NEW YORK RESIDENTIAL LEASE

FIXED-TERM RESIDENTIAL LEASE AGREEMENT

LEASE NO.

EFFECTIVE DATE

This Residential Lease Agreement is entered into under the laws of New York between the Landlord and Tenant identified below for the dwelling described in this Agreement.

1 THE PARTIES

LANDLORD / OWNER

FULL LEGAL NAME / ENTITY

ADDRESS

CITY | STATE | ZIP

PHONE | EMAIL

TENANT

FULL LEGAL NAME / ENTITY

ADDRESS

CITY | STATE | ZIP

PHONE | EMAIL

2 PREMISES & OCCUPANCY

Landlord rents to Tenant the dwelling identified below, together with the listed parking, storage, fixtures, and permitted common areas. Only the named tenants and approved occupants may reside there.

STREET ADDRESS / UNIT

CITY | COUNTY | STATE | ZIP CODE

OTHER AUTHORIZED OCCUPANTS

PARKING / STORAGE / FURNISHINGS / INCLUDED AREAS

3 TERM & POSSESSION

The fixed term begins and ends on the dates below. Possession is delivered subject to payment and the terms of this Agreement. Holdover status and any renewal are governed by New York law and a later written agreement.

LEASE START DATE

LEASE END DATE

POSSESSION / KEY DATE

MOVE-OUT TIME

4 RENT & PAYMENT

Tenant shall pay rent in advance at the place or account stated below. Prorated rent, returned-payment charges, concessions, and lawful late charges are enforceable only as written here and as permitted by law.

MONTHLY RENT ($)

DUE DAY

PRORATED RENT ($)

RETURNED PAYMENT ($)

PAYEE / PAYMENT ADDRESS OR ELECTRONIC METHOD

LATE FEE / FORMULA

WHEN LATE FEE MAY BEGIN

RENT CONCESSIONS / CREDITS

5 SECURITY DEPOSIT

Tenant shall pay the deposit below. It may be applied only as governing law and this Agreement allow, not as last month's rent. Landlord will provide any required holding notice and return the balance with any required itemization within the legal deadline.

SECURITY DEPOSIT ($)

DEPOSIT DUE DATE

DEPOSITORY / ACCOUNT / BOND NOTICE (IF REQUIRED)

6 UTILITIES & SERVICES

Responsibility for each utility and service is allocated below. Tenant shall timely place assigned utilities in Tenant's name and avoid interruption caused by nonpayment.

ELECTRIC

GAS

WATER / SEWER

TRASH

INTERNET / CABLE

LAWN / SNOW

PEST CONTROL

OTHER

7 NEW YORK FLOOD HISTORY & RISK NOTICE

Landlord provides the flood history and risk information required by Real Property Law 231-b.

Any part of Premises in a FEMA-designated floodplain:

☐ Yes ☐ No ☐ Unknown

Any part in a Special Flood Hazard Area / 100-year floodplain:

☐ Yes ☐ No ☐ Unknown

Any part in a Moderate Risk / 500-year floodplain:

☐ Yes ☐ No ☐ Unknown

KNOWN PRIOR NATURAL-FLOOD DAMAGE AND NATURE OF DAMAGE

Flood insurance is available to renters through the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP) to cover your personal property and contents in the event of a flood. A standard renter's insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered.

8 NEW YORK GOOD CAUSE EVICTION NOTICE

This notice states whether Article 6-A of the Real Property Law applies. Even an exempt unit may be subject to other rent or eviction laws.

Good Cause Eviction Law:

☐ Applies ☐ Does not apply / exempt

IF EXEMPT, STATUTORY EXEMPTION AND SUPPORTING FACTS

UNITS OWNED BY SMALL LANDLORD

CITY / OPT-IN LOCALITY

9 NEW YORK CERTIFICATE OF OCCUPANCY STATUS

For a dwelling with three or fewer rental units, Landlord states the certificate-of-occupancy status and any lawful exception or municipal record.

Building contains three or fewer rental units:

☐ Yes ☐ No

CO STATUS

CO DATE

CO NUMBER

AUTHORIZED UNITS

EXCEPTION / MUNICIPAL RECORD / TEMPORARY CO

10 NEW YORK DEPOSIT, ACCOUNTING & LATE FEE

The security deposit may not exceed one month's rent. After lawful notice of inspection opportunity, Landlord shall return the deposit and itemized statement within 14 days after Tenant vacates. A late fee may be charged only after rent is unpaid for five days and may not exceed $50 or 5% of monthly rent, whichever is less.

SECURITY DEPOSIT ($)

LATE FEE (MAX $50 / 5%)

DEPOSIT BANK / ADDRESS / ACCOUNT NOTICE / INTEREST

11 NEW YORK RENT-REGULATION STATUS

Landlord states the known regulatory status. Required official riders and renewal forms control and must be attached where applicable.

Unit status:

- ☐ Market rate
- ☐ Rent stabilized
- ☐ Rent controlled
- ☐ Other regulated

REGISTRATION / RIDER / ORDER DETAILS

12 USE, GUESTS & RULES

The Premises are for residential use only. Tenant shall not create a nuisance, engage in unlawful activity, damage the property, or violate lawful rules. Guests, pets, smoking, parking, and alterations are governed below.

GUEST / OCCUPANCY LIMITS

PETS / SMOKING / PARKING / OTHER RULES

13 CONDITION, MAINTENANCE & REPAIRS

Tenant accepts the Premises subject to the move-in record, shall keep it reasonably clean and safe, promptly report unsafe or damaging conditions, and pay for damage caused by Tenant, occupants, or guests beyond ordinary wear. Landlord shall perform non-waivable duties imposed by law.

REPAIR / EMERGENCY REPORTING CONTACT

14 ENTRY, INSURANCE & CASUALTY

Landlord may enter only as this Agreement and law permit, including for repairs, inspection, emergencies, or lawful showing. Tenant is responsible for personal property and is encouraged or required as stated below to maintain renters insurance. Casualty rights remain subject to governing law.

ORDINARY ENTRY NOTICE

RENTERS INSURANCE LIMIT

INSURANCE / CASUALTY TERMS

15 ASSIGNMENT, DEFAULT & REMEDIES

Tenant may not assign or sublet without required written consent. On breach, the nonbreaching party may use notices and remedies allowed by law. No self-help eviction, waiver of habitability, or other prohibited remedy is authorized.

ADDITIONAL NOTICE / CURE TERMS

16 NOTICES & GOVERNING LAW

Notices shall be delivered to the contacts below by a method permitted under New York law. This Agreement is governed by the law where the Premises are located.

LANDLORD NOTICE ADDRESS / EMAIL

TENANT NOTICE ADDRESS / EMAIL

17 GENERAL TERMS

This Agreement and its attached addenda are the entire agreement. A change must be in a writing signed by the parties. If a provision is unenforceable, the remainder survives. Waiver of one breach is not a waiver of another. Notices must be written and delivered by a method allowed by governing law. Electronic signatures and counterparts are permitted to the extent allowed by law.

18 LEAD-BASED PAINT DISCLOSURE (complete for pre-1978 housing)

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Construction date:

☐ Before 1978 ☐ 1978 or later ☐ Unknown

Landlord's knowledge of lead hazards:

☐ Known hazards disclosed below ☐ No known lead hazards

KNOWN LEAD-BASED PAINT / HAZARDS (LOCATION AND CONDITION)

Records and reports:

☐ Provided to Tenant ☐ No records or reports available

RECORDS / REPORTS PROVIDED

☐ Tenant acknowledges receipt of all listed information and records.

☐ Tenant acknowledges receipt of the EPA pamphlet Protect Your Family From Lead in Your Home.

☐ Agent, if any, has informed Landlord of the landlord's federal disclosure duties and is aware of the duty to ensure compliance.

☐ The parties certify that the information above is true and complete to the best of their knowledge.

LANDLORD SIGNATURE

PRINT NAME DATE

TENANT SIGNATURE

PRINT NAME DATE

19 ADDITIONAL TERMS

The parties may state additional agreed terms below. Any handwritten change should be initialed by all parties.

ADDITIONAL TERMS / SPECIAL PROVISIONS

20 SIGNATURES (execute where indicated)

By signing below, each party acknowledges that they have read and understood this Agreement and agree to be bound by all of its terms as of the Effective Date.

LANDLORD / OWNER SIGNATURE

PRINT NAME

DATE

TENANT SIGNATURE

PRINT NAME

DATE