

Historic Stockade Apartments, Schenectady, NY 12305

Rental Agreement *revised 9/2/18*

1. Identification of Landlord and Tenant

This Agreement is entered into between _____ and _____ ("Tenants") and Robin T White ("Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at _____ Apt # _____, Schenectady, New York 12305 ("the premises").

Rental of the premises also includes: _____

3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant listed in Clause 1 of this agreement, and his or her minor children, subject to any state or local laws allowing additional occupants. Occupancy by guests for more than two consecutive weeks over a six-month period is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

4. Term of the Tenancy

The rental will begin on _____, 201__ and continue until Terminated.

Tenant may terminate the tenancy by giving the Landlord two (2) month's written notice, to be delivered on or before the first day of the month prior to month of termination. The termination date must fall on the last day of the month.

If the required two (2) month's notice is not given the rent is payable for the full required notice period. If the Tenant vacates within twelve(12) months of occupying the apartment then Tenant shall forfeit security equal to one (1) month of rent. Landlord may terminate the tenancy, or modify the terms of this Agreement, by giving Tenant one (1) month's written notice.

5. Delivery of Rent

Regular monthly rent

Tenant will pay to Landlord a monthly rent of \$ _____, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid in the following manner, unless Landlord designates otherwise:

Form of payment

Landlord will accept payment in these forms:

- Personal check, Cashiers check or Money Order made payable to: **Robin T White**

Delivery of payment

Rent will be delivered:

- By mail to Joseph Fava, 27 North Ferry St, Schenectady, New York 12305
- By hand to Joseph Fava, at: 27 North Ferry St, Schenectady, New York 12305
- ... to Joseph Fava in person or through his house mail box.

6. Added Rent for Late Payment

If Tenant fails to pay the rent in full before the end of the fifth day of the month it is due, Tenant will pay Landlord \$25 as Added Rent. Landlord does not waive the right to insist on payment of the rent in full on the date due.

7. Added Rent for Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord \$35 as Added Rent. After the second time Tenant's check is returned Tenant may be required to make future payments with a cashier's check or money order.

8. Security Deposit and Last Month's Rent Prepayment

On or before signing this Agreement, Tenant will pay to Landlord the sum of \$ _____ as a security deposit.

Tenant will pre-pay last month's rent. It may be paid in total upon signing or may be paid in up to 3 monthly approximately equal installments in addition to the monthly rent.

Within a reasonable time after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant 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 deposit balance.

9. Utilities

Tenant will pay all utility charges, except for the following, which will be paid by Landlord: water, trash collection, snow clearance, _____.

10. Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the Tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any damages, defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests through misuse or neglect. The blockage of toilet, sink and bathtub fixtures between fixture drain pipe and main drain would normally be considered misuse or neglect by tenant.

Tenant will examine the premises on or before commencement of the Rental Agreement, including all plumbing and drainage, appliances, fixtures, carpets, and paint, and find them to be in good, safe, and clean condition and repair, with any exceptions to be noted and supplied to Landlord in writing within seven (7) days of the commencement of this Rental Agreement.

Otherwise Tenant agrees that it will be conclusively presumed that the apartment conditions are correct in all particulars.

12. Repairs and Alterations by Tenant

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the wall or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

13. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

14. Pets

No animal, bird, or other pet will be kept on the premises, even temporarily, except properly trained service animals needed by mentally or physically disabled persons. There shall be no waiver of this provision except by the execution of a Pet Agreement Addendum and payment of a Pet Fee of a minimum of \$250.

15. Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct a quarterly inspection to check for safety, maintenance or housekeeping issues. Except in cases of emergency, Tenant's abandonment of the premises, or court order, Landlord shall give Tenant 24 hours' notice before entering, except where it is impractical to do so.

16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for 14 or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

17. Possession of the Premises

a. Tenant's failure to take possession

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Landlord's failure to deliver possession

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

18. Tenant's Rules and Regulations

_____ Tenant acknowledges receipt of, and has read a copy of, tenant rules and regulations, which are attached to and incorporated into this agreement by reference.

