

Lease Agreement for 1046 Lancaster Ave, Syracuse NY 13210

NRJ Realty, Inc; 47 Pullman Ave, Long Branch, NJ 07740

TENANT’S NAMES:

Property Address: 1046 Lancaster Ave, Syracuse, New York 13210.

Term: The term of this lease shall begin August 1st, 2022 and expire July 26th, 2023.

Rent and Security Deposit: The total rent for the 365-day lease is \$24,000.00. Rent may be paid in 12 equal installments of \$2,000.00. A Security Deposit of \$2,000.00 is due at the time of the signing of this Lease Agreement. Mail rent to: **Big Bear Associates, LLC, at 47 Pullman Ave, Long Branch, NJ 07740.** Rent may also be paid by credit card via Paypal, on the www.NRJrealty.com website. A fee of no less than 5.3 percent will be charged on all payments made through the website. A higher fee may apply, but only if listed on the website. Venmo payments to @Normando34.

*Rent is due by the 20th day of the month preceding the month for which rent is due. For instance, rent payments for the month of September are due by August 20th. If a rent payment is not made on time, a five-day grace period will be given, without penalty. Landlord may assess a late payment charge of \$20.00 per day, each and every day that the rent, or any portion of the rent remains unpaid, starting with the sixth day after the rent is due. The late fee will continue to accrue until the full amount of the rent is paid. Tenants agree and understand that the late fees will continue to accrue, without any limit at all, until the full amount of the rent is paid.

* If Tenant surrenders the Lease premises at the end of the Lease Term is good and broom-clean condition, the deposit shall be returned in no less than 90 days after the surrender of Lease Premises. No security deposits shall be returned until all late charges and water-utility bills have been reconciled. No deposits will be returned until absolutely everything belonging to residents including trash, vehicles, and other, has been removed and the premises have been cleaned. No Security Deposits will be returned unless all keys distributed to Tenants are likewise returned. The security deposit cannot be used as rent, without Landlord consent. **Utilities:** Landlord will provide \$150.00 allowance towards Tenants utility bills. Tenants will set up Utilities with the companies and will receive \$150.00 towards payment of the Utilities each month. Anything above \$150.00, will be the responsibility of the Tenants. Wifi is not a utility, and is the option and responsibility of the Tenants.

*The “Controlling Terms,” and “Additional Items,” attached to this lease are a part of this lease, and are binding on the parties to the lease. The parties of this lease hereby bind themselves by their signatures this ___ day of _____, 2022. When signed by Landlord and Tenant, this lease is a legal and binding document. Read carefully before signing.

TENANT Sigs: X _____

X _____

X _____

X _____

Landlord Signature: _____

Initials of all Tenants: _____, _____, _____, _____, _____.

Lease Agreement for 1046 Lancaster Ave, Syracuse NY 13210

State Law requires every Landlord to give renters information about Lead Paint in homes found at <http://www.epa.gov/earth1rb/6pd/lead/leadpdf.pdf>.

To show that Landlord followed this requirement, each tenant is asked to sign the standard form below, provided by the state.

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, or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure:

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Lessee has received the pamphlet “Protect Your Family from Lead in Your Home.”

Certificate of Accuracy

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

TENANT SIGNATURES:

X _____
X _____
X _____
X _____
X _____
X _____

CONTROLLING TERMS

1) Liability: The Tenants are jointly and severally liable for performance of all obligations under this Lease. This means that, if more than one person has signed this Lease, that each one of them, as well as all of them collectively, is individually responsible for the fulfillment of each and every condition of the Lease, including payment of the entire monthly rent amount.

2) Delivery of Possession of Lease Premises: If Landlord does not deliver possession of the Lease Premises to Tenant within 7 days after the starting date of the Lease term., Tenant may declare this Lease null and void. If the delay is due to construction or repair of the Lease premises, then this grace period shall be extended for a period of an additional 7 days. Should any such delay occur, Landlord must inform Tenant in writing of the date on which possession of Lease Premises may be had, and Tenant shall pay a pro-rata portion of the monthly rent for the days on which the premises were occupied. The Lease Term shall not be extended by any delay in delivery of Lease Premises.

3) Landlord’s failure to Deliver: In the event Landlord fails to deliver Possession of the Lease Premises within the grace period described above, Tenant may terminate the Lease by giving Landlord written notice of such, which

Initials of all Tenants: _____, _____, _____, _____, _____.

