



FIRST PRIZE PROPERTIES®
Property Management Team



63 Park Club Lane, Williamsville, NY 14221 (716) 839-5551

ONE YEAR LEASE AGREEMENT

LANDLORD: FIRST PRIZE PROPERTIES, D.B.A.

DATE OF LEASE SIGNING: 00-00-0000

TENANT: *Sample Lease*

PHONE: (000) 000-0000

MOVE- IN DATE: *Sample*

PREMISES: *Sample*

RENT: \$000 per month due on the 1st day of each month commencing: *Sample Date - Sample Date*, and payable to the Landlord at: 63 PARK CLUB LANE, WILLIAMSVILLE, NY 14221.

UNPAID RENT & DAMAGE DEPOSIT DOWN: \$000 (*Please see Section 4 below for detail.*)

PET DEPOSIT DOWN: \$000 / \$150 is non-refundable. (*Please see section 3 below for detail.*)

RENT INCLUDES: (*Sample Lease*)

Any utility expense not listed above is the responsibility of the tenant, and tenant understands as such.

TENANT AGREES:

1. That there will be a late charge of two dollars (\$2.00) per day on rents post-marked after the 1st of the month with the penalty starting as of the 3rd of the month.
2. To pay the remainder of lease if the premises is vacated before 12 months of tenancy. This covers the cost of advertising, showings, etc.
3. Not to keep or board any animals, birds or other pets on the premises, without the permission of the Landlord, and additional rent and Deposit. PET DEPOSIT IS \$250.00. / \$150 of pet deposit is non refundable. PITBULL & ROTWEILLER BREEDS ARE NOT PERMITTED UNDER ANY CIRCUMSTANCES. NO EXCEPTIONS.
4. The UNPAID RENT AND DAMAGE DEPOSIT is equal to one month's rent and shall be returned only after tenant vacates the premises and there are no sums due for damages, clean up, rent, late fees, etc. It is not to be used for last month's rent. The premises shall not be occupied by more than 3 persons, and not to use said premises, or any part thereof, for any purpose other than Living Quarters.
6. To obey all orders, rules and regulations of governmental authorities, Board of Health, and Landlord.
7. To keep the premises in a clean and tenantable condition and leave premises in same condition when you vacate, especially the stove and refrigerator.
8. Not to permit or cause any noise or disturbance to other tenants in the building, especially between 11 p.m. – 8 a.m.
9. To remove all personal property on the premises when this agreement is ultimately terminated and deliver all keys to Landlord. Landlord may enter the premises and remove and dispose of all personal property left thereon without obligation to tenant at the termination of this agreement or in the event premises are abandoned by tenant
10. Landlord shall have the right to enter the premises at reasonable times to show the same to prospective tenants or purchasers or to make necessary repairs, maintenance, inspections, etc. Tenants agree to provide escort at any time to unaccompanied prospective tenants.
11. Not to assign this agreement or sublease the premises, or any part thereof, without consent of Landlord.
12. To pay all expenses incurred by Landlord in enforcing this agreement, such as attorney's fees up to 33 1/3%, court costs, etc.
13. In the event of a lock out, the fees will be charged as follows: Monday through Friday, from 9 a.m. to 5 p.m. - \$5.00. Monday through Friday, from 5 p.m. until 9 a.m. - \$30, WEEKENDS WILL BE \$60.
14. Replacement of light bulbs, in the apartment, is not the obligation of the Landlord.
15. No locks are to be installed by tenant. Landlord will change all locks.
16. All repairs caused by negligence of the tenant shall be repaired at the expense of the tenant and the tenant hereby waives all rights to make repairs at the expense of the Landlord.
17. This instrument shall constitute the entire agreement between the parties hereto and supersedes all other agreements and representatives in connection with the rental of said premises.
18. Any increase or decrease in rent or security deposit shall not void this agreement, which runs for the term of the tenancy.
19. Landlord of the building reserves the right to have the telephone installed at their designated location.
20. In the event that the tenant's rent check should be returned to our office for insufficient funds, there will be a \$20.00 charge.
21. No washers or dryers, air-conditioners, freezers, extra refrigerators, dishwashers, water beds or outside antennas are to be installed without permission from the Landlord.
22. Said apartment and all the furniture and furnishings therein are accepted as in good condition, provided however, that if tenants shall find any thereof not in good condition or that the inventory set forth below is incorrect in any particular, a written statement of any objection shall be delivered to the Landlord within 3 days after taking possession; otherwise it will be conclusively presumed that said inventory is correct in all particulars. Tenants agree not to permit the premises, including

woodwork, floors, and walls, or any furniture, fixtures, of furnishings contained therein to be damaged or depreciated in any manner, and to pay for any loss, breakage or damage thereto. Tenants specifically agree that no tacks, nails, or screws will be driven in the walls or woodwork without permission of the Landlord. Tenants are also responsible for, and agree to pay for damage done by wind or rain caused by leaving windows open and by the over-flow of water or stoppage of waste pipes.

- 23. All rights given to the Landlord by this agreement shall be cumulative and in addition to any other rights given by the laws of this State, and the exercise by Landlord of any right shall not operate as a waiver of any other rights. No statement or promise of the Landlord or landlord's agents or employees with reference to altering the terms of this agreement or as to any repairs or improvement of the premises, and no waiver of any rights of Landlord given by this agreement or by law shall be binding unless specifically endorsed hereon in writing.
- 24. The one signing this agreement for tenants agrees and warrants that he or she has authority to sign for all other tenants.
- 25. All garbage must be enclosed or wrapped in paper before disposal, and placed in required containers. No garbage is allowed to be left in halls. Halls and stairways are to be kept clear of garbage, furniture and all debris.
- 26. Children will not be permitted to run or play in halls, entrance and stairways, on the roof, porches or fire escapes.
- 27. No right or storage is given by this agreement, and the Landlord shall not be liable for non-delivery of messages or for any loss of property by fire, theft, burglary or otherwise from said premises or building, nor for any accidental damage to person or property in or about the lead premises or apartment building, or from the pipes, plumbing, gas, sprinklers or any electrical connections thereof, or that may be caused by Landlord's employees or any other cause whatever, and the tenants hereby covenant and agree to make no claim for any such loss or damage.
- 28. A filing against the tenant in any Court pursuant to any statute, either of the United States or of any state, of a petition in a Bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee of all or a portion of the tenants property, if within 90 days after the commencement of any such proceeding against the tenant, such petition shall not have been dismissed.
- 29. If tenant should remove from said premises, any furniture or baggage without the agreement or the Landlord, said removal shall constitute at the option of the Landlord an abandonment and surrender of the premises, and the Landlord may take immediate possession thereof, and exclude the tenant there from, removing and storing at the expense of said tenant any remaining property found therein.
- 30. If tenant leaves said premises unoccupied at any time while rent is due and unpaid, Landlord may, if desired, take immediate possession thereof and exclude tenant there from, removing and storing at the expense of said tenant all remaining property found therein. Tenant agrees that the covenants contained in this paragraph once breached, cannot afterward by performed, and that in case of breach, unlawful detainer proceedings may be commenced at once without any notice whatsoever.
- 31. Any violation or any provision of this agreement by any of the tenants or any person of the premises with tenant's consent, or any failure to pay rent upon the date due, shall result at the option of the Landlord in the immediate termination of this agreement without notice of any kind, and the Landlord may thereupon enter said premises and take and retain possession thereof and exclude tenants there from. The acceptance by the Landlord of partial payments of rent due shall not in any circumstances, constitute a waiver of any rights of Landlord at law or under this agreement, nor affect any notice or legal proceedings in unlawful detainer theretofore given or commenced.
- 32. The Landlord shall have the lien granted by law upon all baggage and other property of tenants for their rent, accommodations and services and the tenant hereby grants to Landlord a lien upon all personal property brought into said premises, regardless of any provisions of law or whether or not the apartment is furnished, and Landlord may enforce said lien as provided by law or by entering said premises and either taking possession thereof and the belongings contained therein for safekeeping, or by removing said property the from and storing the same at the expense of the tenant. Said lien may be enforced whenever rent is due and unpaid and regardless of whether of not a three-day notice to pay rent or quit shall have been served and enforcement of the lien shall not operate to waive any other rights of the Landlord in unlawful detainer or otherwise. If rent is still due and unpaid (30) days after the enforcement of said lien, the Landlord may sell any or all personal property taken possession of as designated in paragraphs #1, #2, #12 and "termination notice".
- 33. This agreement shall be interpreted according to New York State laws. In the event that any portion of this agreement is deemed by a court of complete jurisdiction to be unenforceable or invalid, then the remaining parts or portions shall remain in full force and effect, and be binding upon the tenant, his heirs, successors, executors and assigns thereof.
- 34. If an eviction proceeding is commenced for nonpayment of rent, the tenant is responsible for 250 dollars in attorney's fees even if the rent is paid current.

TERMINATION NOTICE

Except in the event of any default by the tenant, in which a 3 day written notice shall be sufficient, a 2 month written notice shall be required by the tenant to terminate this agreement after lease term, in lieu of the 30 days required by law. The 2 month notice must begin at the start of a rent-paying period (the 1st of the month). In the event that there is a default by the tenant, the tenant is still held liable for 2 months rent. Landlord has the right to terminate this agreement with one month's notice. In the event that the tenant is evicted, the tenant is held liable for the above obligations. Failure to turn in keys when moving out will result in a \$75.00 charge.

First Prize Properties

_____TENANT _____TENANT
 _____Landlord
 -----Tenant

**Disclosure Form for Target Housing Rentals and Leases
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed 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 and/or lead-based paint

hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____(a) Presence of lead-based paint or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- XX Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____(b) Records and reports available to the lessor (check one below):

- Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- XX Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- _____(c) Lessee has received copies of all information listed above.
- _____(d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

Agent's Acknowledgment (initial)

_____(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

-SMOKE DETECTOR AGREEMENT-

FIRST PRISE PROPERTIESR, 63 Park Club Lane, Williamsville, NY 14221

It is agreed and understood that you, the resident of: **Sample Address** is/ are responsible for the battery replacement in all smoke detectors in said premises to ensure proper functioning.

It is further agreed and understood that the smoke detectors remain the property of FIRST PRISE PROPERTIESR and must be kept intact and functioning at all times during your residency and at the time of move out.

It is also agreed that all state, federal and local laws regarding the smoke detectors in you residence are to be followed and adhered to, and the smoke detectors are not to be tampered with at any time, under any circumstances.

This agreement is also your acknowledgement that all smoke detectors are in place, and functioning properly, at the time of your taking possession of said residence.

FOR CHATSWORTH VILLAGE RESIDENTS ONLY- Your smoke detector is a special radio controlled unit that is connected to a sensor system throughout the complex. It **MUST** contain a battery at all times, and must not be tampered with. I understand that I will be responsible for battery replacement in the detector, and will be charged a \$60.00 flat fee for any damage to the detector, or for replacement of the detector.

Resident Date: _____

Resident Date: _____

Resident Date: _____

Landlord Date: _____

-CLEANING AGREEMENT-

I/We understand that the following items are cleaned before our move-in. The items cleaned are bathrooms, carpet, kitchen, stove and refrigerator. Basements are broom cleaned. I/We also understand that the apartment is "generally" cleaned, and that any further cleaning is the responsibility of myself/ourselves or someone I/We hire at our own expense. I am signing below that I understand the Cleaning Policy as stated above.

Resident Date: _____

Resident Date: _____

Resident Date: _____

Landlord Date: _____

-WINDOW SCREEN AGREEMENT-

I/We are signing and stating that all the window screens are in place and operable. We are further agreeing that if the window screens are damaged or taken out of the window during my time as a resident of said apartment, I/We agree to pay a fee of *\$25.00 PER SCREEN*. I/We also understand that at the time of my vacating the premises, any screens missing or damaged will be charged to my deposit account and deducted accordingly from the deposit account. I am signing below that I understand the Window Screen Agreement above.

Resident Date: _____

Resident Date: _____

Resident Date: _____

Landlord Date: _____

MOVE-OUT POLICY AND PROCEDURE

FIRST PRIZE PROPERTIESR, 63 PARK CLUB LANE, WILLIAMSVILLE, NY 14221

- 1. RENT WILL NOT BE PRORATED IF YOU MOVE OUT IN THE MIDDLE OF THE MONTH OR ANY PART OF THE MONTH. YOU ARE RESPONSIBLE FOR THE FULL RENTAL PERIOD, ENDING THE LAST DAY OF THE MONTH.**
- 2. IF YOU ARE CURRENTLY UNDER A LEASE TERM, YOU ARE RESPONSIBLE FOR FULFILLING THE FULL TERM OF THE LEASE. IF YOU PLAN TO VACATE AT THE END OF YOUR TERM, YOU MUST SEND A LETTER BY THE FIRST OF THE MONTH, 2 MONTH'S PRIOR, TO OUR OFFICE ABOVE. 60 DAYS, OR 2 MONTH'S NOTICE IS REQUIRED.**
- 3. MONTH TO MONTH RESIDENTS ARE ALSO REQUIRED TO GIVE 2 MONTH'S NOTICE TO VACATE BY THE FIRST OF THE MONTH.**

4. YOUR APARTMENT MUST BE LEFT IN BROOM CLEAN CONDITION. THIS INCLUDES THE CLEANING OF APPLIANCES. OTHERWISE YOU WILL BE CHARGED FOR ANY NECESSARY CLEANING AND:

A. REMOVAL OF ALL TRASH, DEBRIS, FURNITURE, ETC.

B. ANY DAMAGE WILL BE CHARGED THE ACUAL COST FOR MATERIALS AND LABOR.

C. YOU WILL BE CHARGED THE MARKET VALUE FOR ANY MISSING FIXTURES, FURNITURE, SCREENS, WINDOWS, ETC. AS WELL AS SAID ITEMS WHICH ARE DAMAGED DURING YOUR TENANCY.

5. YOU ARE RESPONSIBLE FOR CONTACTING AND DISCONNECTING ALL UTILITIES IN WHICH YOU PAY FOR DURING YOUR TENANCY.

6. YOU NEED TO SHOW US A PAID RECEIPT FOR WATER BILLS FROM THE WATER DEPT. SHOWING THAT YOU HAVE PAID AND TAKEN THE ACCOUNT OUT OF YOUR NAME BEFORE ANY DEPOSIT MONEY IS RETURNED TO YOU. NO EXCEPTIONS!!

7. CONTACT OUR OFFICE AT 716-839-5551 TO SCHEDULE A MOVE-OUT INSPECTION APPOINTMENT PRIOR TO MOVING OUT, YOU MAY CHOOSE TO BE THERE, OR WE WILL DO THE INSPECTION FOR YOU IN YOUR ABSENCE AT OUR DISCRETION.

8. YOU MUST FURNISH TO US, IN WRITING WHERE YOUR DEPOSIT IS TO GO AFTER YOUR TENANCY. AFTER ALL THE ABOVE IS TAKEN INTO CONSIDERATION, WE WILL SEND THE BALANCE TO THE ADDRESS IN WHICH YOU PROVIDE.

I/We are signing below acknowledging that I/We have read and understand the Move-Out Policy and Procedure:

_____ *Date:* _____
Resident

_____ *Date:* _____
Resident

_____ *Date:* _____
Resident

_____ *Date:* _____
Resident

_____ *Date:* _____
Landlord