

Residential Lease Agreement

This Residential Lease Agreement ("Lease") is made and effective this **January 1st, 2018**,

between: Boris Drulyk ("Landlord")

and: NAME ("Tenant")

leased property: 331 Leonard Street ("Property")
Mattydale, NY 13211

In consideration of the Landlord leasing the property to the tenant, parties agree to the following:

Leased Property

1. The landlord agrees to rent to the tenant the house at the property address, for use as a residential only.
2. No guest of the tenant may occupy the property for longer than one week without the prior written consent of the landlord.
3. No animals are allowed to be kept in or about the Property without written permission of the landlord.
4. Tenant is only permitted to park their vehicle in the driveway, no parking on lawn.
5. Tenant, family members, and visitors will not smoke anywhere in the property. Smoke outside.

Term

The term of the lease commences at 12:00am on **January 1st, 2018** and ends at 11:59pm on **December 31st, 2018**.

Rent

1. Subject to provisions of this lease, the rent for the property is **\$1,500.00** per month ("Rent").
2. The tenant will pay the rent on or before the 1st of every month for the term of this lease by check or cash to the landlord.

Deposit

1. An initial deposit of **\$1,500.00** is required.
2. This deposit will be refunded to Tenant 30 days after Lease Term end date.

Initial Transaction

1. It is required to pay the deposit in the amount of \$1,500.00, first month's rent of \$1,500.00, and last month's rent of \$1,500.00. With a Grand Total of **\$4,500.00** cash or check to be able to move in.

Tenant Improvements - Allowed

1. Tenant may hang pictures inside home.
2. Tenant may do gardening/flowering outside.

Tenant Improvements – Needs Approval from Landlord

The tenant will obtain written permission from the landlord before doing any improvements to the property.

1. Painting and wallpapering
2. Removing or adding walls, or performing any structural alterations
3. Installing waterbed(s)
4. Working on electrical, HVAC, plumbing
5. Affixing anything to the exterior of house, including dish or antenna

Insurance

The Tenant is hereby advised and understand that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assume no liability for any such loss.

Amendment of Lease

This Lease may only be amended or modified by written document executed by both parties.

Assignment and Subletting

The Tenant will not assign this Lease or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord’s option, terminate this Lease.

Damage to Property

If the Property should be damaged other than by the Tenant’s negligence or willful act or that of the Tenant’s employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

1. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to and furnishings supplied by the Landlord.
2. The Tenant will not engage in any illegal trade or activity on or about the Property.
3. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
4. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
5. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
6. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good and condition as the were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Lead Warning

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

Address for Notice

For any matter relating to this tenancy, the Tenant may be contacted at the Property or though the phone number or email below:

Name: _____

Phone: _____

Email: _____

For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord’s address for notice is:

Boris Drulyk
 5450 Lucknow Drive
 Clay, NY 13041
 315-378-7171
BDrulyk@gmail.com

General Provisions

1. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
2. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord’s rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord’s rights in respect of any subsequent default or breach.
3. This Lease will extend to and be bidding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
4. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
5. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other’s acts, omissions and liabilities pursuant to this Lease.
6. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
7. The tenant will be charged an additional amount of \$39.00 for each N.S.F. check or checks returned by the Tenant’s financial institution.
8. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
9. This Lease may be executed in counterparts. Facsimile signatures are binding and are original signatures.
10. This Lease constitutes the entire agreement between the Parties.
11. During the last 30 days of this Lease, the Landlord or the Landlord’s agents will have the privilege of displaying the usual “For Sale” or “For Rent” or Vacancy” or similar signs on the Property.
12. Time is of the essence in this Lease.

This Lease entered into as of the day and year first written above.

Landlord: Boris Drulyk

Tenant: NAME

(Signature)

(Signature)

Boris Drulyk

(Printed name)

(Printed name)

(Date)

(Date)