

Residential Rental Agreement

THIS RENTAL AGREEMENT (hereinafter referred to as the "Agreement")
made and entered into this ____ day of _____, 2023,
by and between

(hereinafter referred to as "Landlord") and

(hereinafter referred to as "Tenant").

W I T N E S S E T H :

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated
in Suffolk County, New York, such real property having a street address of

(hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and condi-
tions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and con-
ditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations con-
tained herein and other good and valuable consideration, the receipt and sufficiency of which is
hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM.

This Agreement shall commence on

_____ ("Commencement Date"). This Agreement shall continue as a lease
for term. The termination date shall be on (date) _____ at 11:59 PM.
Upon termination date, Tenant shall be required to vacate the Premises unless one of the fol-
lowing circumstances occur:

- (i) Landlord and Tenant formally extend this Agreement in writing or create and execute a new, written, and signed agreement;
- (ii) Local rent control law mandates extension of the tenancy; or
- (iii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent. In the event that Landlord accepts from Tenant new rent, a month-to-month tenancy shall be created. Either party may terminate this month-to-month tenancy by following the procedures specified in paragraph

“32”. Rent shall continue at the rate specified in this Agreement, or as allowed by law. All other terms and conditions as outlined in this Agreement shall remain in full force and effect.

2. RENT.

The Rent must be paid in full and no amount subtracted from it. Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. However, the Security Deposit shall not be considered Rent. Tenant shall pay to Landlord

_____ DOLLARS (\$ _____) per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. If not remitted on the 1st of the month rent will be considered late if not received by 6th of the month and late fee per this agreement will be charged.

In the event that the Commencement Date is not the 1st of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period. Acceptable forms of payment of Rent to Landlord shall be [check all that apply]: ___ personal check, ___ money order, ___ cashier's check, or ___ other:

Payment shall be made to Landlord under the following name and address:

In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Landlord may require in writing that Tenant pay Rent in cash for three months, and that all future Rent payments shall be remitted by Tenant to Landlord by money order or cashier's check. The landlord will provide a receipt for any cash payments.

The non-payment or late payment of rent is agreed by both parties to be a material default of the Lease. In the event Tenant, on three separate occasions pays rent late, in that rent is paid after the Fifth Day of the Month, in any twelve (12) consecutive month period, this lease and the term thereunder shall end and expire as fully and completely on the last day of that term as if the expiration day were the day herein definitely fixed for the end. Landlord may start eviction proceeding immediately after the term ends as if lease was always a month to month tenancy. If Landlords accepts rent after said termination then terms of this lease shall continue as a month to month tenancy.

Acceptance of any check bearing an endorsement, or accompanied by a letter stating, that such amount constitutes "payment in full" (or terms of similar import) shall not be an accord and satisfaction or a novation, and such statement be given no effect. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent due or Landlord may pursue any other remedy set forth in this Lease.

Tenant Initials: _____ Landlord Initials: _____

2. SECURITY DEPOSIT.

As a security deposit, Tenant shall deposit with Landlord the sum of

_____ DOLLARS

(\$ _____), receipt of which is hereby acknowledged by Landlord. Such security deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises within fourteen (14) days of the termination of this Agreement and tenant's vacating the Premises. Tenant agrees that premises are to be vacated in "broom clean" condition and any property or possessions left at the premise will be deemed abandoned. In the event that Landlord shall at any time apply any of such security deposit to cover unpaid rent, the late fee, or to repair damage caused to the Premises, then, upon the request of Landlord to Tenant specifying the amount so applied, Tenant shall immediately deposit with Landlord, as an additional security deposit, the amount so applied, so that the security deposit held by Landlord shall at all times during the term hereof be equal to the aforementioned amount specified in this section but at no time shall security deposit exceed one month's rent.

Tenant Initials: _____ Landlord Initials: _____

BROKER'S FEE.

If Tenant obtains the rental of premises with the assistance of a Real Estate Broker, all fees associated with and charged by the Real Estate Broker are solely borne by the Tenant and must be paid prior to possession of the premises.

4. USE OF PREMISES.

The Premises shall be used and occupied by Tenant as a private dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private dwelling. Tenant may allow no more than _____ additional individuals, other than transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. If Landlord receives any violations or notices due to Tenant's actions or behaviors then Tenant agrees that any monies paid by Landlord for fines or to rectify condition of property to avoid fines including but not limited to attorney fees shall be due and paying to the Landlord as "additional rent".

