

not constitute past due Rent. In the event that Landlord accepts new Rent from Tenant, a month-to-month tenancy shall be created. Either party may terminate this month-to-month tenancy by following the procedures specified in Section 1(A). Except as provided by Section 21 of this Agreement, 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. 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. The due date for Rent payment shall be the first (1st) day of each calendar month, without notice, offset or deduction and shall be considered advance payment for that month of the term. If not remitted on the 1st, Rent shall be considered overdue and delinquent on the second (2nd) day of each calendar month. In the event that the Commencement Date is not the first (1st) of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a thirty (30) day period.

Acceptable forms of payment of Rent to Landlord shall be [uncvg \$ { gu\$ vq cmj cvcr r n]:

_____ personal check, _____ money order, _____ cashier's check, or _____ other: _____. Payment shall be made to Landlord at Landlord's address as shown above, or other such place as Landlord shall designate.

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 (3) months, and that all future Rent payments shall be remitted by Tenant to Landlord by money order or cashier's check.

3. CHANGES IN RENT OR OTHER CHARGES. Landlord reserves the right to alter the rate of the Rent or other charges annually, with at least a two (2) month notice prior to the renewal of this Agreement. Increases shall become effective the date of Tenant's lease term renewal. Any increase or decrease in the Rent, Security Deposit, or other charges shall not void this Agreement. If Tenant decides to give a written two (2) month notice to vacate as a result of a Rent increase, there will be no re-rental charge and Agreement will terminate on the date specified on Tenants current Agreement. If Tenant does not elect to terminate this Agreement during this period, Tenant will have consented to the change in charges, Rent or other changes and this Agreement shall continue except as modified by Landlord's notice.

4. SECURITY DEPOSIT. As a security deposit, Tenant shall deposit with Landlord the sum of _____ (\$ _____) (the "Security Deposit"). As required under Section 7-103 of the General Obligations Law, the Security Deposit will be held in an interest bearing account located in New York State at _____, with an address of _____ receipt of which is hereby acknowledged as security for the performance of covenants, terms and conditions of this Agreement, and the Rules and Regulations (as hereinafter defined) as established by Landlord. The Security Deposit may be used by Landlord to pay the penalties as provided for in this

Agreement or the Rules and Regulations, or to mitigate or rectify the poor condition of the Premises when Tenant vacates. THE SECURITY DEPOSIT CANNOT BE APPLIED TO THE LAST MONTH'S RENT OR ANY UNPAID RENT. It is understood that the Premises will be left in the same condition as when occupied by Tenant, reasonable wear and tear excepted. Accumulations of dirt, rubbish, dirty refrigerators, dirty stoves, dirty cupboards or dirty carpeting shall not constitute reasonable wear and tear. In the event of wear and tear beyond that which is reasonable, or lack of cleanliness upon vacating by Tenant, the Landlord shall be entitled to deduct the cost of correction of the same from Security Deposit and refund the balance to Tenant upon said termination of Agreement. In the event the repair of extraordinary wear and tear or cleaning exceed the cost of the amount of the Security Deposit with Landlord, Tenant shall be responsible for additional sums required to be spent to correct the conditions, by Landlord. In the event Tenant complies with all such covenants, terms and conditions of this Agreement, the Security Deposit will be returned to Tenant within thirty (30) days after Tenant vacates the Premises and Landlord completes an inspection of the Premises. 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.

5. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of \$10.00 per day for each calendar day Rent is unpaid and delinquent.

6. SERVICE CHARGE. There will be a service charge of \$25.00 for any check returned from the bank for NSF. Should these charges occur, Tenant agrees to pay the same promptly.

7. 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. Unless Tenant first obtains Landlord's written consent to change the identity of the occupants of the Premises, Landlord shall at its option, consider Tenant's violation of this provision as a default under this Agreement. Tenant may not allow 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. Tenant may not use the Premises to conduct illegal activity. Tenant agrees not to damage the Premises, the Building, the grounds or the common area of the Building or to interfere with the rights of other tenants to live in their premises in peace and quiet. Landlord agrees to do nothing which would prevent or interfere with Tenant's legal use of Premises.

8. CONDITION OF PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition.

9. 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. 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.

10. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations or any structural changes to the Building or improvements on the Premises, including but not limited to remodeling, drilling into, disfiguring, or defacing any part of the Premises, or installing fixtures of any type, or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, fixtures 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.

11. NON-DELIVERY OF POSSESSION. Landlord shall make a reasonable effort to have the Premises ready by the Commencement Date. In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the term of this Agreement, 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.

12. 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.

13. UTILITIES. Landlord will provide the following utilities or services to Tenant at no extra charge (indicate "yes" or "no" for utilities/services to be provided). All utilities and services marked "no" are the responsibility of Tenant.

- Heat gas electric other _____
- Electricity
- Water
- Trash Collection
- Snow Removal
- Other (please specify) _____

14. RULES AND REGULATIONS. Tenant agrees to obey all rules, regulations and/or policies that Tenant has been informed of by Landlord. Tenant has received a copy of the

Rules and Regulations governing the Premises attached here to as Exhibit "A" and agrees that the Rules and Regulations are a part of this Agreement (the "Rules and Regulations"). Landlord reserves the right to alter, adjust and/or add new Rules and Regulations applicable to the Premises at any time during the term of this Agreement.

15. HABITABILITY. Landlord covenants and warrants that the Premises and all common areas appurtenant thereto are fit for human habitation and for the uses reasonably intended and specified in this Agreement and that the occupants will not be subjected to conditions which would be dangerous, hazardous, or detrimental to their life, health, or safety. Tenant shall notify Landlord immediately whenever there is a need for repair to maintain the habitability of the Premises and will give sufficient notice to allow Landlord to obtain the materials and labor necessary to correct such a problem.

16. MAINTENANCE AND REPAIR; RULES. Notwithstanding the foregoing Section 15, 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. Without limiting the generality of the foregoing, Tenant shall:

a. Be responsible for repairs to the Premises when (i) damage is caused by the misuse or neglect of Tenant, rather than as the sole consequence of normal and reasonable wear and tear; (ii) when damage results from activities or actions which violate this Agreement or any applicable Premises' Rules and Regulations; (iii) when damage is caused by wind, rain or other elements due to leaving windows open or by the overflow of water on the Premises, and (iv) when and if the Premises are burglarized or broken into;

b. Phone the fire department if a fire is suspected and the police department if Tenant believes a crime is being committed or has occurred;

c. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

d. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

e. Shall replace all broken glass in the Premises regardless of who caused the damage unless such damage was caused by Landlord or its employees;

f. Not obstruct or cover the windows or doors;

g. Not leave windows or doors in an open position during any inclement weather;

h. 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;

i. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;

j. Keep all air conditioning filters clean and free from dirt;

k. 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, feminine products 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;

l. 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;

m. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other tenants;

n. 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 the Building or within the common areas of the Building;

o. 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 Landlord.

17. 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 Rent 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 Rent up to such date and Landlord refunding Rent collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, 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 Rent 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.

18. LOCKS. Landlord will provide a lock for Tenant's door into the Premises. Tenant agrees that no additional locks will be placed upon any doors or mailboxes and no locks will be changed without our prior written permission of Landlord.

19. ACCESS. Except in cases of emergency, Landlord and Landlord's employees, agents, representative and servicemen shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises upon reasonable

notice to the Tenant 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 Agreement or to any restrictions, rules or regulations affecting the Premises.

20. SUBORDINATION OF AGREEMENT. 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.

21. 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 except that Rent shall then be due and owing at an amount which is One Hundred Ten Percent (110%) of the monthly Rent last paid by the Tenant prior to the expiration of the Agreement and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

22. 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. If Premises and appurtenances thereto are not so surrendered at the end of said term, Tenant will make good to Landlord all of the damage which Landlord shall suffer by reason thereof and will indemnify Landlord against all claims made by any succeeding Tenant against Landlord, founded upon de lay by Landlord in delivering possession of Premises and appurtenances thereto so far as such delay is occasioned by failure of Tenant to surrender the Premises.

23. ANIMALS. Tenant agrees that it shall not keep any animals or pets (including but not limited to mammals, reptiles, birds, fish, rodents, and insects) at the Premises, even if only temporarily, without first obtaining the prior written consent of Landlord.

24. 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.

25. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to 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.

26. DEFAULT. If Tenant fails to comply with any of the material provisions of this Agreement (other than the covenant to pay rent) or of any present Rules and Regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Agreement by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay Rent when due and the default continues for seven (7) days thereafter, 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 or may immediately terminate this Agreement.

27. 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.

