third-Party Beneficiaries**

Other tenants of the building or complex in which the Premises is located are third-party beneficiaries of this Section 14. A tenant of the building or complex may sue Tenant for an injunction to prohibit smoking or for damages but does not have the right to evict Tenant. Any lawsuit between tenants regarding this smoking policy shall not create a presumption that Landlord breached this Agreement.

### **14.5 Violation of Smoking Policy**

Any violation of this smoking policy shall be considered a material breach of this Agreement. In addition to any other remedies available to Landlord, Landlord may:

- (a) Charge Tenant a fee of \$[TO BE COMPLETED] for each violation;

- (b) Charge Tenant for the cost of cleaning, deodorizing, and repairing any damage caused by smoking; and
- (c) Terminate this Agreement after providing written notice and an opportunity to cure as required by law.

#### **14.6 Disclaimer**

Tenant acknowledges that Landlord's adoption of a smoke-free policy does not make Landlord the guarantor of Tenant's health or of the smoke-free condition of the Premises or common areas. Landlord specifically disclaims any implied or express warranties that the Premises or common areas will have higher air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce this Section 14 is dependent in significant part on voluntary compliance by Tenant and Tenant's guests.

### **15. LEAD-BASED PAINT DISCLOSURE**

#### **15.1 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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

#### **15.2 Landlord's Disclosure (check one)**

☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises.

☐ Landlord has knowledge of lead-based paint and/or lead-based paint hazards in the Premises and has provided Tenant with all available records and reports pertaining to such paint or hazards, which are attached to and made part of this Agreement.

#### **15.3 Tenant's Acknowledgment**

Tenant acknowledges that Tenant has:

- (a) Received copies of all information listed above, if any;
- (b) Received the pamphlet "Protect Your Family from Lead in Your Home"; and
- (c) Had a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards before becoming obligated under this Agreement.

#### **15.4 Agent's Acknowledgment**

The agent representing Landlord in this transaction has informed Landlord of Landlord's obligations under 42 U.S.C. § 4852d and is aware of his/her responsibility to ensure compliance.

### **15.5 Certification of Accuracy**

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

## **16. ADDITIONAL DISCLOSURES**

### **16.1 Bed Bug Disclosure**

Landlord hereby discloses to Tenant the following bed bug infestation history for the Premises for the previous year:

- ☐ No known bed bug infestation
- ☐ Previous bed bug infestation treated on: [DATE]
- ☐ Current bed bug infestation

Tenant acknowledges receipt of the New York City Department of Health and Mental Hygiene publication “Preventing and Getting Rid of Bed Bugs Safely.”

### **16.2 Fire Sprinkler System Disclosure**

Landlord hereby discloses to Tenant that the Premises:

- ☐ Is equipped with a functioning fire sprinkler system
- ☐ Is not equipped with a functioning fire sprinkler system

If the Premises is equipped with a functioning fire sprinkler system, the system was last maintained on [DATE].

### **16.3 Security Deposit Holdings Disclosure**

Tenant’s Security Deposit will be held in an account at [BANK NAME], [BANK ADDRESS], Account Number [ACCOUNT NUMBER]. The account is ☐ interest-bearing ☐ non-interest-bearing.

### **16.4 Certificate of Occupancy Disclosure**

Landlord hereby discloses to Tenant that:

- ☐ The Premises has a current Certificate of Occupancy
- ☐ The Premises does not have a current Certificate of Occupancy

If the Premises does not have a current Certificate of Occupancy, Tenant acknowledges this fact and agrees to lease the Premises nonetheless.

### **16.5 Good Cause Eviction Notice**

Tenant is hereby notified that the Premises ☐ is ☐ is not subject to the Good Cause Eviction Law (N.Y. Real Prop. Law § 223-b). If subject to this law, Landlord may only evict Tenant for “good cause,” which includes but is not limited to non-payment of rent, violation of the lease,

illegal use of the Premises, refusal to grant reasonable access, or if the Landlord wishes to use the Premises as their primary residence.

#### **16.6 Flood Zone Disclosure**

Landlord hereby discloses to Tenant that the Premises:

- ☐ Is located in a designated flood zone
- ☐ Is not located in a designated flood zone

If the Premises is located in a designated flood zone, Tenant is advised to obtain flood insurance for Tenant's personal property.

#### **16.7 Mold Disclosure**

Landlord has no knowledge of any mold or mold conditions on the Premises exceeding safe or acceptable levels. Tenant acknowledges that mold can grow if the Premises is not properly maintained or ventilated. If Tenant observes mold, Tenant shall immediately notify Landlord in writing.

#### **16.8 Asbestos Disclosure**

Landlord hereby discloses to Tenant that:

- ☐ The Premises contains asbestos or asbestos-containing materials
- ☐ The Premises does not contain asbestos or asbestos-containing materials
- ☐ Landlord has no knowledge whether the Premises contains asbestos or asbestos-containing materials

If the Premises contains asbestos or asbestos-containing materials, Tenant shall not disturb or damage such materials.

#### **16.9 Radon Disclosure**

Landlord hereby discloses to Tenant that:

- ☐ The Premises has been tested for radon and the results showed radon levels above the EPA recommended action level
- ☐ The Premises has been tested for radon and the results showed radon levels at or below the EPA recommended action level
- ☐ The Premises has not been tested for radon
- ☐ Landlord has no knowledge whether the Premises has been tested for radon

#### **16.10 Military Installation Disclosure**

Landlord hereby discloses to Tenant that the Premises:

- ☐ Is located within one mile of a military installation

☐ Is not located within one mile of a military installation

## **17. INSURANCE**

### **17.1 Landlord's Insurance**

Landlord shall maintain property insurance covering the building, including the Premises, against loss or damage by fire and other risks customarily covered by standard fire and extended coverage policies. Landlord's insurance does not cover Tenant's personal property or liability.

### **17.2 Tenant's Insurance**

Tenant shall, at Tenant's expense, obtain and maintain for the duration of this Agreement:

- (a) Renter's insurance with personal property coverage of at least \$[TO BE COMPLETED] and personal liability coverage of at least \$[TO BE COMPLETED];
- (b) Such other insurance as Landlord may reasonably require; and
- (c) If Tenant keeps any pet on the Premises, liability insurance covering pet-related injuries and damage with coverage of at least \$[TO BE COMPLETED].

### **17.3 Proof of Insurance**

Tenant shall provide Landlord with proof of insurance within ten (10) days of the commencement of this Agreement and upon each renewal of such insurance. If Tenant fails to maintain required insurance, Landlord may, but is not obligated to, obtain such insurance at Tenant's expense, and such expense shall be considered additional rent due under this Agreement.

### **17.4 Subrogation Waiver**

Landlord and Tenant hereby waive any right of recovery against each other for loss or damage to property to the extent covered by insurance, and each shall obtain from their respective insurance companies a waiver of subrogation rights against the other party.

### **17.5 No Liability for Tenant's Property**

Landlord shall not be liable for any damage to or loss of Tenant's personal property, regardless of the cause of such damage or loss, including but not limited to fire, water, theft, or criminal acts of third parties, unless such damage or loss is due to Landlord's negligence or willful misconduct.

## **18. INDEMNIFICATION**

### **18.1 Tenant's Indemnification of Landlord**

Tenant shall indemnify, defend, and hold harmless Landlord, Landlord's agents, employees, officers, directors, shareholders, partners, members, and managers from and against any and all claims, demands, liabilities, losses, damages, actions, judgments, costs, and expenses (including reasonable attorneys' fees) arising from:

- (a) Tenant's use or occupancy of the Premises;
- (b) Any activity, work, or thing done, permitted, or allowed by Tenant in or about the Premises;
- (c) Any breach or default by Tenant in the performance of any obligation under this Agreement;
- (d) Any act, omission, or negligence of Tenant, Tenant's family, guests, agents, employees, invitees, or contractors;
- (e) Any injury to person or damage to property occurring in or about the Premises, except to the extent caused by Landlord's negligence or willful misconduct; or
- (f) Any legal action brought by a third party against Landlord arising from Tenant's use or occupancy of the Premises.

### **18.2 Landlord's Indemnification of Tenant**

Landlord shall indemnify, defend, and hold harmless Tenant from and against any and all claims, demands, liabilities, losses, damages, actions, judgments, costs, and expenses (including reasonable attorneys' fees) arising from:

- (a) Any breach or default by Landlord in the performance of any obligation under this Agreement;
- (b) Any act, omission, or negligence of Landlord, Landlord's agents, employees, or contractors; or
- (c) Any injury to person or damage to property occurring in or about the common areas of the building or development in which the Premises is located, except to the extent caused by Tenant's negligence or willful misconduct.

### **18.3 Survival**

The indemnification obligations under this Section 18 shall survive the termination or expiration of this Agreement.

## **19. QUIET ENJOYMENT**

### **19.1 Covenant of Quiet Enjoyment**

Landlord covenants that Tenant, upon paying the Rent and performing all other obligations under this Agreement, shall peaceably and quietly enjoy the Premises for the term of this Agreement without interference or disturbance by Landlord or anyone claiming by, through, or under Landlord, subject to the terms of this Agreement.

### **19.2 Tenant's Obligation Not to Disturb Others**

Tenant shall not disturb, annoy, endanger, or inconvenience other tenants of the building or neighbors, nor use the Premises for any immoral or unlawful purpose, nor violate any law or ordinance, nor commit waste or nuisance upon or about the Premises.



## **20. ABANDONMENT**

### **20.1 Definition of Abandonment**

The Premises shall be deemed abandoned by Tenant if:

- (a) Tenant has been absent from the Premises for a period of seven (7) consecutive days while Rent is due and unpaid;
- (b) Tenant has removed substantially all of Tenant's personal property from the Premises; or
- (c) Tenant has expressed to Landlord an intent to abandon the Premises.

### **20.2 Landlord's Rights Upon Abandonment**

If Tenant abandons the Premises, Landlord may:

- (a) Enter the Premises and remove any abandoned personal property;
- (b) Store such property at Tenant's expense for a reasonable time;
- (c) Dispose of such property after providing notice to Tenant as required by law;
- (d) Re-enter and re-let the Premises to mitigate damages; and
- (e) Hold Tenant liable for all Rent due for the remainder of the term, less any rent received from re-letting, plus all costs incurred in re-letting.

### **20.3 Personal Property**

If Tenant abandons personal property on the Premises, Landlord shall:

- (a) Store such property in a safe location for at least thirty (30) days;
- (b) Provide written notice to Tenant at Tenant's last known address describing the property and advising Tenant of the procedure for reclaiming the property;
- (c) Allow Tenant to reclaim the property upon payment of reasonable storage and moving costs; and
- (d) After thirty (30) days, dispose of the property by sale, donation, or other lawful means if Tenant has not reclaimed it.

## **21. SUBORDINATION**

### **21.1 Subordination to Mortgages**

This Agreement is and shall be subject and subordinate to all ground leases, mortgages, deeds of trust, and other security instruments that now or hereafter encumber the Property, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This subordination shall be self-operative and no further instrument shall be required to effect such subordination. However, Tenant shall, within ten (10) days after request by Landlord, execute

and deliver to Landlord any document confirming such subordination that may be requested by Landlord or any mortgagee or prospective mortgagee.

### **21.2 Attornment**

In the event of foreclosure of any mortgage, deed of trust, or other security instrument, or transfer of the Property by deed in lieu of foreclosure, Tenant shall, at the option of the purchaser or transferee, attorn to such purchaser or transferee and recognize such purchaser or transferee as the landlord under this Agreement.

### **21.3 Estoppel Certificates**

Tenant shall, within ten (10) days after request by Landlord, execute and deliver to Landlord an estoppel certificate stating:

- (a) That this Agreement is in full force and effect without modification;
- (b) The amount of Rent and the date to which Rent has been paid;
- (c) The amount of the Security Deposit;
- (d) That Landlord is not in default under this Agreement, or specifying any alleged default; and
- (e) Such other factual matters pertaining to this Agreement as may be reasonably requested by Landlord.

## **22. CONDEMNATION**

### **22.1 Total Condemnation**

If all of the Premises is taken by eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, this Agreement shall terminate as of the date of such taking or condemnation, and Rent shall be prorated to the date of such taking. Tenant shall not be entitled to any part of the award or any payment in lieu thereof, except that Tenant may file a separate claim for Tenant's personal property and moving expenses.

### **22.2 Partial Condemnation**

If any part of the Premises is taken by eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, and if such partial taking renders the Premises unsuitable for the purpose for which it was leased, then either party may terminate this Agreement by giving written notice to the other within thirty (30) days after such taking. If neither party terminates this Agreement, it shall remain in full force and effect as to the portion of the Premises remaining, and the Rent shall be reduced in proportion to the portion of the Premises taken.

