

PETS: Tenant shall harbor no pets unless agreed to in writing and signed by Landlord. Tenant must notify Landlord of their intention to acquire a pet during their tenancy. An additional fee shall be paid to Landlord for pets as indicated in Section 10 of this lease.

Pet(s) permitted: _____

9) COSTS AND ATTORNEY FEES: Tenant shall pay the actual amount of all reasonable costs and attorney's fees incurred by Landlord in connection with successful action to enforce the Landlord's rights under this lease.

10) SECURITY DEPOSIT: A security deposit in the amount of \$_____ is required.

- Landlord may use the security deposit at the end of the lease as reimbursement for the reasonable cost of repairs beyond normal wear and tear, but including cleanliness, and may use the security deposit as payment of unpaid rent and fees incurred by Tenant during the term of the lease.
- Tenant agrees to pay for any damage to the apartment, building, or property that is caused by the tenant, tenant's family, or their guests.
- The deposit may not be used to pay rent for the last month of tenancy.
- If Tenant is permitted a pet, an additional fee shall be \$_____. This fee shall/shall not be refundable.
- Cleaning Charges: If the Tenant fails to leave the apartment in clean condition, a cleaning charge of \$40.00 per room shall be applied against the security deposit. In addition, a cleaning charge of \$40.00 for the stove and \$40.00 for the refrigerator shall be applied against the security deposit if these appliances are not left in clean condition. If the Tenant leaves the apartment in clean condition, these charges will be omitted.

11) USES: The apartment is leased for residential use only. Tenant shall not operate a business on the premises. Tenant agrees not to use the apartment for any illegal purposes.

12) CHANGES: Any changes, additions, or deletions to this lease must be approved by the Tenant and Landlord in writing to each other.

13) INSURANCE: The Landlord's insurance policy covers damage or loss by fire, theft, or otherwise to the building and Landlord's furnishings only. The Tenant is strongly suggested to protect their own personal property with renters insurance. The landlord assumes no responsibility for the Tenant's personal property and will be liable for damages only if it was the Landlord's negligence that caused the damages.

14) CARE OF LIVING UNIT: Tenant shall not paint or make any alterations to the property without written permission from the Landlord. Tenant agrees to maintain the apartment in a clean, reasonable, and habitable condition.

15) REPAIRS: Tenant shall give Landlord prompt notice of needed repairs to the apartment.

16) SUBLETTING/ASSIGNING: Tenants have the right to sublet the apartment with the Landlord's advance written consent.

- Tenant shall submit to Landlord a request to sublet in writing that includes: (a) reason for subletting; (b) term of sublease; (c) name, home and business address of the proposed subtenant; (d) Tenant's address during the sublet period.
- The Landlord may request more information about the subtenant in order to make a final decision. Landlord shall send the Tenant a notice of consent, or if consent is denied the reasons for denial, within thirty (30) days after receiving the request.
- Landlord may withhold consent to assign this lease. If the Landlord refuses consent, the Tenant cannot assign and is not entitled to be released from this lease.

17) SERVICES AND UTILITIES RESPONSIBILITY CHART:(Indicate who is responsible)

L=Landlord T=Tenant

_____ Pay heat	_____ Take out garbage/recycling for pick-up
_____ Pay electricity	_____ Leaf removal/Snow removal
_____ Pay water	_____ Other:_____

18) PARKING: If parking is available on the property, the Tenant may park their licensed vehicles in the _____ parking spaces provided at:_____

(Location of Tenant Parking)

- Guests of the Tenant should park:_____

(Location of Guest Parking)

19) RIGHT TO ENTER: Landlord may enter Tenant's apartment with reasonable proper notice at least 24 hours in advance, and at a reasonable time: (a) to provide necessary and agreed upon repairs or services; (b) to show the apartment to prospective purchasers or Tenants; or (c) to conduct an inspection of the apartment.

- Landlord may enter the apartment without Tenant's consent during emergencies.
- Tenant shall not install additional or different locks on any doors, windows, garages, or fences without written permission from the Landlord.

20) EXPECTATIONS: Under this lease, the tenant or their guests shall not use the premises in such a way as to disturb the quiet enjoyment and peace of any other Tenant or nearby resident. Indications of objectionable tenancy are included in the list below:

- Tenant or occupant has given false/incorrect information on the rental application.
- Landlord may terminate tenancy for two late payments within a four-month period.
- More than three complaints in a one-month period concerning activities of Tenant or guests.
- Tenant failure to allow Landlord to gain access to apartment.
- Tenant failure to take trash out for pick-up more than two times in a one-month period.
- Storage of unlicensed vehicles without a permit and Landlord permission.
- Tenant failure to notify Landlord within ten (10) days if a shelter allowance is no longer received. Tenants failure to pay a \$_____ cash security deposit.
- Failure to notify the Landlord of additional occupants within thirty days of their occupancy.
- If tenants behavior results in accumulating six or more public nuisance points and the problem is not cured, Landlord may terminate this lease. (Applicable for City of Rochester.)
- If Tenant fails to comply with the terms of this lease, Landlord will give a written notice of default stating the type of violation(s) and ten days for curing the violation(s). If Tenant does not cure the violation in the time stated or repeats the objectionable behavior, the Landlord may terminate the lease and the Tenant may face eviction proceedings.

21) RENEWAL: Sixty (60) days before the end of the lease the Landlord shall notify the Tenant whether renewal of the lease is being offered. If lease renewal is offered, Tenant shall notify Landlord at least 31 days before the end of the lease of intent to renew.

22) TERMINATION OF TENANCY: Termination of tenancy must be carried out lawfully and without holdover. Any termination of this lease by the Landlord must be carried out in accordance with state and local law, and the terms of this lease.

- Notwithstanding any other provision of this lease, Landlord may terminate this lease upon 30 days written notice to Tenant that the Premise has been sold.
- This lease shall be terminated by the Landlord or Tenant with a written notice in advance from the 1st of the month in which tenancy is to be terminated.
- Both the Tenant and Landlord may mutually consent to the termination of the lease.

23) ENFORCEMENT OF THE LEASE: The acceptance of rent or failure to enforce any term in this lease is not a waiver of any of the Landlord's rights. If a term in this lease is illegal, the rest of the lease remains in full force.

24) SURVIVORSHIP OF LEASE: The terms of this lease remain in full force as long as the Tenant resides in the premises even after expiration of the current lease or until a new lease is signed by the Landlord and Tenant.

25) ATTACHMENTS: The following Attachment(s), when signed by Landlord and Tenant, shall become a part of this lease with the full force and effect of the fully executed lease.

- **Attachment 1:** Landlord shall disclose any knowledge about the presence of lead-based paint and lead-based paint hazards in the apartment and building.
- **Attachment 2:** A Move-In/Move-Out Inspection Form is included with this lease to document the condition of the apartment at the beginning and end of tenancy.
- **Attachment 3:** An Inventory Form is included with this lease to document furnishings and appliances included with the apartment.

26) OTHER AGREEMENTS AND ATTACHMENTS:

27) SIGNATURES: The Tenant and Landlord have each received and signed identical copies of this lease. All adults living in this residence have signed below and have read and understood this lease and agree to the terms.

_____ (Landlord Signature)	_____ (Date)
_____ (Tenant Signature)	_____ (Date)
_____ (Tenant Signature)	_____ (Date)
_____ (Tenant Signature)	_____ (Date)
_____ (Tenant Signature)	_____ (Date)