

# NEW YORK MONTH-TO-MONTH LEASE AGREEMENT

The Landlord and Tenant agree to lease the Apartment month-to-month at the Rent stated on these terms:

<b>LANDLORD:</b> _____	<b>TENANT:</b> _____
Address for Notices: _____	Address: _____
_____	
Occupants: _____ Lease date _____ Beginning _____ Monthly Rent \$ _____ Security Deposit \$ _____	
<b>Rider</b> Additional terms on _____ page(s), initialed at the end by the parties, is attached and made a part of this Lease.	

**1. Use** The Apartment must be used only as a private dwelling to live in and for no other reason. Only a party signing this Lease and the Occupants listed above may use the Apartment.

**2. Failure to give possession** Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. In that case rent shall be payable as of the date possession is available. Landlord will notify Tenant as to the date possession will be available.

**3. Rent, added rent** The Rent stated above must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent shall be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "Added Rent." This Added Rent is payable as Rent, together with the next monthly Rent due. If Tenant fails to pay the Added Rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay Rent.

**4. Security** Tenant has given Security to Landlord in the amount stated above. If Tenant fully complies with all of the terms of this Lease, Landlord will return the Security after the Lease ends. If Tenant does not fully comply with the terms of this Lease, Landlord may use the Security to pay amounts owed by Tenant, including amounts due for damage to the Apartment. If Landlord sells or leases the Building, Landlord may give the Security to the new buyer or lessee. Tenant will look only to this buyer or lessee for the return of the Security.

**5. Services** Landlord will supply: (a) heat as required by law, and (b) hot and cold water for the bathroom and kitchen sinks. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim against Landlord or to claim eviction. Damage to the equipment or appliances supplied by Landlord caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. Such repair cost will be Added Rent.

Tenant must pay for all electric, gas, telephone and other utility services used in the Apartment and arrange for them with the public utility company, except \_\_\_\_\_

Landlord may stop service of any required plumbing, heating, electric, elevator or air cooling systems, if required by accident, emergency, repairs, or changes. This stoppage of service may continue until the required work has been completed. If unable to supply any service because of labor trouble, Government order, lack of fuel supply or other cause beyond Landlord's control, Landlord need not supply that service until Landlord is able to supply it.

**6. Repairs** Tenant must take good care of the Apartment and all equipment and fixtures in it. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be Added Rent.

**7. Alterations** Tenant must obtain Landlord's prior written consent to attach anything to the Apartment's, walls, stairs, or ceiling, such as paneling, flooring, built-in decorations or partitions; or make alterations, paint or wallpaper the apartment. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If landlord gives consent, the alterations and installations shall become the property of Landlord when completed and paid for, and shall remain with and as part of the Apartment at the end of the Lease. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Lease. The demand shall be by notice, given at least 15 days before the end of the Lease. Landlord is not required to do or pay for any work unless stated in this Lease.

**8. Late fees, return check fees** If Tenant fails to pay rent before the 6th day of the month, Tenant shall pay a late fee of \$ \_\_\_\_\_ which shall be Added Rent. If any check given to Landlord by Tenant is returned by the bank, Tenant shall pay a returned check fee of \$ \_\_\_\_\_ which shall be Added Rent.

**9. Liability** Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act

or neglect of Tenant. Tenant is responsible for all acts of Tenant's Occupants, employees, guests or invitees.

**10. Landlord may enter** Landlord may, at reasonable times, enter the Apartment to inspect, to make repairs or alterations, and to show it to prospective buyers, lenders or tenants.

**11. Assignment and sublease** Tenant may not assign this Lease, sublet all or part of the Apartment or permit any one other than Tenant and Occupants to use the Apartment.

**12. Parking**

No parking is permitted on the Building's grounds.

Tenant may park one car, passenger vehicle only, as follows \_\_\_\_\_ which is, is not included in the Rent. If not included in the Rent, the parking fee shall be \$ \_\_\_\_\_ per month, which shall be Added Rent. Parking is restricted to the assigned space. Parking spaces are to be kept clean. Vehicles leaking fluid are not allowed on the Building's grounds. Vehicles may not be restored or repaired on the Building's grounds.

**13. No Pets** Dogs, cats or other animals are not allowed in the Apartment or in the Building.

**14. Tenant's duty to obey laws and regulations** Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Tenant may not do any- thing which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase as Added Rent.

**15. Tenant's defaults and Landlord's remedies**

**A.** Landlord may give 3 days written notice to Tenant to correct any of the following defaults:

1. Failure to pay Rent or Added Rent on time.
2. Improper assignment of the Lease or subletting of all or part of the Apartment.
3. Improper conduct by Tenant or others in the Apartment.
4. Failure to fully perform any other term in the Lease.

**B.** If Tenant fails to correct the defaults in section A within the 3 days, Landlord may cancel the Lease by giving Tenant a written 3-day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end. Tenant must leave the Apartment and give Landlord the keys, but Tenant continues to be responsible for Rent, Added Rent, damages to the Apartment and Landlord's other expenses.

**16. Waiver of jury, counterclaim, setoff** Landlord and Tenant waive trial by a jury in any matter between the parties (except for personal injury or property damage claims). In any proceeding to obtain possession of the Apartment, Tenant shall not have the right to make a counterclaim or setoff.

**17. Notices** Any notice must be in writing and addressed to Tenant at the Apartment or to Landlord at the Address for Notices. It must be personally delivered; or sent by certified mail or overnight express. It will be considered delivered three days after the day mailed, the day after being sent overnight express, or the day it is personally delivered. Landlord must send a written notice to Tenant if Landlord's address is changed. Each party must accept notices from the other.

**18. No waiver, illegality** Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal, the rest of this lease remains in full force.

**19. No Waterbeds** No waterbeds or water-filled furniture shall be kept in the Apartment.

**20. Rules** Tenant must comply with Landlord's Rules. Notice of Rules will be posted or given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates the Rules. Tenant receives no rights under the Rules.

**21. Representations** Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others.

**22. Landlord unable to perform** If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control Landlord is delayed or unable to (a) fulfill any of the Landlord's promises or agreements, (b) supply any service (c) make any repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Lease shall not be ended or Tenant's obligations affected.

**23. Termination of Lease** Either party may terminate the tenancy by giving notice to the other by the end of the month preceding the intended last month of the term.

**24. End of term** At the end of the Lease, Tenant must: leave the Apartment broom-clean and in good condition; remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term.

**25. Space "as is"** Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment "as is."

**26. Quiet enjoyment and habitability** Subject to the terms of this Lease, so long as Tenant is not in default, Tenant may peaceably and quietly have, hold, and enjoy the Apartment. Landlord states that the Apartment and Building are fit for

human living and there is no condition dangerous to health, life or safety.

**27. Legal fees** The successful party in a legal action or proceeding between Landlord and Tenant for non-payment of rent or recovery of possession of the Apartment may recover reasonable legal fees and costs from the other party.

**28. Lease binding on** This Lease is binding on Landlord and Tenant and those that lawfully succeed to their rights or take their place.

**29. Landlord** Landlord means the owner, or the lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Building is transferred. Any acts Landlord may do may be performed by Landlord's agent or employees.

**30. Paragraph headings** The Paragraph headings are for convenience only.

**31. Changes** This Lease may be changed only by an agreement in writing signed by and delivered to each party.

**32. Effective date** This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

**Signatures** Landlord and Tenant have signed this Lease as of the date at the top.

LANDLORD: \_\_\_\_\_ TENANT: \_\_\_\_\_

LANDLORD: \_\_\_\_\_ TENANT: \_\_\_\_\_