## **23. ATTORNEY'S FEES**

### **23.1 Prevailing Party**

In any action or proceeding arising out of this Agreement, including but not limited to actions for eviction, breach of contract, or enforcement of any covenant, condition, or restriction, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees, court costs, and other litigation expenses, in addition to any other relief to which the prevailing party may be entitled.

### **23.2 Definition of Prevailing Party**

For purposes of this Section 23, "prevailing party" means the party who recovers at least seventy-five percent (75%) of the relief sought in the action or proceeding.

## **24. NOTICES**

### **24.1 Form of Notice**

All notices, demands, requests, consents, approvals, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if:

- (a) Hand-delivered with signed receipt;
- (b) Mailed by certified or registered mail, return receipt requested, postage prepaid;
- (c) Sent by nationally recognized overnight courier with tracking capability; or
- (d) Sent by email, provided that a copy is also sent by one of the methods in subsections (a), (b), or (c) within three (3) business days.

### **24.2 Addresses for Notices**

All notices to Landlord shall be sent to:

[LANDLORD'S MAILING ADDRESS]

Email: [LANDLORD'S EMAIL ADDRESS]

All notices to Tenant shall be sent to:

The Premises

Email: [TENANT'S EMAIL ADDRESS]

### **24.3 Effective Date of Notice**

Notices shall be deemed to have been given:

- (a) If hand-delivered, on the date of delivery;
- (b) If mailed, on the third business day after mailing;

- (c) If sent by overnight courier, on the date of delivery as established by the courier service's proof of delivery; or
- (d) If sent by email, on the date of transmission, provided that the sender does not receive an automated or other notice that the email was not delivered.

#### **24.4 Change of Address**

Either party may change its address for notices by giving written notice to the other party in accordance with this Section 24.

### **25. GOVERNING LAW**

#### **25.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provisions.

#### **25.2 Jurisdiction and Venue**

Any action or proceeding arising out of or relating to this Agreement shall be brought in the courts of the State of New York in the county in which the Premises is located, and the parties hereby consent to the jurisdiction of such courts.

### **26. SEVERABILITY**

#### **26.1 Severability**

If any provision of this Agreement, or any portion thereof, is held to be invalid, illegal, void, or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the maximum extent permitted by law. The parties agree that any such invalid, illegal, void, or unenforceable provision shall be modified and limited in its effect to the extent necessary to cause it to be enforceable, or if such modification is not possible, shall be deemed severed from this Agreement. In such event, the parties shall negotiate in good faith to replace any invalid, illegal, void, or unenforceable provision with a valid, legal, and enforceable provision that corresponds as closely as possible to the parties' original intent and economic expectations. The invalidity or unenforceability of any provision in one jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

### **27. ENTIRE AGREEMENT**

#### **27.1 Entire Agreement**

This Agreement, including all exhibits and attachments hereto, constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, warranties, statements, promises, and understandings, whether oral or written, with respect to the subject matter hereof. Neither party has relied upon any representation, warranty, statement, promise, or understanding not expressly set forth in this Agreement.

## **27.2 Exhibits and Attachments**

The following exhibits and attachments are incorporated into and made a part of this Agreement:

Exhibit A: Rules and Regulations

Exhibit B: Lead-Based Paint Disclosure and Pamphlet

Exhibit C: Move-In/Move-Out Inspection Checklist

Exhibit D: Pet Addendum (if applicable)

## **28. AMENDMENTS**

### **28.1 Written Amendments**

This Agreement may be amended, modified, or supplemented only by a written instrument executed by both Landlord and Tenant. No oral amendment, modification, or supplement shall be effective or binding on either party.

### **28.2 No Waiver**

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement of the waiver is sought. No waiver of any provision of this Agreement shall be deemed a continuing waiver or a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver unless expressly made so in writing.

## **29. SIGNATURES**

### **29.1 Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures, digital signatures, facsimile signatures, and scanned signatures shall be as valid and binding as original signatures.

### **29.2 Authority**

Each person signing this Agreement represents and warrants that he or she has the authority to execute this Agreement on behalf of the party for whom he or she is signing.

### **29.3 Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LANDLORD:

---

[LANDLORD'S FULL LEGAL NAME]

Date: \_\_\_\_\_

TENANT:

\_\_\_\_\_

[TENANT'S FULL LEGAL NAME]

Date: \_\_\_\_\_