Landlord and Tenant agree to lease the Premises at the rent and for the term stated:

1. Use and Occupancy
   The Unit may only be used strictly for residential purposes and may only be occupied by Tenant and Tenant’s spouse and children.

2. Inability to Give Possession
   The failure of Landlord to give Tenant possession of the Unit on the Commencement Date shall not create liability for Landlord. In the event that possession of the Unit is not delivered on the Commencement Date, Monthly Rent due and shall be prorated for that portion of the month in which possession is delivered.

3. Rent
   Tenant shall pay Monthly Rent in full on the first day of each month of the Lease. Monthly Rent shall be paid in advance with no notice being required from Landlord. Tenant shall not deduct any sums from the Monthly Rent unless Landlord consents thereto in writing. Upon signing this Lease, Tenant shall pay Landlord the first Monthly Rent due and the Security Deposit. The entire amount of rent due for the Lease Term is due upon signing this Lease; however, Landlord consents to the tenant paying same in monthly installments provided Tenant acknowledges that Tenant is accepting the Unit in the condition in which possession is delivered.

4. Condition of Unit
   Tenant acknowledges that Tenant is accepting the Unit in its “as is” condition. Tenant further acknowledges that Tenant has inspected the Unit in the condition in which possession is delivered. Additional Rent may include, but is not limited to any additional insurance premiums and/or expenses paid by Landlord which a Tenant is responsible for. In the event that Tenant does not make such repairs, Landlord may do so in its discretion.

5. Security
   The Security Deposit is due upon the Tenant signing this Lease. The Security Deposit shall be: (a) a refrigerator, stove/oven, dishwasher, window air conditioning unit, clothes washer and clothes dryer, the “Appliances”; (b) garbage removal from the Premises; (c) if furnished, the furnishings which inventory has been signed by Tenant and Landlord; (d) rental of appliances is prohibited without Landlord’s written consent. Landlord will supply the heat, in such quantity and for such time as mandated by law, hot and cold water, air conditioning, if already existing in the Unit, garbage removal from the Premises, and the “Services.” If the Services are temporarily interrupted due to an accident, emergency and/or re pairs, Tenant’s obligation to pay rent, in full, shall not be affected thereby. Landlord will also supply a refrigerator, stove/oven, dishwasher, window air conditioning unit, clothes washer and clothes dryer, the “Appliances.” Any damage to the Appliances which is caused by the willful and/or negligent acts of Tenant may be repaired by Landlord, the cost of which shall be Additional Rent.

6. Services and Utilities
   Tenant is responsible for paying all electricity, gas, water, telephone and any other utilities allocated to the Unit. Use of a dishwasher, clothes washing machine, water heater, air conditioner of similar appliances is prohibited without Landlord’s written consent. Tenant’s obligation to pay rent, in full, shall not be affected thereby. Landlord will also supply a refrigerator, stove/oven, dishwasher, window air conditioning unit, clothes washer and clothes dryer, the “Appliances.” Any damage to the Appliances which is caused by the willful and/or negligent acts of Tenant may be repaired by Landlord, the cost of which shall be Additional Rent.

7. Furnishings
   The Unit is being delivered (furnished/unfurnished). If furnished, Landlord has given an inventory of the furnishings which inventory has been signed by Tenant and Landlord. Tenant takes possession of the Unit in the condition in which possession is delivered.

8. Repairs and Alterations
   Tenant shall maintain the Unit in a neat, clean and presentable condition. Tenant shall not make any alterations, additions, modifications and/or changes to the Unit which shall be Additional Rent. In the event that Tenant defaults under the term of this Lease, Tenant shall surrender same to Landlord in the same condition as received, reasonable wear and tear excepted. Tenant shall make all repairs which become necessary due to Tenant’s acts and/or negligence. If Tenant do es not make such repairs, Landlord may do so, the cost of which shall be Additional Rent. In the event that Tenant defaults under the term of this Lease, Tenant shall surrender same to Landlord in the same condition as received, reasonable wear and tear excepted. Tenant shall make all repairs which become necessary due to Tenant’s acts and/or negligence. If Tenant do es not make such repairs, Landlord may do so, the cost of which shall be Additional Rent.

9. Maintenance of Unit
   Tenant shall maintain the Unit in a neat, clean and presentable condition.

10. Pets
    Pets of any kind or nature (shall) (shall not) be allowed in the Unit.

11. Damage, Fire or Other Catastrophe
    In the case of fire damage or other damage to the Unit notified to Landlord, Tenant shall give Landlord notice of such damage and shall promptly remove and restore the Unit to the same condition as before the occurrence of such damage.
dord immediate notice of same. Upon receipt of such n otice, Landlord may either (a) repair the Unit or (b) terminate the Lease. If Landlord make s rep airs to the Unit, Landlord shall have a reasonable time in which to do so.

If the dam age to the Premises is caused by the Unit uninhabitable, Landlord shall give notice to Tenant, after repairs are made, of the date on which the Unit may be reoccupied. Monthly Rent for the period that Tenant cannot occupy the Unit because of the damage shall be forgiven. In the event that Landlord terminate at this Lea se because of the damage, Landlord shall give Tenant three (3) days notice of the intent to so terminate, in which event, Monthly Rent shall be due for the period up to the date the Premises or the Unit incurred the damage. Notwithstanding the provisions of Section 227 of the New York Real Property Law, if the building in which the Unit is situated is substantially damaged by fire or other catastrophe (the “Occurrence”), Landlord has the absolute right to demolish, renew, renovate or rebuild the Premises. Monthly Rent and Additional Rent shall be payable by Tenant up to the date of the occurrence.

12. Liability
Landlord shall not be liable for any loss, damage or expense to any person or property except if such loss is caused by the willful acts of Landlord.

Tenant shall be liable for the act of Tenant, Tenant’s family, guests and/or invitees. Landlord’s cost and expense in repair any such damage or from any claim resulting from such acts shall be billed as Additional Rent and shall be paid by Tenant to Landlord.

13. Landlord’s Entry
Except in an emergency, for the purposes of repair, inspection, extermination, installation or repair of any system, utility or applia nce or to do any work deemed necessary by Landlord, Landlord may enter the Unit during reasonable notice and at reasonable times. Upon giving such notice, Landlord may also enter the Unit to show the Unit to prospective purchasers, lenders or other persons deemed appropriate and necessary by Landlord. During the last three (3) months of the Term of this Lease, Landlord may enter the Unit to show the Unit to prospective tenants.

14. Assigning or Subletting
This Lease may not be assigned by Tenant nor shall Tenant sublet the Unit.

15. Subordination
This Lease and Tenant’s rights and interests are subject and subordinate to all existin g and future leases, mortgages on said leases and/or the Premises and/or the land and all re en waits, modificatio ns and extensions thereof. Upon request by Landlord, Tenant shall execute any certificate to this effect.

16. Landlord’s Consent
If, under the terms s of this Lease, the consent of Landlord is required, such consent shall not be unreasonably withheld.

17. Keys, Locks
Tenant shall give Landlord keys to all locks for the Unit. Tenant shall not change any locks or add any locks to the Unit without obtaining Landlord’s consent, and if Tenant shall provide keys to Landlord for th ese locks.

18. Signs
Tenant shall not place any signs on the Premises or upon the grounds on which the Premises stand or in the Unit so as to be seen from outside the Unit. Landlord shall have the right to place or cause to be placed on the Premises and/or upon the grounds on which the Premises stand or in or on the Unit, “For Rent” and/or “For Sale” signs.

19. Compliance with Authorities
Tenant shall, at its own cost and expense, comply promptly with all laws, rules, ordinances and directions of governmental and/or municipal authorities, in surance carriers and/or homeowners’ associations.

20. Tenant’s Defaults, Landlord’s Remedies
A. Landlord may, upon default (except for a default in the payment of Monthly Rent and/or Additional Rent) and Tenant, upon receipt of such notice, either cure the default within the time stated hereinafter:
   1. a default under Paragraphs 8, 9, 10, 11.
   2. a default under Paragraph 30 of this Lease, thirty (30) days.

B. In the event that Tenant fails to cure a default within the time stated thererefore, Landlord may terminate this Lease. In the event that Tenant fails to cure a default under Paragraph 30 of this Lease, thirty (30) days, Landlord may terminate this Lease. In the event that Tenant fails to cure a default under Paragraph 8, 9, 10, 11, Landlord may terminate this Lease. In the event that Tenant fails to cure a default under Paragraph 30 of this Lease, thirty (30) days.

C. If this Lease is terminated or Tenant vacates the Unit prior to the Termination Date, Landlord may enter the Unit and remove Tenant and any person or property and/or com mence summary proceedings for eviction. The aforesaid a citation a re not the sole remedies of Landlord.

D. If this Lease is cancelled or Landlord takes back the Unit:
   1. Monthly Rent and Additional Rent for the unexpired portion of the Term immediately becomes due and payable. In addition, any cost or repair expended by Landlord shall be the obligation of Tenant and shall be deemed Additional Rent.
   2. Landlord may re-rent the Unit and anything in it for any term and at any rental and any cost in connection therewith shall be borne by Tenant which may include, but is not limited to the cost of repair, bro ker’s fees, advertising costs and attorney’s fees. Any rent recovered by Landlord for the re-renting of the Unit shall red uce the amount of money that Tenant owes to Landlord.

21. Landlord’s Rules
Tenant shall comply with these rules (the “Rules”) at all times. If there is a change in the rules, Landlord shall give Tenant notice of same. Landlord shall not be liable to Tenant for a default under the Rules. The rights afforded under the following Rules are for the sole benefit of Landlord:
(a) the quiet enjoyment of other tenants shall not be interfered with;
(b) sounds, odors and lights which are annoying to other tenants are not allowed;
(c) floors within the Unit must be covered over 70% of the area of each room except for the b athroom and kitchen;
(d) all posted rules must be followed;
(e) smoking is not permitted in the Unit or hallways; (f) all flammable or r da ngerous items may not be kept or stored in the Unit;
(g) no one is allowed access to or the enjoyment of the roof;
(h) nothing shall be placed on or attached to the fire escapes, windows, doors or in the hall ways or common areas;
(i) use of elevators, if any, are to be used by tenants and their guests only. Bicycles a re not allowed in the elevators. Tenants and their guests are not to leave any garbage, trash and/or debris in the elevators;
(j) moving of furniture in and out of the Unit must be scheduled with the Landlord;
(k) all deliverys must be made by mean s of the service entrance, if any;
(l) laundr y machines, if provided, may be used d at tenants’ risk and cost, may only be u sed at rea sonable hours a nd all instru ctions for their use must be strictly followed;
(m) cleaning of the exterior of the windows from the outside is strictly forbidden;
(n) if parking is provided, improperly parked vehicles may be immediately removed at tenant’s cost;
(o) tenants may not leave any baby carriages/strollers, bi cycles, boxes, carts and/or any items in hallways;
(p) tenant shall u se its best efforts to co n serve energy and water;
(q) h ot plates or m eats of cooking other than the stove are not permitted.

22. Warranty of Habitability
Landlord warrants that the Unit an d Premises are suitable for living and that they are free from any condition that is dangerous to health, life and/or safety.

23. Limitation of Recovery
Should Tenant obtain a judgment or other remedy from a court of competent jurisdiction for the payment of money by Landlord, Tenant is limited to the Landlord’s interest in the Premises for the collection of same.

24. Construction and Demolition
Construction and/or demolition may be done in o r near th e Premise s a nd if same in terferes with the ventilation, view and/or enjoyment of the Unit, Tenant’s obligations under this Lease shall, in no way, be affected.

25. Demolition of Premises
Should Landlord deem it necessary to demolish the Premises, Landlord may terminate this Lease se upon six (6) months written notice to Tenant. Notice of such notice is given to all other tenants in the Premises. In su ch event, Tenant shall surrender the Unit to Landlord upon such date as set forth in the notice.

26. Terraces and Balconies
If there is a terrace or balcony as an adjunct to the Unit, such terrace or balcony is subject to the term s of this Lease. Tenant shall keep the terrace or balcony clean, clear of snow, ice, garbage and other debris. No alteration or additions may be made to the terra c e or r bal cony. Tenant’s pro perty may not be st ored on the terra ce or r bal cony. Cooking on the terrace or balcony is prohibited. Tenant shall maintain the terrace or balcony in good condition and make all repairs at Ten ant’s cost, e xcept those of a structural n ature which is the responsibility of Landlord.

27. Common Recreational Areas
If applicable, Landlord may give Tenant use of any playground, pool, parking or other areas, the use of which will be at Te nant’s o w n ight. Tenant shall pay any char ge imposed by L andlord for such use. Landlord’s permission to use these areas may be revo ked at any time.

28. Landlord’s Employees
The em ployees of L andlord shall n ot perfo rm any work for Ten ant at T enant’s request. Such employees may not do any personal chores of Tenant.

29. Condemnation
If any or part of the Premises is taken or condemned by any governmental auth ority, Landlord may cancel this Lease on notice to Tenant and Tenant’s rights hereunder shall end as of the date the authority takes title to the Premises which cancellation date can not be less than thirty (30) days from the date of Landlord’s notice. Tenant shall be liable for Monthly Re nt and Additional Rent to the date of cancellation and shall make no claim for the unexpedited term of the Lea se. Any award for the condemnation is the property of Landlord and Tenant assigns to Landlord a ny and all rights, interests et al nd/or claim in and to such award.

30. Bankruptcy
Should Tenant file a voluntary petition in bankruptcy or an involu ntary petition is filed ag ainst Ten ant, or should T enant assign an y prop erty fro m the b enefit of creditors or sh o uld a trust ee/receiver be appointed of Tenant an d/or Ten ant’s property, Landlord ca n cancel this Lease upon thirty (30) days written notice to Tenant.

31. Notices
Any notice to be give n under this Lease shall b e in writing addressed to the party at the addresses set forth herein by certified mail or overni ght courie r service. Notice by L andlord to one name d Tenant sh all be deemed given to all Tenants and occupants of the Unit. Each party hereto shall accept notices sent by the other. Any change of address b y one party must be give n, by notice, to the other. Notice shall b e deemed given when posted or delivered to the overnight courier service.

32. Waiver of Jury Trial, Set-Off or Counterclaim
The parties hereto waive trial by jury in all matters except for personal injury or property damage claims. In a summ ary pro cedure for evictio n, Tenant waives Tenant’s right to any set-off and/or counterclaim.

33. Broker
Tenant states that ____________________ is th e sole Broker who showed the Unit to Tenant. Tenant shall hold h armless a nd in demnify Landlord fro m any mo nies expended by Landlord should Tenant’s statement herein be untrue.

34. Inability of Landlord to Perform
If Landlord is unable to perform any of its obligations to be performed hereunder due to governmental orders, labor strike or inability to secure goods or materials, through no fault on the part of Landlord, this Lease shall not be terminated or cancelled and such inability shall not impact upon Tenant’s obligations hereunder.

35. Illegality
Should any part of this Lease be deemed illegal, the remaining portions of this Lease shall not be affected thereby and shall remain in full force and effect.

36. Non-Disturbance
   So long as Tenant pays the Monthly Rent and Additional Rent and there exists no defaults under any of the terms of this Lease, Tenant may peaceably occupy the Unit for the Lease Term.

37. Non-Waiver
   Any failure by Landlord to insist upon Tenant’s full compliance with the terms of this Lease and/or to enforce such terms shall not be deemed to be a waiver of Landlord’s rights to insist upon or so enforce the terms of this Lease at a future date.

38. Parties Bound
   This Lease is binding upon Landlord and Tenant and their respective assignees and/or successors in interest.

39. Paragraph Headings
   Paragraph headings are for reference only.

40. Effectiveness
   This Lease shall become effective as of the date when Landlord delivers a fully executed copy hereof to Tenant or Tenant’s attorney.

41. Entire Agreement
   Tenant states that Tenant has read this Lease and that it fully incorporates all understandings, representations and promises made to Tenant by Landlord and/or Landlord’s agent and that this Lease supersedes all prior representations, agreements and promises, whether oral or written.

42. Amendments
   This Lease may only be changed or amended in a writing signed by the parties hereto.

43. Riders
   Additional terms are contained in the riders annexed hereto and designated Rider ________________.

44. surrender of Premises
   On the Termination Date, Tenant shall deliver the Unit to Landlord vacant, in good condition and broom clean. Prior to such delivery, Tenant shall have vacated the Unit, removed Tenant’s property, repaired all damages caused by Tenant and return the Unit in the same condition as received, reasonable wear and tear excepted.

This Lease has been entered into as of the Date of Lease.

LANDLORD


TENANT


