



## RESIDENTIAL LEASE AGREEMENT

# 1 RESIDENCY AND FINANCIALS

### 1.1 INTRODUCTION

Agreement of lease made between Monica Moll, President of Moll Properties, Inc. hereinafter called the "Landlord" and \_\_\_\_\_ herein after collectively called the "Tenant", and binding all jointly and severally, wherein it is mutually agreed as follows:

### 1.2 RENTAL PROPERTY

That the Landlord hereby leases to the Tenant, and the Tenant hereby hires from the Landlord, the dwelling unit known as \_\_\_\_\_ with the privileges and appurtenances for and during the term beginning at 4:00 pm on \_\_\_\_\_ and ending at 9:00 am on \_\_\_\_\_ which will be referred to in this lease as the "Leased Premises".

### 1.3 AMOUNT OF RENT

1.3.1 The Tenant agrees pay the Landlord for the use of said premises twelve (12) equal payments of \$\_\_\_\_\_. The first payment is due on the commencement date of this lease. All other payments are due on the first of each month in advance. Prepayments of rent, up to the total amount owed under this entire lease agreement, are allowed. The Tenant hereby deposits \$\_\_\_\_\_ to be held as a damage deposit and deposited in a damage deposit escrow account at the Tompkins Trust Company Bank. A fully funded damage deposit is necessary to secure this lease. The Tenant also hereby deposits \$\_\_\_\_\_ to be used as last month's rent.

1.3.2 The Tenant hereby acknowledges that keys for the leased premises will not be given until at least first month, last month and damage deposit is paid in full.

1.3.3 The Tenant acknowledges that last month and damage deposit payments must be made within 5 business days from the date Landlord countersigns this Lease. If the last month's rent and damage deposit are not paid in full within 5 business days it constitutes the nullification of this lease. The Landlord then has the right to rent the leased premises to whomever the Landlord chooses.

### 1.4 USE AND OCCUPANCY OF PROPERTY

1.4.1 The only person(s) living in the property is/are: \_\_\_\_\_

1.4.2 Any change in occupancy may be subject to an adjustment in the amount of rent.

1.4.3 Tenant will use the property only as a residence.

## 1.5 UTILITIES AND SERVICES

1.5.1 Landlord is responsible for the following utilities and services:

1.5.1.1 Tenant agrees that Landlord will not be held responsible for the loss of use, or discontinuation or interruption of any utility or extra services beyond the Landlord's control.

1.5.1.2 Tenant shall notify the Landlord of any malfunction of a utility.

1.5.1.3 If the Landlord is responsible for Heating, the Heating Season (as set by Ithaca City Housing Code) is September 1 through May 31 and heat will be supplied as follows: if the daytime outdoor temperature falls below 55 degrees Fahrenheit, each apartment must be heated to a temperature of at least 68 degrees Fahrenheit. Tenant agrees not to block or cover heating or other ducts with furniture or bedding.

1.5.1.4 Tenant will not be negligent in his/her use of any included utility or service. If by Tenant's negligence, the utility bill or service fee dramatically increases; Tenant will be billed for any overages, which will then be due and payable by Tenant as additional rent.

1.5.2 Tenant is responsible for any additional utilities not provided by the landlord.

1.5.2.1 Utilities are not limited to include heat, electricity, trash, hot water, cold water, sewer, telephone and internet.

1.5.2.2 Tenant is required to register the utilities and services in Tenant's name for the entire duration of the lease.

1.5.2.3 Tenant understands and agrees that essential services are to be maintained at all times. Tenant is required to maintain adequate heat I winter to prevent pipes from freezing and to maintain a minimum of 55 degree Fahrenheit thermostat setting at all times to prevent damage.

## 2 POLICIES AND PROCEDURES

### 2.1 PAYMENT OF RENT

Rental payments are made payable to: Moll Properties, Inc.

2.1.1 Rental Payments are to be made through online rental payment service. Landlord will send a link to a tenant portal for the tenant prior to the first month's rent payment.

2.1.2

2.1.3 If you are unable to pay online, other methods of payment may be allowed with prior arrangements made with the Landlord.

2.1.4 Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in this lease shall be deemed to be nothing more than a partial payment on that account. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction, nor will Landlord's acceptance of a partial payment forfeit Landlord's right to collect the balance due on the account, or to pursue any other remedy available to it under the law, despite any conditional endorsement, stipulation, or other statement on any check. No conditional endorsement, stipulation or other statement on any check shall constitute a modification or alteration to this lease.

## 2.2 ADMINISTRATIVE FEE

2.2.1 If the rent or any other charges are not received by the Landlord on or before three (3) days after the rent due date, tenant must pay an administrative fee of \$35 per late payment. Further, an additional charge of \$35.00 will be added to any rent paid more than ten (10) days after it is due. Such charge is due and payable as additional rent when billed by Landlord. If said rent, or any portion of rent, is still unpaid ten (10) days after it becomes due, it is agreed that the Landlord may sue for the same, or re-enter said premises, or resort to any legal remedy. In the event that any Tenant must leave the premises, or fail to occupy for any cause whatsoever, any remaining Tenant shall be required to pay the total amount of rent specified at the required time.

2.2.2 Rental payments paid late 3 times within a 12 month period creates a default of the lease agreement.

2.2.3 Payments received by the Landlord when there are arrearages, shall be credited first, to any outstanding balance, and then applied to the current amount due.

## 2.3 RETURNED PAYMENTS

2.3.1 A returned payment fee of \$35 will be added for all returned payments. A personal check will not be accepted as payment to replace a returned payment.

2.3.2 If there are more than 2 instances of returned payments, the Tenant agrees that the Landlord may require all future payments to be made only by certified check, money order, or cash.

2.3.3 If your financial institution returns your rental payment and causes the rental payment to be late, a late charge will apply.

## 2.4 DAMAGE DEPOSIT

2.4.1 The damage deposit is intended to pay the cost of damages, cleaning, excessive wear and tear, and unreturned keys once the lease agreement has

- ended and/or for any unpaid charges or attorney fees suffered by the Landlord by reason of Tenant's default of this lease agreement.
- 2.4.2 Tenant is responsible for any unpaid charges or attorney's fees, suffered by the landlord by reason of Tenant's default of this lease in accordance to state and local laws and regulations.
- 2.4.3 Under no circumstance can the damage deposit be used as payment for rent and/or other charges due during the term of this lease agreement.
- 2.4.4 The Lease premises must be left in good, clean condition with all trash, debris, and Tenant's personal property removed. The Leased Premises shall be left with all appliances and equipment in working order.
- 2.4.5 Landlord recovery of damages will not be limited to the damage deposit.
- 2.4.6 The damage deposit will be forfeit if the Tenant does not fulfill the obligations of this Lease.
- 2.4.7 Provided the Tenant fulfills all the obligations of the Lease Agreement, the Landlord will return either an itemized accounting for charges with any balance of the damage deposit or the entire damage deposit to the Tenant within 30 days of lease end.

## 2.5 APPLIANCES

- 2.5.1 Landlord will supply and maintain \_\_\_\_\_.
- 2.5.1.1 Tenant will keep appliances provided by Landlord in good working order and shall report any malfunction to the Landlord. Any damage sustained due to the neglect or misuse by Tenant will become the full responsibility of the Tenant, either in the appliance repair or replacement.
- 2.5.1.2 Tenant agrees that the items specified above are the property of the Landlord and will remain with the Leased Premises at the end of this Lease term.
- 2.5.2 Tenant must have written approval before installing any appliance. Landlord accepts no responsibility for the maintenance, repair or upkeep of any appliance supplied by the Tenant. Tenant agrees he/she is responsible for any damage that occurs to the Leased Premises resulting from the addition of any appliance that is supplied by the Tenant.

## 2.6 MAINTENANCE AND REPAIRS

Landlord shall be responsible for repairs in or about the Leased Premises unless caused by the negligence of the Tenant. Tenant will be responsible for any repairs caused by his/her negligence.

- 2.6.1 It is the responsibility of the Tenant to promptly notify the Landlord of the need for any such repair of which the Tenant becomes aware.

2.6.2 If any required repair is caused by the negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.

2.6.3 The Tenant must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean, tidy and sanitary manner. If this covenant is breached, Landlord may give Tenant a three-day notice to comply. If Tenant fails to do so, Landlord may enter premises, clean same and charge Tenant for cleaning.

2.6.4 Tenant must abide by all local recycling regulations.

2.6.5 The Tenant shall properly use and operate all electrical, cooking, and plumbing fixtures and keep them clean and sanitary.

2.6.6 The tenant is not permitted to paint, make any alterations, improvements or additions to the premises without first obtaining the written permission of the Landlord. The Landlord's permission to a particular painting, alteration, improvement, or addition shall not be deemed as consent to future painting, alterations, improvements, or additions.

## 2.7 CONDITION OF THE PROPERTY

2.7.1 The Tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.

2.7.2 The Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.

2.7.3 The Tenant agrees to return the Leased Premises to the Landlord at the end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement.

## 2.8 PETS

Pets are not allowed without written permission from the landlord. An additional damage deposit and Pet Lease Addendum will apply.

## 2.9 PARKING

Parking may be provided as designated by the Landlord. Parking may be rented as a separate Lease as available on a first-come, first-served basis. No guest or visitor parking is provided. No parking is permitted in fire lanes. No parking is permitted in handicapped spaces without proper permit. Vehicles improperly parked shall be towed at the vehicle owner's expense.

## 2.10 SPECIAL TERMS AND CONDITIONS

The Landlord and Tenant agree to the following extra services, charges, and/or special terms:

- 2.10.1.1 Tenant will not use an air conditioning unit unless given written permission by the Landlord. If it is stated in section 1.5 that the landlord is responsible for electricity utility, a monthly fee of \$35 will be charged for each air conditioning unit in operation. All air conditioners must be energy star certified and within 5 model years of the date the unit is installed. Landlord reserves the right to deny the installation of a particular air conditioning unit for any reason.
- 2.10.2 Space heaters are not allowed.

## 3 RULES

### 3.1 RULES

- 3.1.1 Late fees are strictly enforced and any unpaid fees will not be waived.
- 3.1.2 The Tenant will not interfere with the peaceful enjoyment of the neighbors. No noisy or disorderly conduct annoying or disturbing to the occupants of the building shall be permitted, in any part thereof. The premises hereby demised are to be reasonably quiet between ten (10) pm and eight (8) am.
- 3.1.3 All rubbish, refuse and garbage shall be securely wrapped and brought to the designated collection locations. Tenant agrees to comply with all government ordinances mandating recycling. Any and all penalties assessed against the landlord for the Tenant's non-compliance will be passed on to the Tenant. The Landlord reserves the right to pass on to the Tenant, any special collection or tipping fees assessed against the landlord for garbage removal due to Tenant's misuse or negligence of the garbage service.
- 3.1.4 The Tenant will be responsible for any time and/or violations that are imposed on the Landlord due to the Tenants negligence.
- 3.1.5 The Tenant shall abide by all Federal, State, and Local laws.
- 3.1.6 The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
- 3.1.7 The Tenant agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises.
- 3.1.8 The Tenant agrees to test the smoke detector(s) periodically as well as maintain operational batteries at all times.
- 3.1.9 The Tenant must report any malfunction with the smoke detector(s) immediately to the Landlord. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector installed on the Leased Premises. If Tenant's actions cause any smoke detector to be

- found not installed or operational at any time during the lease term, the Tenant will be assessed a \$50 fine per instance payable immediately as well as any additional charges for replacement or repair of the unit.
- 3.1.10 The Tenant agrees to test carbon monoxide detector(s) periodically as well as maintain operational batteries at all times. The Tenant must report immediately to the Landlord any malfunction with the carbon monoxide detector(s). If Tenant's actions cause any carbon monoxide detector to be found not installed or operational at any time during the lease term, the Tenant will be assessed a \$50 fine per instance payable immediately as well as any additional charges for replacement or repair of the unit.
- 3.1.11 The landlord may provide fire extinguisher(s) for your safety. The Tenant may not misuse, dismantle, block or remove the fire extinguisher. The Tenant must report to the Landlord any use, malfunction, or repair required. In the event of the negligent use of the fire extinguisher(s), the Tenant will be responsible for any damage to the Leased Premises as well as the replacement or refill of the fire extinguisher(s). In addition a \$100 fine will be assessed per instance of negligent fire extinguisher discharge.
- 3.1.12 Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
- 3.1.13 The Tenant may not use or store Kerosene or space heaters at any time in or around the Leased Premises.
- 3.1.14 Under no circumstance may a stove, oven or range be used as a source of heat.
- 3.1.15 Charcoal and gas barbeque grills may not be used inside the Leased Premises. Charcoal and gas barbeque grills may not be used or stored on any common areas, balconies, decks, patios, porches, and/or landings or entranceways. Charcoal barbeque grills must be used further than 10 feet from any building or structure. Gas grills may not be used at all.
- 3.1.16 All windows and doors must remain closed during inclement weather. Any damage incurred as a result of the tenant leaving windows and doors open, the tenant will pay for repairs and damages immediately to the Landlord.
- 3.1.17 The Tenant shall notify the Landlord of any pest control problems.
- 3.1.18 The Tenant must notify Landlord of any changes in employment.
- 3.1.19 Trampolines are not permitted on the Leased Premises.
- 3.1.20 Waterbeds and liquid furniture are not permitted.
- 3.1.21 The Tenant must obtain written permission to install a satellite system or antenna on or around the Leased Premises. If Tenants desire television cable, telegraphic or telephonic communications, the Landlord or his agent shall direct the electricians as to where and how the wires are to be introduced and without such directions no borings or butting for wires shall be permitted.

- 3.1.22 The Tenant may not store or park a recreational vehicle or watercraft on Leased Premises.
- 3.1.23 The Tenant may not hang or place any signs on or around the Leased Premises.
- 3.1.24 The Tenant may not block the fire escape at any time. The sidewalks, entries or vestibules, corridors or halls and stairways shall not be encumbered or obstructed by the Tenants or other persons, or used by any of them for any other purposes than for ingress or egress from their respective premises. Such portions of the building and grounds remain in the exclusive control of the Landlord.
- 3.1.25 Screens shall not be permitted to swing loosely in the window and any damage caused thereby shall be borne by the Tenant.
- 3.1.26 The Tenant may not use windows, decks, or balconies for the purpose of drying laundry.
- 3.1.27 Nothing shall be set outside of any windows.
- 3.1.28 The water closets, toilet rooms, and other water apparatus of said building, shall not be used for any other purposes than strictly for those for which they were constructed. Do not flush large wads of toilet paper. Grease, oils, coffee grounds, fibrous materials, Q-tips, sanitary napkins, tampons, and condoms should be put in the garbage, not in the toilet or down drains. Tenant is responsible for providing plungers and plunging toilets if they become clogged. Caustic substances (Drano, Liquid-Plumr, etc.) must not be flushed down toilets or drains. Notify Maintenance if plunging does not correct the problem. Never re-flush a clogged toilet. Water may spill onto the floor and leak into lower floors. Tenant may be held responsible for costs associated to damage caused by this action. In addition if they or any of them be defaced or broken by any use other than that for which they were intended the landlord shall replace or repair the same and charge the cost thereof to the Tenant. Tenant shall give prompt notice of any leakage.
- 3.1.29 No dogs, cats or other pet animals shall be allowed on premises or in the building unless previously approved by the landlord. In the event that pets are discovered on the premises during the term of the lease, it is understood that said violation shall result in a \$300.00 charge for each pet and each instance to cover flea treatments/carpet cleaning etc. for premises and other liquidated damages. Continual violation will result in eviction.
- 3.1.30 Nothing shall be thrown out of the windows by the Tenants or occupants of said building.
- 3.1.31 If Tenant is locked out during office hours (Monday-Friday, 9AM-5 PM), Tenant should contact the landlord for admittance. Identification will be required. If Tenant is locked out during non-office hours, the landlord or his

- representative may elect to come to unlock the Tenant's door for a minimum \$25.00 charge, payable at that time. Identification must be shown to the person who is unlocking the door for the tenant.
- 3.1.32 There will be a \$15.00 fee for failure by the Tenant to return any key.
- 3.1.33 Tenant is to provide his own light bulbs. All replacement light bulbs must be compact fluorescent.

## 4 GENERAL CLAUSES

### 4.1 ADDENDUMS

The following addendums, attached to this Lease Agreement, shall become part of this Lease Agreement.

### 4.2 RENTER'S INSURANCE

- 4.2.1 Tenant agrees to be solely responsible for any damage to or loss of Tenant's personal property. Accordingly, the Tenant is strongly encouraged to obtain personal property/renters insurance with an insurance company properly license to do business in the state. This policy must become effective on or before the beginning date of this lease agreement.
- 4.2.2 Landlord agrees to give a discount on the monthly rent of \$20 per renter's policy purchased by the tenant through Tompkins Insurance Agencies as indicated preferable by the Landlord. A discount of \$10 per month per renter's policy will apply for renter's insurance purchased outside of that indicated as preferable by the Landlord. This will only apply as long as the renter's insurance policy includes at least a \$500,000 liability limit and is valid in the state of New York.
- 4.2.3 This discount will not exceed monthly discount multiplied by the number of bedrooms in the apartment (i.e. a 5 bedroom apartment has a \$100 monthly discount maximum, a 3 bedroom apartment has a \$60 monthly discount maximum etc... if insurance is purchased through Landlord preferred Tompkins Insurance Agencies.)
- 4.2.4 This discount will no longer apply if the insurance coverage is discontinued, lapses or is no longer valid in the state of New York for any reason.
- 4.2.5 Proof of insurance is the tenant's responsibility to provide to the landlord on a yearly basis on or before the anniversary of policy commencement. If proof is not obtained before this the discount will be discontinued until such proof is secured by the Landlord.

### 4.3 RIGHT OF ENTRY

- 4.3.1 Landlord and/or his agents, with reasonable notice, have the right during the term of this lease agreement to enter during reasonable hours to inspect the premises, make repairs or improvements, or show prospective buyers and/or Tenant(s) the property.
- 4.3.2 In the event of an emergency, Landlord reserves the right to enter Leased Premises without notice. It is required that the Landlord have a working set of keys and/or security codes to gain access to the Leased Premises.
- 4.3.3 Tenant will not change, or install additional locks, bolts or security systems without the written permission of the Landlord.
- 4.3.4 Unauthorized installations or changing of any locks will be replaced at the Tenant's expense.
- 4.3.5 Tenant will be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock.

#### 4.4 ENDING OR RENEWING A LEASE AGREEMENT

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

#### 4.5 NOTICES

- 4.5.1 Any notice, required by the terms of this Lease Agreement shall be in writing.

- 4.5.2 Notices sent to the landlord may be sent to the following:

Moll Properties, Inc.

44 Dart Drive

Ithaca, NY 14850

(607) 351-6266

[mollprop@gmail.com](mailto:mollprop@gmail.com)

- 4.5.3 Notices may be given by either party to the other, in any of the following ways, or any other manner provided for by law:

- 4.5.3.1 Regular Mail

- 4.5.3.2 Personal Delivery

- 4.5.3.3 Certified or Registered Mail, return receipt requested

- 4.5.3.4 Email

#### 4.6 ABANDONMENT

If Tenant vacates the Leased Premises before the end of the Lease term without written permission from the Landlord, the Leased Premises is then considered to be abandoned and Tenant is in default of this Lease Agreement. Under these circumstances, Tenant may be responsible for damages and losses allowed by Federal, State and Local regulations. If the Tenant leaves any personal property in the apartment beyond the normal term of this lease, or beyond the termination of this lease as a result of default by the Tenant or otherwise, the property will be considered abandoned. The landlord will not be responsible for said property. He may elect to store said property in the apartment or elsewhere and charge the Tenant a removal fee and a storage fee. The daily storage fee shall be equivalent to the greater of either the monthly rent installment apportioned on a daily basis, or the actual cost to the Landlord or storing said property. If said property remains in the apartment or elsewhere stored by the Landlord in excess of five (5) days after Tenant's abandonment, the Landlord may consider that the Tenant has transferred all his right, title and interest in said property to the Landlord, and the landlord disposes of said property as he chooses. The Landlord's disposition of any such property, shall not release the Tenant from any claim or liability or any other obligation arising from this lease, and the Tenant shall make no claim and releases the landlord from any claim that the Tenant might have in the event of such disposition.

#### 4.7 LANDLORD'S REMEDIES

If Tenant violates any part of this Lease Agreement including non-payment of rent, the Tenant is in default of this Lease Agreement. In the event of a default, the Landlord is entitled to initiate legal proceedings in accordance with local and state regulations to evict or have Tenant removed from the Leased Premises as well as seek judgment against Tenant for any monies owed to Landlord as a result of Tenant's default.

4.7.1 All rent for the balance of the term of this lease agreement is immediately due to the Landlord and the Landlord is entitled to the entire balance as well as any damages, expenses, legal fees, and costs.

4.7.2 The Tenant understands and agrees that if the Tenant files a petition of bankruptcy it will not release Tenant from the fulfillment of the terms and conditions of the Lease Agreement.

#### 4.8 SUBORDINATION

This Lease Agreement is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land

the landlord is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

#### 4.9 CONDEMNATION

If the whole or any part of the Leased Premises is taken by any authority having power of condemnation, this lease agreement will end. Tenant shall peaceably vacate the leased premises and remove all personal property and the lease terms will not longer apply. The Tenant, however, is responsible for all rent and charges until such time the Tenant vacates the Leased Premises.

#### 4.10 INDEMNIFICATION

The Tenant agrees to hold the Landlord harmless and indemnify and defend the Landlord from and against any and all claims, actions, proceedings, damages, liability and expenses, including attorney's and other professional fees, in connection with the loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by the Tenant (or any of the Tenant's family, agents, employees, guests, visitors or invitees) of the premises or any part thereof, including, without limitation, any building or land on (or adjacent to) the premises, any parking areas, means of entrance and exit to the premises and walks, roads, caused wholly or in part by any act or omission of the Tenant, or any of the Tenant's family, agents, employees, guests, visitors or invitees.

This paragraph also includes, without limitation, fees and disbursements of counsel incurred by the Landlord in any action or proceeding between the Landlord and any third party that is connected with personal injuries, property damage or otherwise related to the premises or that may be otherwise related to this lease. The Tenant, however, is not obligated to indemnify the Landlord for any damage caused by the Landlord's own negligence.

#### 4.11 ASSIGNMENT OR SUBLEASE

Tenant agrees not to transfer, assign, or sublease the Leased Premises without the Landlord's written permission. Landlord may charge a \$50 processing fee for any assignment or sublease. A signed Sublease agreement and Application is required for all subleases.

#### 4.12 JOINT AND SEVERABLE LIABILITY

The Tenant understands and agrees that if there is more than one Tenant that has signed the Lease Agreement, each Tenant is individually and completely responsible for all obligations under the terms of the Lease Agreement.

#### 4.13 MISREPRESENTATION

If any information provided by Tenant in application for this lease is found to be knowingly incorrect, untruthful and or misleading, it is a breach of this lease.

#### 4.14 BINDING OR HEIRS AND ASSIGNS

All provisions, terms and conditions of this Lease Agreement shall be binding to Tenant, Landlord, their heirs, assignees and legal successors.

#### 4.15 SEVERABILITY

If any part of this lease agreement is not valid, enforceable, binding or legal, it will not cancel or void the rest of this lease agreement. The remainder of the Lease Agreement will continue to be valid and enforceable by the Landlord to the maximum extent of the laws and regulations set forth by local, state and federal governments.

#### 4.16 COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

#### 4.17 PARAGRAPH HEADINGS

Paragraph headings in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

#### 4.18 ENTIRE AGREEMENT

4.18.1 Landlord and Tenant agree that this Lease Agreement and any attached addendums, rules and regulations, and or special terms and conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the Leased Premises.

4.18.2 Tenant acknowledges the receipt of any disclosures required by the State of New York as well as any disclosures required by federal, state and local jurisdictions.

## 5 SIGN AND ACCEPT

### 5.1 NOTICE

- 5.1.1 This is an important LEGAL document. You may have an attorney review the Lease Agreement Prior to signing it.
- 5.1.2 If the Landlord fails to enforce any provision of this Lease Agreement it is not a waiver of any future default or default of the remaining provisions.
- 5.1.3 By signing this Lease Agreement, the Tenant certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, rules and regulation of this Lease Agreement including any addendums.



## RESIDENTIAL LEASE AGREEMENT

# 1 CHARGES UPON TERMINATION

### 1.1 TERMS

If residence is not returned in the same condition as when rented, the following minimum charges will be deducted from the Damage Deposit. The cost of labor and materials for cleaning, repairs, removals and replacements where applicable, or rent loss due to necessary repair time, and numerous other charges based on actual damages will be deducted from the damage deposit.

### 1.2 CLEANING CHARGES

Room	\$50.00
Studio Apartment	\$80.00
One Bedroom Apartment	\$110.00
Two Bedroom Apartment	\$150.00
Three Bedroom Apartment	\$200.00
Five Bedroom Apartment	\$250.00
Trash Removal (per room)	\$60.00
Trash Removal (per trash can)	\$30.00
Window	\$20.00 per window
Extensive cleaning	\$35.00 per hour per person
Moving Furniture	\$35.00 per hour per person

### 1.3 DAMAGES

Negligent soiling or damage to walls	\$300.00 per room
Large holes (1/2" and larger)	\$50.00 each
Cigarette burns in floor and other surfaces	\$50.00 per instance

Lock Replacement	\$50.00 each
Missing Screens	\$20.00 each
Broken Windows	\$100.00 minimum each
Broken or Missing Blinds	\$10.00 minimum each
Missing or soiled Mattress Protector	\$15.00 minimum each

#### 1.4 MINIMUM CHARGES

It is understood that the above minimum amounts are for minimal cleaning and damages. Repairs requiring extensive work or replacement will be required or replaced at Moll Properties or contractor specified rates depending on who performs the work. (Extensive damage may include, but is not limited to: drainage stoppage, plumbing fixtures, door replacement, broken mirrors cabinets, fencing, lights, damage countertops, floors, etc.)

# DAMAGE DEPOSIT AGREEMENT

## 1.1 TERMS

Tenant understands and agrees that to be entitled to full return of Tenant's damage deposit, upon vacating the property, the resident must do all of the following:

- 1.1.1 **Fulfill Lease Term:** Tenant must fulfill the entire lease term, with the exception of early termination approved by the Landlord, at its sole discretion.
- 1.1.2 **Give Proper Notice To Vacate:** Tenant must give proper notice to vacate, as required in lease.
- 1.1.3 **Pay All Rent Due:** Tenant must pay all rent and other charges, fees, and amounts due and owing the Landlord by the end of your lease.
- 1.1.4 **Leave Property with No Damage:** The property must have no damage beyond ordinary wear and tear. Ordinary wear and tear is any kind of damage or deterioration to the property, fixtures, carpet, linoleum, tiles, walls, window blinds, lawn, or appliances that naturally occurs over the use life of the item, but was not caused by excessive or unreasonable use and treatment by the resident and occupants. Ordinary wear and tear does not include damage caused by resident's negligence, misuse, or abuse of the property.
- 1.1.5 **Clean Property:** Tenant must thoroughly clean the property before move-out: including, but not limited to, such items as kitchen appliances (including stove, oven, and refrigerator), bathroom fixtures and tiles, closets, storage areas, and all floors.
- 1.1.6 **Vacuum and Clean Carpets:** Tenant must vacuum all carpets in the property belonging to Landlord on a weekly basis, and must

thoroughly vacuum all carpets belonging to Landlord prior to moving-out.

- 1.1.7 **Filling in Holes in Walls and Doors:** Tenant must fill in all nail holes and other holes in walls and doors.
- 1.1.8 **Remove All Debris and Discard Trash:** Tenant must remove all garbage and debris from the property and discard it properly.
- 1.1.9 **Remove All Belongings:** Tenant must remove all belongings from the property including food items and trash.
- 1.1.10 **Return All Keys:** Tenant must return **all** keys.
- 1.1.11 **Leave Forwarding Address:** Tenant must leave management a forwarding address for the return of Tenant's security deposit and for other necessary correspondence.
- 1.1.12 **No Release From Other Responsibilities:** The foregoing shall not release Tenant from any responsibilities or obligations regarding damage to the property. Both Tenant and Landlord reserve all rights regarding the Damage Deposit.



## RESIDENTIAL LEASE AGREEMENT

# 1 LEAD PAINT DISCLOSURE FORM

### 1.1 DISCLOSURE OF INFORMATION OF LEAD-BASED PAINT AND/OR 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 managed 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/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

### 1.2 LANDLORD'S DISCLOSURE

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

### 1.3 TENANT'S ACKNOWLEDGEMENT

The pamphlet Protect Your Family from Lead in Your Home can be found on the Landlord's company website <http://www.mollprop.com/lease-agreement.html>. Tenant acknowledges the receipt of this pamphlet via downloading of the file from the above website.

### 1.4 CERTIFICATION OF ACCURACY

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