5. CONDITION OF PREMISES.

Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. Rental Property Checklist is addendum to this lease and will be completed with the landlord prior to tenancy and when property is surrendered. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

There is to be no unregistered or disabled vehicles parked on premises and any and all garbage is to be contained in proper refuse container approved by relevant town code. If within ten (10) days Tenant refuses to rectify any matter after notice of violation then Tenant hereby gives permission to Landlord to rectify matter including removal of unregistered vehicles. Tenant indemnifies Landlord against all costs regarding removal or rectifying of cause of violation and further agrees that any and all costs incurred with redeeming of vehicle(s) is Tenant's alone. Costs incurred by Landlord are responsibility of Tenant and will be deemed "additional rent".

6. ASSIGNMENT AND SUB-LETTING.

Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

7. ALTERATIONS AND IMPROVEMENTS.

Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement. No locks may be changed without Landlord's written permission and if permission is given then a key must be provided to the Landlord. Any changing of locks without Landlord's written permission or not providing Landlord with proper key is considered a material defect and Termination of Tenancy for material default will be properly terminated with Three (3) days notice by Landlord, regardless of term of this lease, served as stated in paragraph "32" of this document. Landlord may start eviction notice immediately after the three (3) days have passed without further notice. Any costs incurred by the Landlord to rectify alterations or changing of locks shall be deemed "additional rent".

8. NON-DELIVERY OF POSSESSION.

In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or

its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

9. HAZARDOUS MATERIALS.

Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. UTILITIES.

Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. If heat is by oil Landlord will maintain a service contract upon furnace/boiler for convenience of tenant. Tenant agrees to contact said company if any heating/maintenance problem arises and further agrees to purchase oil only from company who holds service contract or approved company of Landlord. Company is stipulated as follows:

If Tenant does not adhere to conditions of this paragraph and damages ensue due to noncompliance, these damages will be responsibility of Tenant and shall be deemed additional rent.

If some utilities are to be provided by Landlord, they are as follows;

The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

a. The Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1)	Type of Utility	(2)
Put "x" by any Utility Tenant pays directly		Put "x" by any Utility Included in Tenant Rent
_____	Heat	_____
_____	Lights, Electric	_____
_____	Cooking	_____
_____	Water	_____

_____ Cable _____
_____ Specify Other _____

11. MAINTENANCE AND REPAIR; RULES.

Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Any repairs or maintenance under this lease that are Tenant's responsibility that Landlord pays willingly or otherwise will be charged back to Tenant as "added rent" and due with the rent payment on first of month following repair. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entryways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus including cesspools in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes, paper towels, food, feminine hygiene products, make-up/baby wipes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (i) Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with neighbors or other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium/Homeowners' Association or Town code having control over them.
- (m) Maintain any and all smoke detectors and carbon monoxide detectors in working order.
- (n) Tenant shall be required to maintain landscaping and keep all pathways, sidewalks and driveways clear of snow.

(o) If Landlord receives any violations or notices from the Town or other authority due to Tenant's actions or behaviors then Tenant agrees that any monies paid by Landlord for fines or to rectify condition of property to avoid fines including but not limited to attorney fees shall be due and paying to the Landlord as "additional rent".

(p) Tenant will not change locks nor alter or paint any walls without written permission from the landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord

(q) NO SMOKING OF ANY KIND IS PERMITTED ON THE PREMISES. There is no smoking or use of tobacco products of any kind or marijuana in any form allowed on premises including but not limited to, edible food containing marijuana or TCP, electronic cigarettes, waterpipes or hookas.

_____ (Landlord initials) _____ (Tenant initials) _____ (Tenant initials)

12. DAMAGE TO PREMISES.

In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. INSPECTION OF PREMISES.

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease.

Notice of Landlord's entry shall be deemed reasonable if Notice is 24 hours or more except in emergency situations where no notice to tenant is required. Emergency situations include but are not limited to leaks, boiler or appliance repair, structural damage or damage to windows, doors, roofing, siding, foundation and landscaping issues or any unsafe conditions to

tenants or neighbors as reasonably viewed in Landlord's opinion to preserve his property.

The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. If Tenant unreasonably denies access to Landlord at any time during the tenancy for inspection or to perform repairs by Landlord or his agent this denial will be considered a material default subject to immediate termination of tenancy. Termination of Tenancy for material default will be properly terminated with Three (3) days notice by Landlord, regardless of term of this lease, served as stated in paragraph "32" of this document. Landlord may start eviction notice immediately after the three (3) days have passed without further notice.

Any costs incurred by the Landlord to rectify alterations or changing of locks or any repairs deemed to be caused by Tenant's neglect or intentional acts shall be deemed "additional rent".

14. SUBORDINATION OF LEASE.

This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances. Further, if the Premises is a condominium unit, then this Agreement is subject and subordinate to (A) the By-Laws, Rules and Regulations and Provisions of the Declaration Establishing a Plan for Condominium Ownership of the Premises and (B) Powers of Attorney granted to the Board of Managers, leases, agreements, mortgages, renewals, modifications, consolidations, replacements and extensions to which the Declaration or the Premises are presently or may in the future be subject. Tenant shall not perform any act, or fail to perform any act, if the performance or failure to perform would be a violation of or default in the Declaration or a document referred to in (B). Tenant shall not exercise any right or privilege under this Agreement, the performance of which would be a default in or violation of the Declaration or a document referred to in subdivision (B). Tenant must promptly execute any certificate(s) that Landlord requests to show that this Agreement is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant. Tenant acknowledges that Tenant has had the opportunity to read the Declaration of Condominium Ownership for the Condominium, including the By-Laws. Tenant agrees to observe and be bound by all the terms contained in it that apply to the occupant or user of the Premises or a user of Condominium common areas and facilities. Tenant agrees to observe all of the Rules and Regulations of the Association and Board of Managers.

15. TENANT'S HOLD OVER.

If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof ex-

cept that rent shall then be due and owing at

_____ DOLLARS

(\$ _____) per month and except that such tenancy shall be terminable upon thirty (30) days written notice from Tenant or appropriate notice from landlord pursuant to RPAPL.

16. SURRENDER OF PREMISES.

Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted. Premises shall be left in "broom clean" condition and any and all possessions or property left by Tenants shall be deemed abandoned. Both Landlord and Tenant will inspect the premises with checklist completed when tenant took occupancy. Landlord will offer Tenant at least two separate times and dates for inspection. If Tenant fails to respond or accompany Landlord for inspection or premises, Landlord may solely inspect premises for possible damages. Inspection is to take place within two weeks of surrender. Landlord will take pictures of damage beyond ordinary wear and tear.

17. ANIMALS. Tenant shall be entitled to keep no more than _____ (____) domestic pets. Only the following animals may be kept on the premises as pets:

_____ The following dangerous dog breeds are explicitly prohibited: Pit Bulls, Staffordshire Terriers, Staffordshire Bull Terriers, American Pit Bull Terrier, Doberman Pinschers, Rottweilers, Boxers, Bullmastiffs, Chow Chows, Great Danes, Presa Canarios, Akitas, Alaskan Malamutes, German Shepherds, Siberian Huskies, Wolf-hybrids, or a mix of any of the aforementioned breeds without specific written permission by the Landlord.

Prior to or simultaneously with Tenant obtaining Landlord's written permission Tenant must purchase renter's insurance policy and maintain it in full force and effect throughout tenancy that includes within or as additional rider liability against pet bites and/or destruction to third parties with Landlord named as additional insured in the amount of _____ Dollars (\$ _____). Tenant further agrees to indemnify Landlord against any damages or lawsuits that may arise due to any and all Tenant's pet's behavior and/or actions. If Tenant obtains a prohibited animal without written permission of the Landlord, it will be considered a material default of the lease subject to termination as stated within.

18. QUIET ENJOYMENT.

Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. INDEMNIFICATION.

Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature to the extent permitted by law.

20. DEFAULT.

Landlord must provide notice of default to the Tenant except for payment of rent or additional rent which is due on the first day of every month. No Notice of default nor demand by Landlord is required for Tenant to know that rent is due and owing. The Tenant shall have a limited number of days to cure any default:

(a) for the failure to pay rent or additional rent when due, Tenant shall have five (5) days to cure. If Tenant does not pay rent or additional rent by the fifth day of the month the Landlord may commence eviction proceeding with appropriate notice;

(b) for the failure to comply with any of the material provisions of this Agreement or of any present rules and regulations that may be hereafter prescribed by Landlord, or for the failure to comply with any duties imposed on Tenant by statute, the Tenant shall have ten (10) days to cure other than failure to pay rent.

If the Tenant does not cure the default within the required time frame, this lease shall terminate with Ten (10) days notice by Landlord as lease ending date certain, regardless of term of this lease, served as stated in paragraph "33" of this document. Landlord may start eviction proceeding as if tenancy was a month to month tenancy from the commencement of the lease term. The notice of termination shall state the date the tenancy will end. Tenant must vacate the premises on or before the termination date specified in the notice of termination and must return the keys on or before that date. The Tenant's responsibilities under this Agreement continue until the termination date. Any occupation after termination date will be due as "use and occupancy" in amount of rent previously due. In addition, if this Agreement is terminated, Landlord may exercise any and all rights and remedies available to Landlord at law or in equity.

Tenant Initials: _____ Landlord Initials: _____

The Landlord may terminate this Agreement for the following reasons:

(a) any behavior that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or neighbors in the community;

(b) the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;

(c) drug related criminal activity engaged in, on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;

(d) determination made by the Landlord that a household member is illegally using a drug;

(e) determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

(f) criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

(g) determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;

(h) if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control, has been arrested or convicted for such activity.

Tenant Initials _____ Landlord Initials _____

21. LATE CHARGE.

In the event that any payment required to be paid by Tenant hereunder is not made within five (5) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" as additional rent, in the amount of

_____ DOLLARS (\$_____). Said late fee shall not exceed five (5) percent of the monthly rent or \$50.00 whichever is less and shall be deemed "additional rent". Waiver of late fees in a single month do not waive rights of Landlord to charge or collect late fees for any prior or subsequent month.

22. ABANDONMENT.

If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

23. ATTORNEY/SHERIFF FEES.

Should it become necessary for Landlord to employ an attorney to enforce any of the

conditions or covenants hereof, including the collection of rent or additional rent, or recovering possession of the Premises, Tenant agrees to pay all costs and expenses so incurred, including reasonable attorneys' fees in the amount of One Thousand Nine Hundred (\$1,900.00) dollars as "additional rent". If this additional rent is not collectable in "Landlord-Tenant Court" then Landlord may claim attorney fees in plenary action along with Sheriff's fees if Sheriff's assistance is required for eviction of tenant to regain possession of premises.

24. RECORDING OF AGREEMENT.

Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

25. GOVERNING LAW.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New York.

26. SEVERABILITY.

If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. BINDING EFFECT.

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. DESCRIPTIVE HEADINGS.

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

29. CONSTRUCTION.

The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

30. NON-WAIVER.

No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

31. MODIFICATION.

The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way ex-

cept through a written amendment signed by all of the parties hereto.

32. ACCORD AND SATISFACTION.

Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose, or in any amount whatsoever and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy and shall not be deemed to constitute a waiver of any of Landlord's rights hereunder. Without limiting the foregoing, Landlord shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligation of Tenant to Landlord according to Landlord's sole and absolute discretion and regardless of the instructions of Tenant as to application of any such sum, whether such instructions be endorsed upon Tenant's check or otherwise.

33. CONTENTS OF THIS AGREEMENT.

This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.

34. NOTICE.

Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served THREE (3) DAYS after notice is sent, if sent by United States Postal Service, certified mail or by priority mail and to Email address designated below. Additionally, refusal to sign or pick up mail at local post office for properly addressed certified mail shall not excuse Tenant from being held accountable for the contents held within. Notices are to be addressed as follows:

If to Landlord, to:

_____ [Landlord's Name]

_____ [Landlord's Address]

_____ [Landlord's Email Address]

If to Tenant, to:

_____ [Tenant's Name]

_____ [Tenant's Address]

_____ [Tenant's Email Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

35. ADDITIONAL PROVISIONS:

As to Landlord this _____ day of _____, 20_____.

LANDLORD:

Sign: _____

Print: _____ Date: _____

As to Tenant, this _____ day of _____, 20_____.

TENANT

Sign: _____

Print: _____ Date: _____

TENANT:

Sign: _____

Print: _____ Date: _____

TENANT:

Sign: _____

Print: _____ Date: _____

TENANT:

Sign: _____

Print: _____ Date: _____