28. CONDEMNATION. If the Premises or the appurtenances thereto, or any substantial portion thereof be condemned for public use so as to render same untenable, this Agreement shall be thereupon terminated, and the Rent shall be apportioned as of the date that such condemnation shall deprive Tenant of the right to use and occupy the Premises and the right to use the appurtenances thereto. If however, such condemnation does not render the Premises or the appurtenances thereto untenable, this Agreement shall remain unaffected thereby. Tenant hereby waives any right or claim to any condemnation award or part thereof awarded to Landlord for a partial or complete taking of the Premises.

29. ADDITIONAL RENT. If Tenant shall violate any provision of this Agreement or default in the performance of any covenant or condition herein contained, Landlord may immediately, or at any time thereafter, without notice, remedy such violation or perform such covenant or condition for the account of Tenant and any amount paid or expense incurred by Landlord, thereby, shall be deemed "additional rent" and shall be due and payable by Tenant to Landlord on the first day of the month following the incurring of such expenses, or on the first day of any succeeding month.

30. RENT PAYMENTS. No payment by Tenant or receipt by Landlord of any amount less than the monthly Rent herein stipulated, shall be deemed to be other than on account of the stipulated Rent, nor shall any endorsement on any check nor any letter accompanying such payment of Rent be deemed an accord and satisfaction, but the Landlord may accept such payment without prejudice to Landlord's rights to collect the balance of such Rent. The Tenant shall not be relieved from performance of this Agreement by any assignment, transfer or other disposition hereof, whether with or without the consent of the Landlord but, the Tenant and each and every assignee or transferee of this Agreement shall be and remain jointly and severally liable for payment of Rent and performance of all of the terms, covenants and conditions of this Agreement until the above stated end of the term.

31. REMEDIES NOT EXCLUSIVE. In addition to, or in lieu of, any and all of the remedies hereinabove provided, Landlord shall also, in the event of a breach or threatened breach by Tenant of any of the covenants or conditions hereof, have the right of injunction and the right to invoke any other remedy allowed at law or in equity.

32. NO WAIVERS IMPLIED. The failure of Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this Agreement or of such Rules and Regulations as may be applicable, or to exercise any option, herein contained, shall not be construed as a waiver or a relinquishment for the future or such covenant, rule, regulation or option by the same shall continue and remain in full force and effect. The receipt by Landlord of Rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

33. COMPLIANCE WITH LAWS, RULES AND REGULATIONS. Tenant agrees to obey and carry out all Federal, State, County and Municipal laws, regulations, rules and ordinances in regard to the Premises (hereby leased) and their use, and all walks adjacent thereto and their use, and to take such care of said Premises as may be required by any and all Federal, State, County and Municipal authorities and departments. Tenant also shall save Landlord and hold Landlord harmless from any expenses, loss or damage by reason of the violation of such laws, regulations, rules, ordinances and requirements, sustained by reason of Tenants negligence.

34. 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 Rent or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

35. RENTER'S INSURANCE. If Tenant acquires a renter's insurance policy for personal property at the Premises, a copy of said renter's insurance policy must be sent to Landlord's address, and renewals of such policy must be mailed annually to Landlord. Landlord advises all tenants to acquire renter's insurance as Landlord's insurance does not cover Tenant's personal belongings.

36. PARKING. Tenant agrees to abide by all parking regulations as contained in the Rules and Regulations or as posted by Landlord and applicable to the Premises, or may in the future be added to the Rules and Regulations or posted by Landlord.

37. 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.

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

39. 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.

40. NOTICE. Any notice required or permitted under this Agreement 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:

aaaaaaaaaaaaaaaaaaaaaaaa
aaaaaaaaaaaaaaaaaaaaaaaa
aaaaaaaaaaaaaaaaaaaaaaaa

Attn: _____

Phone: _____

Fax: _____

[*Landlord's Address*]

If to Tenant:

[*Tenant's Address*]

41. 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.

42. 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 Landlord or Tenant.

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

44. 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 except through a written amendment signed by all of the parties hereto unless otherwise specified herein.

45. DISCLOSURE. Before renting pre-1978 housing, Landlord must disclose to Tenant the presence of known lead-based paint and/or lead-based paint hazards in the Premises. If applicable, Landlord and Tenant must complete the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards attached here to as Exhibit "B" and incorporated here in (the "Disclosure Form").

[The Remainder of the Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LANDLORD:

By: aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa

By: _____

Date: _____

TENANT:

Sign _____

Print: _____

Date: _____

Exhibit "A"

Rules and Regulations to be attached by Landlord.

Exhibit "B"

Disclosure Form to be completed and attached by Landlord and Tenant if applicable.