Lease Agreement for 1046 Lancaster Ave, Syracuse NY 13210

shall render the Lease null and void. At Tenant's option, Landlord may provide Tenant with comparable accommodations at an equal rental rate. Otherwise, Landlord must, upon receipt of Tenant's written termination notice, immediately return the full amount of the deposit to the Tenant, together with any funds paid by Tenant to Landlord and together with Tenant's actual damages, not to exceed an amount greater than the sum of two months rent.

4) Condition and inventory statement: On the day Tenant takes possession of the Lease Premises, Landlord shall provide Tenant with a Condition and Inventory Statement form, on which Tenant shall indicate the current condition of the Lease Premises and all fixtures and furnishings contained in the Lease Premises. Landlord and Tenant shall sign two copies of the Condition and Inventory Statement Form, and each shall keep one signed copy. Tenant shall return the Lease Premises at the end of the Lease Term in the condition in which the Lease Premises were found, reasonable wear and tear accepted, as judged by the Landlord's opinion.

5) Maintenance and Repairs: The Lease Premises shall be in good repair and suitable condition for human habitation at the time Possession is delivered to Tenant. Landlord shall maintain the Lease Premises in such good repair and condition throughout the Lease Term, and shall do the same for any common areas used by Tenant. In the event that something needs repair, Tenant shall notify Landlord promptly, and Landlord shall make all appropriate repairs within fourteen business days. If repair is such that cannot be repaired within fourteen business days, Landlord shall act as expeditiously and promptly as possible, in order to get the repair completed, and shall notify the Tenant via writing of the expected completion date. In case of System Failure or other problems that renders the Lease Premises uninhabitable, such as furnace failure in the winter (not caused by power failure), or no running water at any point of the year, Landlord shall repair that failure or problem immediately. Landlord is not responsible for the appearance of rodents, mice, bugs, or any animals whatsoever. If such creatures are found on, in, or by the premises, Tenants are responsible to call the proper companies to have the animals removed. If rodents, animals, insects, or other creatures ARE found in the premises, and tenants do NOT take care of it properly, Landlord will call the proper authorities and, and the charges will be the responsibility of the Tenants. In addition, each tenant on the Lease will be responsible to pay an additional 100 dollars, which may be deducted from the Security Deposit.

6) Premises Uninhabitable: If through any natural or extraordinary force, or do to negligence of a third party (neither Landlord nor Tenant), the Lease Premises is rendered uninhabitable, The Lease Term may be terminated by either party or third party's election. Upon such termination, all prepaid rents and refundable security deposits shall be refunded to Tenant. If substitute housing is unavailable, Landlord elects to repair Lease Premises, and Tenant chooses not to terminate this Lease, the Tenant shall be entitled to a pro-rata reduction of the monthly rental amount for the period of time during which Lease Premises were uninhabitable.

7) Notices: All written notices or demands shall be served either by person, or by regular or certified mail. Notice to Landlord shall be given at the address listed at the start of this Lease. Notice to Tenant shall be given at the Lease Premises or at the permanent residence address listed at the start of this lease.

8) Landlord's Right to Enter Lease Premises: Landlord may enter Lease Premises only if in the following situations: (a) in case of emergency; (b) to make necessary or agreed-upon inspections, repairs, alterations, or improvements; (c) to supply necessary or agreed-upon services; (d) to show the Lease Premises to prospective tenants or purchasers; (e) upon Tenant's abandonment of the premises; (f) pursuant to court order; (g) with Tenant's consent; (h) to pick up mail addressed to Landlord; (i) to collect rent or reimbursement from Tenants. Except in cases of emergency, abandonment, or Tenant consent, entry may be made after 12-hour advance notice to Tenant, and then entry shall be made only between the hours of 7:00 AM and 9:00 PM.

9) Remedies for Landlord Default: If Landlord fails to perform any obligation under this Lease, and that failure continues to re-occur after written demands from Tenant for Landlord's compliance with the Lease, then Tenant may declare Landlord in breach and the Lease of no further force or effect. This declaration must be in writing, and served upon Landlord in accordance with the Notice provision in paragraph 7 above, in order to be effective. After such termination, Landlord must return to Tenant all prepaid rents and the refundable portion of the security deposit.

Initials of all Tenants: _____, _____, _____, _____, _____.

Lease Agreement for 1046 Lancaster Ave, Syracuse NY 13210

10) Remedies for Tenant Default: If Tenant fails to perform any obligation under this Lease, and that failure continues to re-occur after written demand for compliance with the Lease has been given to the Tenant by the Landlord, then Landlord may elect to declare the Lease forfeited and may proceed to recover possession of Lease Premises from Tenant. If Tenant breaches the Lease by abandoning the Lease Premises, the Owner may declare the Lease terminated and of no further force or effect. Absence from the Lease Premises for the duration of semester breaks or breaks between semesters shall not be deemed abandonment of the premises.

11) Duty to Mitigate: Landlord must attempt to mitigate damages caused by Tenant's default, by making reasonable efforts to re-let the Lease Premises. Landlord shall have complied with this duty if Landlord places a student-newspaper advertisement for this purpose and advertises that advertisement runs for three consecutive days during a one-month period. Tenant must also attempt to mitigate damages by Landlord's default, by making a prompt, good-faith effort to secure housing at a rental amount similar to that charged by Landlord for the Leased Premises.

12) Dispute Resolutions: In the event Landlord and Tenant are unable to resolve a dispute or claim arising between them in connection with this Lease, either party may submit that dispute or claim to any alternative dispute resolution service, including mediation services or judge, PARC (Program on the Analysis and Resolution of Conflicts), or Student Legal Services. This provision shall not prevent the parties from choosing another forum for their dispute, however. It is not meant, nor shall it be deemed, to require mediation or arbitration or to limit the parties remedies in any way.

13) Additional Rules and Regulations: Landlord's Rules and Regulations pertaining to Lease Premises, if any, shall be signed by Tenant and attached to this Lease, and shall thereby become incorporated to this Lease, as if stated in full herein. Other Rules and Regulations may be instated after commencement of Lease Term, but must be provided to Tenant in writing, must have reasonable basis and legitimate purposes, must be fairly and equally enforced, and may not significantly modify Lease Agreement.

14) Sublease or Assignment: Only those persons whose names appear on this Lease Agreement may remain as residents or guests for more than one week. Additional residents may be added with written permission from the Landlord, who may adjust the rent accordingly. Subletting is allowed, with a written contract. Subletting is not allowed in the final 30 days of the Lease Term stated on this Lease Agreement. If Tenant does sublet, payment of rent remains the responsibility of the original Tenant. It is that Tenant's responsibility to pay Landlord the rent each month, and Landlord will hold original Tenant/Leaseholder responsible, and the subletters may pay the leaseholders. A subletting fee of \$150.00 will apply, and may NOT be taken from the security deposit. Any subletting that occurs without written consent from Landlord, will result in a \$500.00 fine on the Leaseholders. Furthermore, any persons who live in the premises without consent or knowledge of the Landlord will result in a fine of \$600.00.

15) Noise and Nuisance: Tenant shall observe city ordinances that prohibit any excessive noise or creating any nuisance that crosses property lines thereby that disturbs the peace of neighboring residents. This ordinance is effective 24 hours a day.

16) Pets: No Pets are allowed in the Lease Premises or any part of the building unless Landlord has consented in writing to such. One-time fees will apply as follows: Dogs or cats are \$200.00 per. Rabbits, iguanas, hamsters, and other caged/tanked animals are \$100 per. Fish in a fish tank are free. If any pets are placed in the home without written consent from Landlord, a \$500.00 fee will be paid by the Tenants immediately.

17) Use of Premises: The Premises are to be used for lawful residential purposes only.

18) Legal Fees: In the event of any legal action between the parties concerning the Lease, and the result shall favor the Landlord, the Tenant shall pay the Legal fees, including collection expenses, court of mediation costs, disbursements, and reasonable attorney fees.

Initials of all Tenants: _____, _____, _____, _____, _____.

Lease Agreement for 1046 Lancaster Ave, Syracuse NY 13210

19) Lease Renewal: Landlord is not required to renew this Lease Agreement upon termination of Lease Term. After providing Tenant with the terms of a new lease for a term commencing after the end of Lease Term specified herein, Landlord may ask Tenant to sign a new Lease at any time.

20) Covenants and Conditions: Each term and provision of this Lease shall be deemed a covenant (a promise to perform), and a condition.

21) Inspection at the End of Lease Term: When possession of Lease Premises is turned over to the Landlord, Landlord shall conduct an inspection of the premises and the furnishings and fixtures contained therein. A Final Condition and Inventory Statement shall be completed during the inspection and compared with the Original Condition and Inventory Statement prepared at the start of the Lease Term. Within ninety days of the final inspection, Landlord shall return to Tenant a check in the amount of the security deposit minus any deductions made for property damage in accordance with the Final Condition and Inventory statement, any summonses or tickets imposed upon the property as a result of Tenant activity or non-activity, and any other penalties such as late charges or illegal sublets, amongst others, contained herein.

22) Mowing and Shoveling: It is the responsibility of the Tenant to keep shrubbery neatly trimmed and to mow lawn during growing season to assure grass never exceeds eight inches. It is the responsibility of the Tenant to shovel all walkways and driveways, after snowfall of over one inch. Summonses may be issued for failure to remove snow/ice, and any such summonses, as described below, will be the responsibility of the tenants, along with an additional court fee, if Landlord is required to attend court.

23) Trash: Tenant agrees to put out trash after 6:00 pm the night before scheduled trash pickup, in a securely tied plastic garbage bag, or sturdy trash barrels with tight lids to prevent animal or wind spillage of garbage and trash. Trash receptacles shall be returned to storage on the same day as pickup. It is the responsibility of Landlord to provide garbage cans. Residents agree to familiarize themselves with the city recycling regulations, to comply fully with the regulations, and to familiarize themselves with the trash and garbage pickup schedules of the city. If the city issues a summons for trash/garbage, the charges will be the responsibility of the tenants, along with an additional court fee, if Landlord is required to attend court.

24) Parking: If a driveway is provided, Tenants may park on the paved surfaces. It is a violation of city ordinances to park on lawns and to block sidewalks, or to park on unpaved surfaces.

25) Parties: Live bands and open parties are strictly prohibited at all times.

26) Alcohol Sale: This property is leased as a private residence and the sale of alcohol and distribution of alcohol to minors is prohibited. Any underage consumption of alcohol by the Tenants listed on this lease, or by ANYONE at the Lease Premises will result in prosecution.

27) Returned Check Charge: If a rent check is returned unpaid by Resident's bank for any reason, a fifty dollar service charge will be charged to Resident, in addition to any bank or service charges imposed by the bank.

28) Quiet Enjoyment and Habitability: Subject to the Terms of this Lease, as long as Tenant is not in default, Tenant may peacefully and quietly have, hold, and enjoy the Lease Premises for the Lease Term. Landlord states that the Premises are fit for human living and that there exists no condition dangerous to health, safety, or life, to the Landlord's knowledge.

29) Tax Increases: Any increase in School, City, County, or State taxes will be levied upon the residents of the home. If a tax increase is assessed by any of the above authorities, the amount of the increase will be divided by the amount of residents on this Lease, and charged accordingly.

30) Illegality Clause: If any clause(s) in this Lease Agreement are determined to be illegal by a court of law, that shall NOT cause the remaining clauses of this Lease to be voided. Should a clause be determined illegal, all other clauses, including the "Additional Items" clauses listed below, shall remain in full effect.

Additional Items

Initials of all Tenants: _____, _____, _____, _____, _____.

Lease Agreement for 1046 Lancaster Ave, Syracuse NY 13210

- If you want to lease the property again for the following school year, you should let me know as quickly as possible. Students contact me about this property and others in early September! A reasonable rent increase may or may not apply.
- Residents may not paint any part of the house without written consent from the Landlord.
- Premises are to be heated at all times at a minimum temperature of 50 degrees F, to prevent the freezing of pipes or other damages from freezing. If Landlord finds that at any time the temperature is below this level, a \$500.00 fine will result. Any damage caused by this, such as freezing pipes or other damage, will be the responsibility of the Tenants. A flood by way of frozen pipes can be extremely costly. Tenants are urged to be sure that the temperature is never below 50 degrees, especially during periods of prolonged absence, such as Winter Break or Thanksgiving Break, as well as long weekends, etc.
- Landlord insures only the building, not the contents.
- Resident agrees to keep Premises neat and clean and free of litter at all times. If Residents do not keep the premises neat and clean from litter, garbage, bottles, cans, and other rubbish, Landlord may fine the Tenants \$100.00, and hire a professional cleaning service to tidy, at the additional cost of the Tenants.
- When Landlord is required to attend court due to summonses from the city, state, or county, stemming from either illegal parking, trash pick-up, noise violations, snow-removal, or for any other reason, the full amount of the fine, plus the court costs, plus a \$150.00 fee will be applied to the tenants and residents. Many times, a single resident or tenant is not listed on the summons. In such cases, the costs and fees would be split evenly among all persons on the lease.
- Premises have been rented with one or more smoke detectors as required by law. If a battery-powered detector beeps intermittently, Tenant agrees to replace the battery promptly. Batteries last approximately one year, and it is the Tenant's responsibility to maintain proper working order of smoke detectors at all times. If Landlord finds that a smoke detector battery is dead, and has not been replaced, the cost of the battery will be levied on the tenants, along with a \$150.00 per smoke detector fee on the tenants.
- Candles or open flames of any kind are strictly prohibited. This is a very big fire hazard, and any candles or flames in the home would result in fines of \$100.00 per.
- Residents agree not to go on any part of the roof at any time for any reason.
- Residents agree not to attach any lock, hasp, or other device that may prevent access to any room from the outside. If any such device is attached, it will be clipped off or removed. Cost of clipping, repair, and a new fire-safe knob or handle will be the responsibility of the tenant. In additional, a penalty of up to \$200.00 will be applied.
- Residents agree to store bicycles in the basement of the house only, and through the outdoor basement entrance only.
- Residents agree not to use double-sided adhesive, or any tape to hang items on the walls. Thumb tacks or push pins may be used sparingly to hang posters and the like.
- Free washers and dryers, where provided, are for the use of the residents only. Landlord may remove washer/dryer from Premises at any point in time, or attach a coin-operated charge system to the washer/dryer, at any point in time, without reason on notice to the Tenant. The free washer/dryer is a privilege given to the Tenants, not a right, and may be removed, changed, or modified, at any point in time.
- Residents agree to exercise care in the use of sewer, including the disposal of diapers, tampons, and the like, through the use of the trash, and not the plumbing. If the sewer becomes blocked by anything other than roots or a defect in the sewer line itself, resident agrees to pay the cost of sewer cleaning. Wipes, whether they are branded as "Flushable," or not, are NOT to be flushed down the toilet. If they are, the cost

Initials of all Tenants: _____, _____, _____, _____, _____.

Lease Agreement for 1046 Lancaster Ave, Syracuse NY 13210

of sewer line repairs will be the responsibility of the Tenants. The fine for any object appearing in the sewage line, other than roots and human sewage, will be \$200.00 in addition to the cost of the repair.

· Landlord is not responsible for any of the Tenant's belongings that are placed in the basement. If you store things in the basement, you should never place them on the floor, as the basement may flood at any point in time.

· Landlord is not responsible for chimney sweeping. If the Tenant wishes to use the fireplace, written consent from Landlord must be requested. Landlord will not offer written consent, without a copy of a receipt showing that the chimney has been swept and is deemed clean for use. Should there be a fire or other problem arising from the use of a fireplace, and should a receipt from a chimney sweep not be on file with the Landlord, or should written consent not have been granted by the Landlord, the Tenant will assume full and sole liability for any damages that may ensue.

· Belongings of people other than those whose names appear on this Lease Agreement may not be stored in the Lease Premises.

· If this home is rented to a group of five residents, Rent automatically increases to \$2200.00 per month.

· If this home is rented to a group of seven residents, Rent automatically increases to \$2450.00 per month.

· No additional residents may enter the home without written consent from the Landlord.

TENANT INFORMATION

Tenant #1:

Name: _____

Permanent Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Cell Phone Number:(____) _____ - _____

School Email Address: _____

Personal Email Address: _____

SSN: _____

Parents Names: _____ **and** _____

Parents Phone Numbers: : (____) _____ - _____, (____) _____ - _____

Signature: X _____ **Date:** _____

Initials of all Tenants: _____, _____, _____, _____, _____.

Lease Agreement for 1046 Lancaster Ave, Syracuse NY 13210

Tenant #2:

Name: _____

Permanent Street Address: _____

City: _____ State: _____ Zip: _____

Cell Phone Number:(____) _____ - _____

School Email Address: _____

Personal Email Address: _____

SSN: _____

Parents Names: _____ and _____

Parents Phone Numbers: : (____) _____ - _____, (____) _____ - _____

Signature: X _____ Date: _____

Tenant #3:

Name: _____

Permanent Street Address: _____

City: _____ State: _____ Zip: _____

Cell Phone Number:(____) _____ - _____

School Email Address: _____

Personal Email Address: _____

SSN: _____

Parents Names: _____ and _____

Parents Phone Numbers: : (____) _____ - _____, (____) _____ - _____

Signature: X _____ Date: _____

Initials of all Tenants: _____, _____, _____, _____, _____.

Lease Agreement for 1046 Lancaster Ave, Syracuse NY 13210

Tenant #4:

Name: _____

Permanent Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Cell Phone Number:(___) _____ - _____

School Email Address: _____

Personal Email Address: _____

SSN: _____

Parents Names: _____ **and** _____

Parents Phone Numbers: : (___) _____ - _____, (___) _____ - _____

Signature: X _____ **Date:** _____

Tenant #5:

Name: _____

Permanent Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Cell Phone Number:(___) _____ - _____

School Email Address: _____

Personal Email Address: _____

SSN: _____

Parents Names: _____ **and** _____

Parents Phone Numbers: : (___) _____ - _____, (___) _____ - _____

Signature: X _____ **Date:** _____

Initials of all Tenants: _____, _____, _____, _____, _____.