

New York Residential Short or Long Term Lease (Sample Only)

Summary:

Property Address:

Owner's Name:

Tenant's Name:

Rental Term (dates):

Rental Amount (total):

How Rent is paid (monthly, weekly, prepaid, etc):

Security Deposit:

Rental Deposit:

THIS LEASE (the "Lease") made and entered into this ___ day of _____, 2010, by and between _____ ("Landlord") and _____ ("Tenant").

W I T N E S S E T H:

Landlord is the fee owner of real property located at _____ ("Premises").

Landlord desires to lease the Premises to Tenant on the terms stated in this Lease; and

Tenant desires to lease the Premises from Landlord on the terms stated in this Lease;

Landlord and Tenant agree as follows:

1. **TERM.** *[check either A, B or C]*

___ **A. Specific days:** This short term rental shall run from [] to []. Upon signing of this Lease, Tenant shall prepay the security deposit and rental in the amount listed below. Tenant shall have no right to extend the term.

___ **B. Month-to-Month:** This Lease shall continue as a month-to-month tenancy. If at any time Tenant desires to terminate the tenancy, Tenant may do so by providing to Landlord written notice of intention to terminate. Such notice to terminate must be provided to Landlord at least 30 days prior to the desired date of termination of the tenancy. If at any time Landlord desires to terminate the tenancy, Landlord may do so by providing to Tenant such written notice of intention to terminate at least 30 days prior to the desired date of termination of the tenancy. Notices to terminate may be given on any calendar day, irrespective of Commencement Date.

___ **C. Annual:** This Lease shall continue as a lease for term. The commencement date is [] and the termination date is []. Upon termination date, Tenant shall be required to vacate the

Premises unless one of the following circumstances occur: (i) Landlord and Tenant formally extend this Lease in writing or create and execute a new, written, and signed Lease; (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 1A. Rent shall continue at the rate specified in this Lease, or as allowed by law. All other terms and conditions as outlined in this Lease shall remain in full force and effect.

2. **RENT.** Under the terms of this Lease, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Lease. However, the Security Deposit shall not be considered Rent. Tenant shall pay to Landlord Rent in the amount in on the date(s) as specified in the Summary column on page 1 of this Lease.

3. **SECURITY DEPOSIT.** As a security deposit, Tenant shall deposit with Landlord the sum as specified in the Summary column on page 1 of this Lease, receipt of which is acknowledged by Landlord. Under New York law, the type of dwelling determines how the Landlord must handle the security deposit. Therefore, the parties shall place their initials after the appropriate provision.

[Initial after only one of the following two provisions:]

If the Premises is a house, duplex, or an apartment in a building with five or fewer units, then the following provision shall apply: Such security deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Lease. 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. Tenant Initials: _____ Landlord Initials: _____

If the Premises is an apartment in a building with six or more units, then the following provision shall apply: As required under Section 7-103 of the General Obligations Law, Landlord shall hold such security deposit in an interest bearing bank account located in New York state as security for any damage caused to the Premises or for any unpaid rent or late fees during the term hereof. Landlord hereby notifies Tenant that the name of the bank in which the security deposit funds shall be deposited is:_____.

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. At the end of the term of the Lease, Landlord shall pay Tenant the

interest earned on such amount, less the one percent (1%) administrative fee referred to in Section 7-103 of the General Obligations Law. Tenant Initials: _____

Landlord Initials: _____

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 Lease 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.
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.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Lease, 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 Lease.
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 Lease between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease.
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 Lease 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.

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 Lease and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, 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 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 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) And 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 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 or Homeowners' Association having control over them.

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 Lease 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 Lease 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 Lease 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. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Lease or to any restrictions, rules or regulations affecting the Premises.

14. **SUBORDINATION OF LEASE.** This Lease 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 Lease 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, Leases, 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 Lease, 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 Lease 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 Lease, 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 except that rent shall then be due and owing at _____ DOLLARS (\$_____) per day and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.
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 Lease, reasonable use and wear and tear thereof and damages by the elements excepted.
17. **ANIMALS.** Tenant shall be entitled to keep no more than _____ (____) domestic dogs, cats or birds.
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 Leases 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.
20. **DEFAULT.** Landlord must provide notice of default to the Tenant. The Tenant shall have a limited number of days to cure any such default: (a) for the failure to pay rent or additional rent when due, Tenant shall have three (3) days to cure; (b) for the issuance of a court order by which the Premises may be taken by another party, for the failure to perform any term in another lease between the Landlord and Tenant (e.g., a vehicle parking lease), for the failure to comply with any of the material provisions of this Lease or of any present rules and regulations, for the failure

to comply with any 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 five (5) days to cure. If the Tenant does not cure the default within the required time frame, Landlord may terminate this Lease by providing the Tenant with a notice of termination. The notice of termination must state the date the tenancy will end, which may be no fewer than three (3) days after the date of the notice of termination. 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 Lease continue until the termination date. In addition, if this Lease is terminated, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity.

21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due, a "late fee" in the amount of _____ DOLLARS (\$_____).
22. **ABANDONMENT.** If at any time during the term of this Lease 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 Lease during the balance of the unexpired term, if this Lease 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. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
24. **RECORDING OF LEASE.** Tenant shall not record this Lease on the Public Records of any public office. In the event that Tenant shall record this Lease, this Lease 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 Lease 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 Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease 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 Lease shall affect Tenant's duties and liabilities hereunder.
- 31. **MODIFICATION.** The parties hereby agree that this document contains the entire Lease between the parties and this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

[Landlord's Name]

[Landlord's Address]

If to Tenant to:

[Tenant's Name]

[Tenant's 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.

33. ADDITIONAL PROVISIONS.

As to Landlord this _____ day of _____, 2010

LANDLORD:

Digitally Sign (Full Name):

Date:

As to Tenant, this _____ day of _____, 2010

TENANT ("Tenant"):

Digitally Sign (Full Name):

Date:

TENANT:

Digitally Sign (Full Name):

Date: