



**MCR Properties Inc.**

**Property Management**

**Mary Gilson, Broker 315-882-4710**

**Bob Gilson 315-882-4712**

**email: mgilson@twcny.rr.com**

**Fixed-Term Residential Lease**

**Clause 1. Identification of Landlord and Tenant**

This Agreement is entered into on **Date**\_\_\_\_\_ between **Name**\_\_\_\_\_ ("Tenants") and MCR Properties Inc. (Agent for "Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

**Clause 2. Identification of Premises**

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for living purposes only, the Premises located at 432 Wilkinson., Syracuse, NY 13204 ("the Premises"), together with the following furnishings and appliances: refrigerator, stove.

**Clause 3. Limits on Use and Occupancy**

The Premises are to be used for living purposes only for Tenant(s) listed in Clause 1 of this Agreement, by the immediate family members of the Tenant(s), and by additional occupants as defined in and only in accordance with RPL Sec. 235-f. For purposes of this clause, immediate family members include a spouse, a sibling, a child, a stepchild, a grandchild, a parent, parent-in-law, stepparent or grandparent. In addition to the foregoing, the Premises may be occupied from time to time by guests of the Tenant(s) for a period of time not exceeding 15 days, unless a longer period is approved in writing by the Landlord. No immediate family members, additional occupants or guests may occupy the apartment unless one or more of the Tenants occupy the rental unit as a primary residence, or unless consented to in writing by the Landlord. Maximum number of occupants equals 2 times the number of bedrooms plus 1 more person.

**Clause 4. Term of the Tenancy**

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The term of the rental will begin on **Date** \_\_\_\_\_ 2010, and end on **DATE (1 YR LATER)** \_\_\_\_\_

If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for \_\_\_\_\_ the remainder of the term.

## **Clause 5. Payment of Rent**

### **a. Regular monthly rent**

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

### **b. Additional rent**

None

### **c. Delivery of payment**

Rent and additional rent will be paid:

[ X ] by mail, to MCR Properties Inc., 1629 State Route 173, Chittenango, NY 13037

### **d. Form of payment**

Landlord will accept payment in these forms:

[ X ] personal check made payable to MCR Properties INC

[ X ] money order

### **e. Prorated first month's rent**

**IF MOVE IN IS ANYTIME OTHER THAN THE 1<sup>ST</sup> OF THE MONTH. THE PRORATED RENT WILL BE PAID THE 2<sup>ND</sup> MONTH AND A FULL MONTHS RENT DUE ON MOVE IN.**

## **Clause 6. Late Charges**

If Tenant fails to pay the rent or additional rent in full before the end of the 5th day after it's due, Tenant will pay Landlord, as additional rent, a late charge of \$50. Landlord does not waive the right to insist on payment of the rent or additional rent in full on the date it is due.

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### **Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenant will pay Landlord a returned check charge of \$ 45.00.

### **Clause 8. Security Deposit**

On signing this Agreement, Tenant will pay to Landlord the sum of **Same as Rent** \_\_\_\_\_ for the security deposit. If, within 60 days after Tenant has vacated and left the Premises in as good condition as it was found, except for normal wear and tear, Tenant has returned keys and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for and dollar amount of any of the security deposit retained by the Landlord. Landlord may withhold all or part of Tenant's security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2) repair damage to the Premises, except for ordinary wear and tear caused by Tenant; (3) clean the Premises if necessary, and (4) compensate Landlord for any other losses as allowed under law.

### **Clause 9. Utilities**

Tenant pays all utility charges, i.e. electric, gas.

### **Clause 10. Assignment and Subletting**

**a. Assignment.** Tenant will not assign this Agreement without the Landlord's prior written consent. Prior to any assignment, Tenant must request permission to assign from the Landlord, in writing, and in the manner required by Real Property Law Sec. 226-b. Landlord may refuse to consent to an assignment for any reason or for no reason, but if the Landlord unreasonably refuses consent, Tenant may terminate this Agreement upon thirty days' notice.

**b. Subletting.** Tenant will not sublet any part of the Premises without the Landlord's prior written consent.

1) If the building in which the Premises are located contains fewer than four (4) units, Landlord may refuse to consent to Tenant's sublet request for any reason or for no reason.

2) If the building in which the Premises are located contains four (4) or more units, Tenant must request permission to sublet from the Landlord, in writing, and in the manner required by New York

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Real Property Law Sec. 226-b. Landlord may not unreasonably refuse to consent to Tenant's proper request to sublet.

**c. Fees.** Landlord may impose a reasonable fee on Tenant in connection with the review and processing of any Tenant request or application to assign or sublet.

**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the Premises clean, sanitary and in good condition and, upon termination of the tenancy, return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the Premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the Premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the Premises, including appliances, fixtures, window coverings and carpeting, if any, and has found them to be in good, safe and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

Tenant responsible for shoveling snow.

**Clause 11 a. Tenant will be charged**

If there is a plumbing issue, (clogged drains, or sewage backup) that was caused by you the tenant, you will be charged for the repairs! The only items that should be flushed down the toilet are human body waste and toilet paper. **Nothing** else should be flushed down the toilet. Specific items that have caused backups are baby wipes, feminine hygiene, condoms, hair and excess grease put down kitchen sinks. Make sure that you soak up grease with paper towels before washing a pan.

Any other repairs that were caused by the tenant, their guests, or by not notifying the landlord of a problem will be charged to the tenant.

**Clause 12. Repairs and Alterations by Tenant**

a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the Premises, including painting, wallpapering or nailing holes in walls. Tenant must not change the plumbing, ventilating, air conditioning or electric or heating systems.

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b. If Tenant re-keys or installs any locks to the Premises or installs or alters any burglar alarm system, Tenant will provide Landlord with a duplicate key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**Clause 13. Violating Laws and Causing Disturbances**

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

**Clause 14. Pets**

If a pet is moved in (this also includes visiting pets)

an additional deposit of \$250 will be demanded and an additional pet fee of \$25 per month will be due. If the pet is moved in without landlord knowledge the pet fee will be retroactive to the first date of this lease.

**Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the Premises in the event of an emergency, to make repairs or improvements or to show the Premises to prospective buyers or tenants. Landlord may also enter the Premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impractical to do so, Landlord shall give Tenant reasonable notice before entering the Premises.

**Clause 16. Extended Absences by Tenant**

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

**Clause 17. Possession of the Premises**

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**a. Tenant's failure to take possession.** If, after signing this Agreement, Tenant fails to take possession of the Premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

**b. Landlord's failure to deliver possession.** If Landlord is unable to deliver possession of the Premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the Premises, this Agreement shall remain in effect. Tenant's obligation to pay rent shall not begin, however, until such time as the Premises are made available to Tenant for occupancy. Landlord shall notify Tenant of the date that the Premises are available for occupancy. If Landlord fails to deliver possession to the Tenant within 30 days after the date this Agreement begins, Tenant, may elect to terminate the Agreement on written notice to the Landlord, and Landlord shall refund to Tenant any sums previously paid under this Agreement. Landlord shall not be responsible for Tenant's damages or expenses caused by any delay in delivering possession.

#### **Clause 18. Tenant Rules and Regulations**

[ x ] Tenant acknowledges receipt of, and has read a copy of, tenant rules and regulations, which are attached to and incorporated into this Agreement by this reference. Tenant agrees to obey and comply with these rules and all future reasonable tenant rules and regulations.

#### **Clause 19. Tenant Default**

**a.** If Tenant fails to pay rent or additional rent after a personal demand for rent has been made by the landlord or Landlord's agent, or within three days after a written demand for rent has been made by Landlord or Landlord's agent or attorney, Landlord may begin legal proceedings to evict Tenant and Tenant's occupants from the Premises.

