

RENTAL PROPERTY LEASE AGREEMENT

This Rental Property Lease Agreement (“**Agreement**”) is entered into by and between [Landlord Name] (“Landlord”) and [Tenant Name] (“Tenant(s)”) as of the following effective date:

[EFFECTIVE DATE].

1. Rental property.

Landlord is renting the following real property to Tenant under the terms and conditions in this Rental Property Lease Agreement: [PROPERTY ADDRESS] (“Rental Property”).

2. Month-to-month rental.

This Rental Property Lease Agreement begins on [START DATE] and continues on a month-to-month basis, renewing each month until terminated by either party under the terms of this Rental Property Lease Agreement.

3. Rent.

Tenant agrees to pay Landlord in advance, not later than the 1st day of each calendar month, a rent payment of \$[MONTHLY RENT]. This rent payment must be received by Landlord on or before the due date. Late fees will accrue at the rate of \$[LATE FEE] per day until paid or the highest permissible per day late fees allowed by law. Payments must be made in cash or by certified check or money order. Tenant shall obtain from Landlord a receipt acknowledging any cash payment at the time the payment is made.

4. Security deposit.

Upon execution of this Rental Property Lease Agreement, Tenant will deposit with Landlord the sum of \$[SECURITY DEPOSIT] as security for compliance with the terms of this agreement. Landlord is not required to keep security deposit funds in a trust account, nor required to pay

any interest on it, unless required by law. However, within 30 days of the termination of this tenancy (and Tenant vacating the Property), Landlord will refund to Tenant the entirety of the security deposit funds, less any funds retained to cover unpaid amounts due to Landlord under this agreement as set forth in an itemized statement to Tenant. Landlord will not charge against the security deposit the cost of repair or cleaning unless necessitated beyond the ordinary wear and tear on the Property. Tenant is not permitted to treat the Security Deposit as payment of any rent payment.

5. Move-in payments.

As a matter of clarification, the following sums will be due from Tenant to Landlord on the date of executing this Rental Property Lease Agreement:

First month's rent (prorated) [PRORATED RENT]

Security Deposit [SECURITY DEPOSIT]

Other [OTHER MOVE IN CHARGE]

6. Occupants.

The Rental Property will be occupied by Tenant only. Tenant will not be permitted to house guests at the Rental Property for more than three consecutive days without advance, written consent of the Landlord. No pets or other animals are allowed in the Rental Property, other than service animals as required to be permitted by law. This Rental Property Lease Agreement cannot be assigned nor the Rental Property sublet to any other person.

7. Maintenance and upkeep.

Tenant will maintain the Rental Property in clean and sanitary condition inside the residence. Furthermore, Tenant will promptly notify the Landlord of any problem, malfunction or damages to the Rental Property, appliances, and landscaping, in writing, so that the Landlord can take reasonable corrective actions. If the problem was caused by Tenants, or their guests or invitees, and not reasonable wear and tear on the Property, Landlord reserves the right to require Tenant to bear the costs of repair.

8. Modifications to Rental Property.

Tenant is not permitted to paint, or otherwise modify or materially alter the Rental Property without prior written consent of the Landlord.

9. Keys.

Tenant will be given keys to the Rental Property upon execution of this Rental Property Lease Agreement. Tenant is not permitted to make any copies of, or have any other keys made for the Rental Property. If keys are lost or additional keys are needed, Tenant can obtain them from the Landlord at for a reasonable replacement cost. All keys will be returned to Landlord upon termination of this lease.

10. Utilities.

Utilities for the Rental Property are included in the rental payments under this Rental Property Lease Agreement. Tenant agrees to only make reasonable use of all such utilities and not engage in wasteful practices such as leaving lights or appliances on all day.

11. Quiet enjoyment.

The Rental Property is to be used for residential use only, and Tenant will be respectful of the neighbors and community where the Property is located. No excessive noises or illegal conduct will be permitted on the premises.

12. Termination and vacating the premises.

This Rental Property Lease Agreement can be terminated on 30-day advance written notice by either party. If Tenant fails to comply with the terms of this agreement, misrepresented any material fact on Tenant's rental application, or rental payment has not been made by the fifth business day of the calendar month, this Agreement can be terminated by the Landlord, with appropriate notice to Tenant and procedures required by law. Upon termination of this tenancy, Tenant will promptly vacate and clean the premises, return all keys to the Landlord, and have the Landlord inspect the Rental Property for compliance with this obligation.

13. Rights of access.

Landlord and Landlord's agents are permitted to access the Property in the event of an emergency without prior notice, or with at least [NOTICE DAYS] advance written notice for any other purpose, such as to make repairs or show the Rental Property to prospective new tenants.

14. Additional provisions.

Additional provisions to this Agreement are the following:

[ADDITIONAL PROVISIONS]

15. Disclosures.

According to law, Landlord is required to provide you with the following disclosures:

[DISCLOSURES]

16. Applicable law.

This Agreement will be constructed and governed by the laws of the State of New York and the venue of any dispute over this Agreement will be in the County of [COUNTY] in the State of New York.

17. Dispute Resolution.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by confidential arbitration in New York City, before the New York State Arbitration Alternative's arbitrator(s) (the "NYSAA"). The arbitration shall be administered by the NYSAA either online or in person pursuant to its NYSAA Commercial Arbitration Rules & Procedures accessible at www.nysaa.nyc. The NYSAA Rules and Code of Ethics are hereby incorporated in this Agreement by reference. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties

from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

18. Entire agreement.

This Rental Property Lease Agreement is entire agreement between the parties. Any prior negotiations or discussions of terms between the Landlord and with respect to this tenancy are superseded by this written agreement. Any modifications must be in writing and signed by both parties. There are no understandings, representations or warranties except as herein expressly set forth and no rights are granted except as expressly set forth herein.

Executed by the Parties on the dates indicated below.

Date:

[Landlord Name]

[Landlord Notice Address]

[Landlord Phone]

[Landlord Email]

Date:

[Tenant Name]

[Tenant Address]

[Tenant Phone]

[Tenant Email]