19. Payment of Court Costs and Attorney Fees in a Lawsuit or Rent Collection Action

In any action or legal proceeding to enforce any part of this Agreement, the tenant shall pay, as Added Rent, all Filing, Processing and City Marshall fees, Court Costs and reasonable Attorney fees.

20. Disclosures

_____ Tenant acknowledges that Landlord has made the following disclosures regarding the premises: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards. These disclosures are published in Landlord's website www.HistoricStockadeApartments.com in the Applications and Agreements section.

21. Authority to Receive Legal Papers

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to: Joe Fava, Manager, 27 North Ferry St, Schenectady, New York 12305

22. Additional Provisions

Additional provisions are as follows:

- i) *Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Agreement "Tenants Insurance", which shall include comprehensive general liability insurance with a combined limit of not less than one hundred thousand dollars (\$100,000) per occurrence for bodily injury and property damage insuring Tenant against liability arising out of Tenant's use, occupancy and maintenance of the Apartment and all other areas appurtenant thereto. Tenant shall deliver to Landlord a certificate of insurance within 10 days of signing this lease.*
- ii) *This is a no smoking building. Neither Tenant nor guests of Tenant shall be permitted to smoke in the apartment or on the property grounds.*
- iii) *Tenant is responsible for proper use and maintenance of drainage in the kitchen and bathroom of the Apartment. The use of the toilet is solely for the disposal of bodily wastes and toilet paper (i.e. NO PAPER TOWELS, WIPES, FEMALE SANITARY PRODUCT). In the event of a blockage in the toilet, bathtub, bathroom or kitchen sink or sewer line, Tenant will be responsible for the cost of clearance. If Tenant fails or elects not to make the repair Landlord may make the repair at Tenant's expense and charge to Tenant as Added Rent.*
- iv) *At **all times** during the heating season (October 1 - May 31) the Tenant shall maintain a temperature in his apartment of AT LEAST 50 deg F. The cost of repairing damage caused as a result of failure to maintain heat in the Apartment shall be the responsibility of the Tenant and shall be charged as Added Rent.*

iv) The use of charcoal or gas grills with a liquid capacity of over 2.5 pounds on apartment building patios and decks is forbidden under New York fire codes, and no tenant will be permitted to own such appliance while a resident of this apartment. The only permitted means of barbequing will be on an electric grill or a gas grill with a gas tank capacity of less than 2.5 pounds.

v) Unless otherwise specified in writing and attached to this Rental Agreement any fireplace and/or fireplace mantle in the apartment is to be considered to be in non-working "not safe for use" condition and is for decorative use only.

vi) Should Tenant become locked out of the premises during normal business hours (9am -5pm, Mon-Fri), tenant is subject to \$15 as Added Rent for Landlord's agent to facilitate unlocking the premises. Outside of normal business hours Tenant is subject to \$50 as Added Rent. For lock-outs after 10pm, Tenant may be required to wait until after 9am the next day. An additional \$20 charge will be assessed as Added Rent if a replacement key has to be provided. Should the lock or cylinder also have to be changed there will be an additional \$50 of Added Rent.

23. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

24. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

Date _____ Landlord or Landlord's Agent _____ Title _____

Street Address _____ City, State, Zip _____

Date _____ Tenant _____ Phone _____

Date _____ Tenant _____ Phone _____

Guaranty of Payment

1. I know that the Landlord would not rent the Premises to the Tenant unless I guarantee Tenant's performance. I have also requested the Landlord to enter the Rental Agreement with the Tenant.
I have a real interest in making sure that the Landlord rents to the Tenant
2. I guaranty the full performance of the Rental Agreement by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.
3. This Guarantee will not be affected by any change in the Rental Agreement, whatsoever. This includes, but is not limited to any extensions or renewals. The Guaranty will bind me even if I am not a party to these changes
4. This Guaranty can be changed only by written agreement signed by all parties to the Rental Agreement and this Guaranty

Date: _____ Guarantor name: _____ Signature: _____

Address: Street _____ City _____ State _____ Zip Code _____

Tel: _____ Email: _____