**b.** If Tenant otherwise defaults under this Agreement by:

- 1) failing to comply with any other term or rule of this Agreement, or
- 2) permanently moving out before this Agreement expires then Landlord must give Tenant notice of default stating the type of violation and directing Tenant to cure the violation within 10 days. If Tenant fails to cure the default within the time stated, Landlord shall terminate the Agreement by giving the Tenant a written termination notice. The termination notice will give the date the Agreement will end, which shall not be less than 10 days after the date of the notice. If Tenant and Tenant's occupants fail to move out on or before the termination date, Landlord may begin legal proceedings to evict the

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Tenant and Tenant's occupants from the Premises.

**Clause 20. Payment of Attorney Fees and Court Costs**

In any legal action or proceeding to enforce any part of this Agreement, the prevailing party [ ] shall not [ X ] shall recover reasonable attorney fees and court costs.

**Clause 21. Jury Trial and Counterclaims**

**a. Jury trial.** Landlord and Tenant agree to give up their right to a trial by jury in any action or proceeding brought by either against the other for any matter concerning the Agreement or the Premises. This does not include actions for personal injury or property damage.

**b. Counterclaims.** Tenant agrees to give up the right to bring a counterclaim or set-off in any action or proceeding by Landlord against Tenant on any matter directly or indirectly related to the Agreement or the Premises.

**Clause 22. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the Premises:

[ X ] Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

[ ] Other disclosures: \_\_\_\_\_

**Clause 23. Damage and Destruction**

If all or part of the Premises becomes unusable, in part or totally, because of fire, accident or other casualty, the following shall apply:

**a.** Unless the Agreement is terminated pursuant to Subparagraphs b or c, below, Landlord will repair and restore the Premises, with this Agreement continuing in full force and effect, except that Tenant's rent shall be abated based upon the part of the Premises which are unusable, while repairs are being made. Landlord shall not be required to repair or replace any property brought onto the Premises by Tenant.

**b.** In the event that Landlord wishes to demolish or substantially rebuild the building in which the Premises are located, the Landlord need not restore the Premises and may elect instead to terminate this Agreement upon written notice to Tenant within thirty (30) days after such damage. If the Premises are partially usable, this Agreement will terminate 60 days from the last day of the calendar month in which Tenant is given the Landlord's termination notice.

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c. If the Premises are completely unusable and the Landlord does repair the Premises within 30 days, Tenant may, upon written notice, elect to terminate this Agreement, effective as of the date the damage occurred.

**Clause 24. Notices**

**a. Notices to Tenant.** Any notice from Landlord, or Landlord's agent or attorney will be considered properly given to Tenant if in writing; signed by or in the name of the Landlord or Landlord's agent; and addressed to Tenant at the Premises and delivered to Tenant personally, or sent by registered or certified mail to Tenant at the Premises. The date of service of any written notice by Landlord to Tenant under this Agreement is the date of delivery or mailing of such notice.

**b. Notices to Landlord.** Any notice from Tenant will be considered properly given to Landlord if in writing and delivered or sent to Landlord by registered or certified mail at the following address: MCR Properties Inc. 1629 State Route 173, Chittenango, NY 13037 or at another address for which Landlord or Landlord's agent has given Tenant written notice.

**Clause 25. Abandoned Property**

When this Agreement expires or is terminated, Tenant must remove all personal property and belongings from the Premises. If any of Tenant's property remains in the Premises after the tenancy ends, Landlord may either discard the property or store it at Tenant's expense. Tenant agrees to pay Landlord for all costs and expenses incurred in removing and/or storing such personal property. The terms of this clause will continue to be in effect after the end of this Agreement.

**Clause 26. Additional Provisions**

Additional provisions are as follows N/A

**Clause 27. Validity of Each Part**

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

**Clause 28. Entire Agreement; No Waivers**

**a. Entire agreement.** This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made

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by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

**b. No waivers.** Only a written agreement between the Landlord and Tenant may waive an obligation or violation of this agreement. A waiver may not be implied by the Landlord's acceptance of rent, or failure to take immediate action against the Tenant, while the Tenant is violating one or more provisions of this agreement.



\_\_\_\_\_  
Date                      Tenant                      Phone



\_\_\_\_\_  
Date                      Tenant                      Phone

\_\_\_\_\_  
Date                      MANAGER                      315-882-4710  
Phone

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