

LEASE

The Landlord and Tenant agree to lease the premises at the rent and for the term on these terms:

Landlord: Shymoon Hosein **Email:** shymoon@azsproperties.com
9 Jamar Drive **Phone #:** 315-391-4779
Fayetteville New York 13066

Tenant 1: _____ **Tenant 2:** _____

Phone Numbers: _____

Premises: 737 Livingston Avenue Room # Syracuse New York 13210

Signed Date: _____ **DOB:** _____

Lease Term: Months: _____ **Start Date:** _____ **End Date:** _____

1. **Use:** The premises must be used to live in only and for no other reason. Only a party signing this lease, spouse and children of that party may use the premises.
2. **Failure to give possession:** Landlord shall not be liable for failure to give Tenant possession of the premises on the beginning date of the term. Rent shall be payable as of the beginning of the term unless landlord is unable to give possession. In that case, rent shall be payable when possession is available. Landlord will notify tenant as to the date possession is available. The ending date of the term will not change.
3. **Rent, added rent:** Rent shall be in the monthly amount of \$ _____ for the term of this lease. The sum of \$ _____ is due upon the tenant's execution of this lease, and the balance of \$ _____ due upon occupancy on before _____ at landlord's address shown above. Rent must be paid in full and no amount subtracted from it. The tenant may be required to pay other charges to landlord under the terms of this lease. They are to be called "added rent." If the tenant fails to pay the added rent on time, the landlord shall have the same rights against tenant as if it were a failure to pay rent.
4. **Notices:** Any bill, statement or notice must be in writing and delivered or mailed to the tenant and to the landlord at the respective addresses set forth above. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Any notice must be sent by certified mail. Landlord must send tenant written notice if landlord changes the address for notices.
5. **Security:** There is the amount of \$ _____ security deposit due under this lease agreement.
6. **Utilities and Services:** Tenant must pay for the following utilities and services when billed during the term of this lease: gas, electric, fuel, and telephone.

7. **Furnishings:** If the premises are furnished, the furniture and other furnishings are accepted “as is.” If an inventory is supplied each party shall have a signed copy.
8. **Repairs, alterations:** Tenant must keep, and at the end of the term return, the premises and all appliances, equipment, furniture, furnishings and other personal property clean and in good order and repair. Tenant is not responsible for ordinary wear and damage by the elements. If tenant defaults, landlord has the right to make repairs and charge tenant the cost. The cost will be added rent. Tenant must not alter, decorate, change or add to the premises.
9. **Space “as is”:** Tenant has inspected the premises. Tenant states that they are in good order and repair and takes the premises “as is.”
10. **Care of Premises, grounds:** Tenant shall keep the grounds neat and clean. Vehicles may be driven or parked in driveways, designated parking areas or in the garage.
11. **Fire, damage:** Tenant must give landlord immediate notice in case of fire or other damage to the premises. Landlord will have the right to repair the damage within a reasonable time or cancel this lease. If landlord repairs, tenant shall pay rent only to the date of the fire or damage and shall start to pay rent again when the premises become usable. Landlord may cancel the lease by giving tenant three (3) days written notice. The term shall be over at the end of the third day and all rent shall be paid to the date of the damage.
12. **Liability:** Landlord is not liable for loss, expense or damage to any person or property unless it is due to landlord’s negligence. Tenant must pay for damages suffered and money spent by landlord relating to any claim arising from any act of neglect of tenant. Tenant is responsible for all acts of tenant’s family, employees, guests and invitees.
13. **Assignment, sublet:** Tenant may not sublet all or part of the premises, or assign this lease or permit any other persons to use the premises.
14. **Landlord’s consent:** If tenant requires landlord’s consent to any act and such consent is not given, tenant’s only right is to ask the court to force landlord to give consent. Tenant agrees not to make any claim against landlord for money or subtract any sum from the rent because such consent was not given.
15. **Landlord may enter, keys, signs:** Landlord may at reasonable times and upon reasonable notice to tenant, enter the premises to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants. Tenant and landlord shall each have keys to all locks. Locks may not be changed, or additional locks installed without landlord’s consent. Doors must be locked at all times tenant is away from the premises. Landlord may place usual “for rent” or “for sale” signs upon the premises.

16. Subordination: This lease and tenant's rights are subject and subordinate to all present and future (a) leases for the premises or the land on which it stands, (b) mortgages on the leases or on the premises or on the land, (c) agreements securing money paid or to be paid by the lender, under mortgages, and (d) terms, conditions, renewals, changes of any kind in and extensions of the mortgages or leases, or lender agreements. Tenant must promptly execute any certificate(s) that landlord requests to show that this lease is subject and subordinate.

17. Condemnation: If all of the premises are taken or condemned by a legal authority, the term and tenant's rights shall end as of the date the authority takes title to the premises. If any part of the premises is taken, landlord may cancel this lease on notice to tenant setting forth a cancellation date not less than thirty days from the date of the notice. If the lease is cancelled, tenant must deliver the premises to the landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to landlord. Tenant gives landlord any interest tenant might have to any part of the award and shall make no claim for the value of the remaining part of the term.

18. Compliance with authorities: Tenant must, at tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, property owners, associations, insurance carriers or Board of Fire Underwriters or similar group. Tenant may not do anything which may increase landlord's insurance premiums. If tenant does tenant must pay the increase as added rent.

19. Tenant's defaults and landlord's remedies:

A. Landlord may give fourteen days written notice to tenant to correct any of the following defaults:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the lease, improper subletting all or part of the premises, or allowing another to use the premises.
3. Improper conduct by tenant or other occupant of the premises.
4. Failure to fully perform any other term in this lease.

B. If tenant fails to correct the default in section A within the fourteen days, landlord may cancel the lease by giving tenant a written fourteen day notice stating the date the term will end. On that date the term and tenant's rights in this lease automatically end and tenant must leave the premises and give landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

C. If the lease is cancelled, or rent or added rent is not paid on time, or tenant vacates the premises, landlord may, in addition to other remedies, take any of the following steps:

1. Enter the premises and remove tenant and any person and property.
2. Use dispossession, eviction or other lawsuit method to take back the premises.

D. If the lease is ended or landlord takes back the premises, rent and added rent for the unexpired term becomes due and payable. Landlord may re-rent the premises and anything in it for any term. Landlord may re-rent for a lower rent and give allowances to the new tenant. Tenant shall be responsible for landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorneys fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money tenant owes. Tenant waives all rights to return to the premises after possession is given to the landlord by a court.

20. Bankruptcy: If (1) tenant assigns property for the benefit of creditors, (2) tenant files a voluntary petition or an involuntary petition is filed against tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of tenant or tenant's property is appointed, landlord may give tenant thirty days notice of cancellation of the term of this lease. If any of the above is not fully dismissed within the thirty days, the term shall end as of the date stated in the notice.

Tenant must continue to pay rent, damages, losses and expenses without offset.

21. Correcting tenant's default: If tenant fails to correct a default after notice from landlord, landlord may correct it for tenant at tenant's expense. The sum tenant must repay to landlord will be added rent.

22. Waiver of jury, counterclaim, set off: Landlord and tenant waive trial by a jury in any matter which comes up between the parties under or because of this lease (except for a personal injury or property damage claim). In a proceeding to get possession of the premises, tenant shall not have the right to make a counterclaim or set off.

23. Written instructions: Landlord has given or may give written instructions about the care and use of appliances, equipment and other personal property on the premises. Tenant must obey the instructions.

24. Illegality: If any part of this lease is not legal, the rest of the lease will be unaffected.

25. No waiver: Landlord's failure to enforce any terms of this lease shall not prevent landlord from enforcing such terms at a later time.

26. Quiet enjoyment: Landlord agrees that if tenant pays the rent and is not in default under this lease, tenant may peaceably and quietly have, hold and enjoy the premises for the term of this lease.

27. Successors: This lease is binding on all parties who lawfully succeed to the rights or take the place of the landlord or tenant.

- 28. **Representations, changes in lease:** Tenant has read this lease. All promises made by the landlord are in this lease. There are no others. This lease may be changed only by an agreement in writing signed by and delivered to each party.
- 29. **Paragraph headings:** The paragraph headings are for convenience only.
- 30. **Effective date:** This lease is effective when landlord delivers to tenant a copy signed by all parties.
- 32. **Interpretation:** The interpretation, validity and enforcement of this lease shall be governed by and construed under the internal laws of the State of New York , excluding its principles of conflict of laws.
- 33. **Entire agreement:** Upon the execution and delivery hereof, this lease shall constitute the entire agreement between landlord and tenant with respect to the leased premises. This lease cannot be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 34. **Late fees:** Rent paid after the 5th of the month must include \$45.00 late fee as added rent.
- 35. **Cleaning fees:** Apartmetns must be returned as clean as received or a minimum fee of \$100.00 will be charged, and may be increased depending on how dirty when returned.
- 36. **Parking Fees:** 45.00 Per/Month if tenant is in need of a parking spot.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the date first above written.

LANDLORD:

By: _____
Shymoon Hosein

Witness:

TENANT:

Witness:
