

LEASE AGREEMENT

1.) LANDLORD:

Hardwood Properties L.L.C.
218 Hardwood Avenue
Caledonia, New York 14423
Office: (585) 538-2117
Hardwood Property Office: (585) 519-3011
Jim: (585) 943-4640 (emergency)
Fax: (585) 538-4034

[E-Mail: sthompson@sicklescorp.com](mailto:sthompson@sicklescorp.com)

RENTAL PROPERTY ADDRESS:

2.) TENANTS:

Tenant 1

Name:		
Social Security #:		
Email Address:		
Telephone #:		
Employer Name and Address:		
Years There:	Occupation:	Income:
Employment Telephone #:		
Bank Reference:		
Name, Address and Telephone # of Person to call in Emergency:		

Tenant 2

Name:		
Social Security #:		
Email Address:		
Telephone #:		
Employer Name and Address:		
Years There:	Occupation:	Income:
Employment Telephone #:		
Bank Reference:		
Name, Address and Telephone # of Person to call in Emergency:		

3.) CO-SIGNER:

Name:		
Social Security #:		
Telephone #:		
Employer Name and Address:		
Years There:	Occupation:	Income:
Employment Telephone #:		
Bank Reference:		
Name, Address and Telephone # of Person to call in Emergency:		
Email Address:		

I, as the co-signer for: _____ (tenants) hereby guarantee to said landlord the performance of all duties and obligations of the tenants, prompt and unconditional payment of each and every obligation and accept full responsibility for the attached lease agreement, including but not limited to damages, expenses, court costs and attorney's fees incurred under the terms of the lease for the property known as: _____.

Original co-signer cannot be removed from the lease until another qualifies co-signer is approved and added to the lease.

Guarantor further warrants and represents that the information given is true and correct, and that by signing this document agrees and accepts full liability for the tenant's lease agreement and all of its provision.

Print Name _____

Signature of Co-signer: _____ Date _____

IN WITNESSES THEREOF, the Landlord and Guarantor have respectively signed and sealed this Lease as of the day and year written.

Each tenant that is on the lease is **required** to have a working phone and a valid working email address. These items are used to complete a tenant verification process that includes an eviction check, multi-state criminal check, multi-state sex offender check, previous address history, terrorist check, credit report, consumer report, motor vehicle report, employment verification, background check and a safe rent score. A \$20 fee may or may not be charged to the tenant. A copy of report, an invoice and receipt will be given to the tenant.

4.) OCCUPANTS:

The premises shall be occupied only by the following named persons:

NAME	DOB	SS#

Said premises shall be occupied by no more than (2) Persons. No one else may occupy the premises. Tenant agrees that it shall be a material violation of this Lease Agreement if a guest or invitee occupies the Premises for a period

of seven (7) consecutive days or more without obtaining the written consent of the owner. If this provision is violated, Landlord shall have the option of terminating this lease and the entire rent for the remaining part of the term will be due and payable.

No pets, no dogs, no cats, no reptiles, no fowl or no other animals, nor pet sitting will be allowed to be harbored in the premises or upon any of the grounds of the property, even temporarily, except with the express written consent of the Landlord. **No pets (animals, domestic or otherwise)** for any reason at any time shall be kept in or near the LEASED PREMISES, or in the common areas or parking lots, or in or around the building containing the LEASED PREMISES by LESSEE or his guest(s).

5.) NO SMOKING: There is to be **no smoking** inside the premises. All butts will be placed in a container outside the building. New York State law – 45 feet from entrance.

6.) LOCATION: Tenant hereby rents from Hardwood Properties LLC the premises situated in the village of Caledonia, NY 14423, County of Livingston, State of New York described as _____

7.) USES: The Tenant agrees that he/she will use or occupy said premises for only Residence, and will not in any manner deemed extra hazardous on account of fire, nor use said premises in any improper manner.

8.) LEASE TERM: The term hereof shall commence on _____.

At the end of term, the tenancy, with the consent of Landlord, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable, until either party shall terminate the same by giving the other party the following days: Tenants occupying for a year: 30 days' notice. Tenants occupying from one to two years: 60 days' notice. Tenants occupying more than two years: 90 days' notice written notice delivered by certified mail.

9.) RENT AMOUNT: Rent shall be \$_____per month, payable in advance, upon the 1st day of each calendar month to Hardwood Properties at the following address: 218 Hardwood Avenue, Caledonia NY 14423, or at such other places as may be designated by Hardwood Properties from time to time. **Please Make Check or Money Order payable to: Hardwood Properties LLC. Cash will only be accepted if paid to one of the people in the office at Hardwood Properties with a receipt given. Please mail in payment - must be post marked no later than the 5th day of the month.**

10.) NON-PAYMENT OF RENT: Landlord shall have the option to increase the rent at any time with proper notice to Tenant(s). Any unpaid balance remaining after termination of occupancy is subject to 1½% interest per month or the maximum rate allowed by law.

If the Tenant defaults in making any payment for rent when the same becomes due, then the terms stated in the lease, and all rights, and privileges of the Tenant there under shall, at the end of seven (7) days from such default cease and expire at the option of the Landlord. If payment is postmarked or received later than five (5) days late, there will be a **\$50.00** charge or 5% of your monthly rent, whichever is less. Payments should be made by the 1st of the month to avoid any additional charges. If the rent check is returned for any reason, there will be a **\$15.00** bank charge, and a new check will have to be issued immediately.

See real property law RPA 226-C: Except as hereinafter provided, it is hereby covenanted and agreed that if said Tenant shall fail to pay the rent above specified, or any part thereof including any late charges when it becomes due or violated any of the covenants, agreements and conditions of this lease, that said Landlord may sue for the same or re-enter said premises upon 24 hours written notice, or resort to any legal remedy. If the Tenant shall default in the payment of the rent or "additional rent" reserved hereunder, or any part thereof, or if the notice last above provided shall have been given and said fourteen days' period shall have elapsed, or if the premises become vacant or deserted, the Landlord by its agents or servants, may immediately, or at any time thereafter, re-enter the premises and remove all persons and property there from, either by summary proceedings; must take affirmative action.

11.) SECURITY DEPOSIT: Tenant shall deposit with Landlord the sum of \$_____the receipt of which is hereby acknowledged, as a security deposit. In the event that the Tenant complies with such covenants and conditions and surrenders the premises in the same condition and color as received at the beginning of the term of this lease the Landlord will return the sum so deposited, or the balance thereof to the Tenant. The Security Deposit, however, will not be returned until all utilities are paid up and accounts are closed. Must be 14 days. The security deposit shall be maintained in accordance with Section 7-103 of the General Obligations Law of the State of New York, (as amended). Said security deposit may be used by the Landlord to mitigate or rectify the poor condition of the premises before the expiration of the term of this lease, without the

written consent of the Tenant. Tenant agrees to pay for any repairs due to tenant's negligence. **Tenant shall not have the right to apply the security deposit in payment of the last month's rent.**

12.) UTILITY SERVICES FEE SCHEDULE: Tenant shall be responsible for the payment of all utilities and services. Tenant agrees to promptly pay all electrical, gas, telephone, security system (if applicable) and other utility services used in the premises and arrange for them with the public utility companies involved. Landlord, with the facilities on hand, will provide water in reasonable quantities at all times.

**UTILITY / SERVICE	UTILITY COMPANIES INFORMATION	PARTY RESPONSIBLE	%	Meter #	PAYABLE TO
ELECTRIC	National Grid 1-800-642-4272	Tenant	100	Meter # 25-182-220	
GAS	RG&E 1-800-743-2110	Tenant	100	Meter # 00746277	
WATER	Conservice The Utility Experts Savannah Jackson 866-947-7379 Fax: 435-792-3303 E: accounting@conservice.com	Tenant	100		
SEWER	N/A	—			
*TELEPHONE	Frontier Telephone 585-777-1200	Tenant	100		
CABLE	Spectrum Cable Base package (bulk customer care center) 1-844-725-4339	Landlord	100		
WIFI		Tenant	100		
FACILITY INSURANCE		Landlord	100		
RENTERS INSURANCE		Tenant	100		
PROPERTY TAXES		Landlord	100		
REFUSE		Landlord	100		
SNOW REMOVAL		Landlord	100		
LAWN & GROUNDS		Landlord	100		
SECURITY SYSTEM		Landlord	100		

***MUST FORWARD HOME PHONE & WORK NUMBERS TO OFFICE ONCE ACTIVATED IF APPLICABLE**
****PLEASE FORWARD UTILITY ACCOUNT NUMBERS TO OFFICE FOR VERIFICATION**

13.) TENANT RESPONSIBILITY:

Tenant shall be solely responsible for maintaining and paying for the account(s). Failure to pay any utility is a material and substantial breach of the Lease and shall entitle the Landlord to exercise all remedies available under the lease terms.

The Tenant agrees to conform to all City Ordinances and Regulations; to observe all rules for prevention of fire and lowering of fire rates; to keep said premises in a neat and clean condition, free from all refuse and garbage. Landlord is not liable for loss, expense, or damage to any person or property. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests or invitees.

Garbage is to be placed in garbage Totes located in trash rooms and not inside apartments, hallways, etc.

No open flame, no candles, no gas grills, no incense.

It is further understood and agreed, that the covenants contained in this lease are binding on the heirs, executors, administrators and assigns of the parties hereto.

Quiet hours 11pm – 7am: These quiet hours shall be in effect 24 hours a day, 7 days a week, 365 days per year. During these times, tenants agree not to: Operate stereos, radios, televisions, and musical instruments in a manner that disturbs other tenants or neighbors

14.) INSURANCE: Tenant shall promptly inform Landlord of any fires, accidents, or defects in and about the premises. If the premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors, or licensees, the damage shall be repaired by and at the expense of the Landlord, but the rent until such repairs shall be made shall not be apportioned or adjusted so long as the premises are occupied by Tenant. No penalty shall accrue for reasonable delay, and/or which may arise by reason of adjustment of fire insurance on the part of Landlord and/or Tenant, and/or for reasonable delay on account of "labor troubles" and/or any other cause beyond Landlord's control. If the premises are totally damaged or are rendered wholly un-tenantable, by fire or other cause, and Landlord shall decide not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant notice of such decision, and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the premises and surrender the same to Landlord and any rent paid in advance shall be equitably adjusted.

If the whole or any part of premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose or there by a conveyance in lieu thereof, then, and in that event, the term of this lease shall cease and terminate from the date when the possessions of the part so taken shall be required for such use or purpose, and without apportionment of the award. The current rental, however, shall in any case be apportioned.

15.) PARKING: Landlord will provide (1) spaces for parking at premises. Tenant agrees to park in assigned parking area and at no time is vehicle(s) to be parked on the lawn. Unlicensed and improperly parked cars, trucks, vans, trailers, boats, etc. are not allowed at any time. Stored personal property is not allowed outside on property. No unregistered vehicles allowed on property.

16.) LEASE EXPIRATION: The Tenant covenants at expiration of term to surrender up said premises in as good condition as at the time of taking possession, damage by the elements and reasonable use excepted, and agrees to promptly make or pay for repairs that are necessary by the carelessness of said Tenant.

At the end of the Term, Tenant must leave the apartment clean and in good condition, professionally shampooed rugs, subject to ordinary wear and tear; remove all Tenant's property and all Tenant's installations, decorations; repair all damages to the apartment and building caused by moving; and restore apartment to its condition at the beginning of the Term. When you vacate the apartment, the complete premises must be clean. There will be a charge for cleaning, charged for time and materials. Landlord must receive keys for the apartment upon immediate evacuation of tenant from the apartment. Both the tenant and apartment manager must be present at a walk-thru of the apartment. The return of a security deposit will be mailed to the tenant's new residence within fourteen (14) days. If keys are not returned by the tenant upon evacuation of the premises, they considered a tenant, and can be charged rent until keys are returned.

17.) ALTERATIONS AND REPAIRS: Except as provided by law, the tenant agrees that no repairs, decorating or alterations shall be done without landlord's prior written consent. Decorations include but are not limited to installation of paneling, flooring, "built-in" decorations, partitions and railings, hanging of murals, posters, paint or wallpaper the premises. The walls or woodwork of the leased premises shall not be defaced by nails, tacks, screws, or otherwise, and that nothing shall be thrown from or placed in windows or doors of the leased premises; that no signs, advertisements, placards, or notices shall be placed in or about any part of the building. Hardwood properties will be doing quarterly and/or periodic maintenance inspections.

Tenant must not change the plumbing, ventilation, air conditioning and electric heating system. Tenant shall keep and maintain the premises and every part thereof in good and sanitary condition. Tenant agrees to pay for any repairs of the premises due to tenant's negligence. Tenant shall immediately notify the landlord, in writing, when tenant becomes aware of inoperable locks or window security. Landlord IS NOT liable for a violation of this section unless landlord fails to correct the written violation within a reasonable time after landlord or agent has actual knowledge of the deficiency. Tenant agrees to promptly inform any leaks, malfunction or other abnormal conditions in the premises. Failure to inform landlord may result in tenant being held responsible for the cost of repair of any damages resulting from such leak, malfunction or abnormal conditions. If consent is given, the alterations and installations shall become the property of the landlord when completed and paid for, and shall remain with and as part of the premises at the end of the term. Landlord has the right to demand that tenant

remove the alterations and installations before the end of the term. The demand shall be by notice given at least 15 days before the term. Landlord is not required to do or pay for any work unless stated in this lease.

No command strips are allowed to be used.

18.) ENTRY BY LANDLORD: During the term of this lease, Landlord or Landlord's agents shall have the right to enter the premises upon 24 hour written notice during reasonable hours, to examine the same, and to show to prospective purchasers or lessees of the building and to make such decorations, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and the rent shall in no way abate while said decorations, repairs, alterations, improvements or additions are being made, because of any such work, or otherwise. If tenant shall not be personally present to open and permit an entry into said premises, when for any reason an entry therein shall be necessary or permissible hereunder, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefore and without in any manner affecting the obligations and covenants of this lease. Landlord will be doing quarterly and/or periodic maintenance inspections upon 24 hour written notice; If an emergency, immediate entry.

19.) TENANT'S DEFAULTS AND LANDLORD REMEDIES: In the event Tenant shall in his Application for Apartment Lease make any substantial misrepresentations therein, the Landlord may treat same as a default under this lease, and the remedies provided herein shall become and be applicable thereto.

If the Tenant shall default in fulfilling any of the covenants or conditions of this lease, or in complying with any of the rules and regulations for said building herein contained or referred to or hereafter established as herein provided, or if the Tenant becomes insolvent or be adjudicated a bankrupt, or applies for or takes the benefit of any bankruptcy or insolvency act or any act of statutory provisions for the relief of debtors, nor or hereafter enacted, or makes a general assignment for the benefit of creditors, or if a Receiver or Trustee be appointed for the Tenant's property, or if this lease or the estate of the Tenant hereunder be transferred or pass to or devolve upon any other person or corporation, or if the Landlord, or the assigns of the Landlord, or the agent for the time being of the Landlord or of said assigns in respect to said building, shall deem objectionable or improper any conduct on the part of the Tenant or occupants, the Landlord may give to the Tenant fourteen days' notice of intention to end the term of this lease, and thereupon at the expiration of said fourteen days, the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term, and the Tenant will then quit and surrender the premises to the Landlord, but the Tenant shall remain liable as hereinafter provided.

If Tenant shall default in the performance of any term, covenant, or condition on Tenant's part to be performed by virtue of any provision in any article in this lease contained, Landlord may immediately, or at any time thereafter, upon 24 hour written notice, perform the same for the account of Tenant. If Landlord at any time is compelled to pay or elects to pay any sum of money, or do any act which will require the payment of any sum of money by reason of the failure of Tenant to comply with any provision hereof, or, if Landlord is compelled to incur any expense, including attorney's fees in instituting, prosecuting and/or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord with all interest, costs and damages, shall be deemed to be additional rent hereunder and shall be due from tenant to Landlord, at Landlord's option, on demand or on the first day of the month following the incurring of such respective expenses. If the Tenant shall at any time be in default hereunder, and if the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, then the Tenant will be liable to the Landlord for the expense of attorney's fees, costs, and disbursements thereby incurred by the Landlord, so far as the same are reasonable in amount.

The failure of the Landlord to insist in any one or more instances upon a strict performance of any of the covenants of this lease or of such rules and regulations, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future, of such covenant, rule, regulation or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord. Even though the Landlord shall consent to an assignment hereof, no further assignment shall be made without express consent in writing by the Landlord. The delivery of keys of the premises to any officer or employee of the Landlord or to the Landlord's agent shall not operate as a termination of this lease or as a surrender of the premises.

20.) WAIVER: This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants, terms or conditions hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied, or is unable to make, or is delayed in making any repairs, additions, alterations, or decorations, or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental pre-emption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any

department or subdivision thereof or any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war, national emergency, or similar condition.

Except as otherwise in this lease, a bill, statement, notice or communication which Landlord may desire or be required to give to Tenant, including any notice of expiration, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the premises are a part or left at said premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communications shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Landlord must be served by registered mail addressed to Landlord at the address where the last previous rental hereunder was paid.

21.) ONLY AGREEMENT: This lease, which includes all the attachments referred to below, constitutes the entire lease between the parties and cannot be modified or changed except in writing and signed by all parties. Landlord or Landlord's agents have made no representations or promises with respect to the said building or premises except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease.

The term "Landlord" as used in this lease means only the owner or the mortgagee in possession for the time being of the building (or the owner of a lease of the building) of which the premises form a part, so that in the event of any sale or sales of said building or of said lease, or in the event of a lease of said building by Landlord, the said Landlord shall be and hereby is entirely freed and relieved of all covenants, terms and conditions and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, as the case may be, that the purchaser of the lessee of the building has assumed and agreed to carry out any and all covenants, terms, conditions and obligations of Landlord hereunder.

This lease is subject and subordinate to any ground or underlying lease and/or mortgage which may now or hereafter affect the real property, of which premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Tenant hereby constitutes and appoints Landlord and Tenant's attorney in fact to execute any such certificate or certificates for and on behalf of Tenant

See any and all thereafter-attached addendum to this instrument. The Landlord reserves the right to rescind any presently existing rules applicable to the premises, and to make such other and further reasonable rules and regulations as, in its judgment, may from time to time be desirable for the safety, care and cleanliness of the premises, and for the preservation of good order therein, which rules, when so made and notice thereof given to the Tenant, shall have the same force and effect as if originally made a part of this lease. Such other and further rules shall not, however, be inconsistent with the proper and rightful enjoyment by the Tenant of the premises.

22.) MISC: Will not assign this lease, or sublet the said premises, or any portion thereof, without the consent in writing of the Landlord

23.) NUISANCE CLAUSE: For the comfort of other tenants, "no disturbing sounds" shall come from the apartment so leased, or anything permitted that might be a nuisance.

24.) LOCKS AND LOCKOUTS: Tenant shall not change or cause to be changed the locks to the premises or garage without the express written consent of Landlord. Upon expiration of this lease, tenant shall provide Landlord with all keys to the premises. If all the keys to the premises are not returned by tenant upon expiration of this lease, or if tenant changes the locks or causes the locks to be changed in violation of this lease, tenant shall pay Landlord seventy-five (\$75.00) dollars for replacing the locks to the premises.

If tenant is locked out of the premises during lease term, tenant may call Landlord to let tenant into the premises; provided, however, that tenant shall pay Landlord a fee of up to twenty-five dollars (\$25.00) for the first time the tenant requests, seventy-five (\$75.00) for any time after that; the tenant is paying for this service and this fee is due and payable at the time of service. If such fee is not immediately paid, such fee shall constitute additional rent.

25.) OPTIONS/ADDENDUMS:

IN WITNESSES WHEREOF, the Landlord and Tenant(s) have respectively signed and sealed this lease as of the day and year first below written. I understand that the information provided above may be used by the Landlord to run a credit check.

Tenant:_____

Date:_____

Tenant:_____

Date:_____

Landlord:_____

Date:_____