

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, is between The Vineyards of Fredonia, LLC, the owner, hereinafter called "Landlord," and _____, hereafter called "Tenant."

1. Property. Landlord leases to Tenant, in reliance on the Tenant's application therefore, and Tenant rents from Landlord for the term of this Agreement apartment located at 240 Temple Street, Fredonia, NY _____, upper/lower under the terms and conditions set forth herein.

2. Term. The initial term of this Lease shall be _____, beginning on _____, 20__ and ending on _____, 20__.

3. Rent. The/Each Tenant(s) agree(s) to pay to the order of Thomas J. Whitney at 5 Sunset Drive, Fredonia, NY 14063 the annual rent of _____ dollars (\$ _____) in monthly payments of _____ dollars (\$ _____) due on _____.

4. Late Payments and Returned Checks. A late charge of \$25.00 shall be charged Tenant for each month rental payment is delinquent, commencing on the 5th day from the due date. Tenant agrees to pay an additional charge of \$25.00 for each check returned unpaid by the bank. Tenant agrees to pay all late rents in the form of cashier's check, certified check, or money order.

5. Deposits. Each tenant shall pay a security deposit equal to one months rent. It is agreed that included in the security deposit, each Tenant is paying a \$25.00 Key Deposit, refundable approximately 45 days after termination of residency and return of keys. The security deposit is refundable and will be returned to the Tenant within 45 days after the apartment is vacated, if the Lease has been properly terminated, and to the extent the security deposit exceeds the actual cost of cleaning, painting, and damage repairs, normal wear and tear excluded. If the actual cost of damage or breach of the terms of this Lease exceed the amount of Security Deposit, Tenant shall personally pay any excess cost. Tenant shall not apply any portion of the security deposit against unpaid rent. Tenant acknowledges that the premises are in good condition at commencement of this Lease.

6. Utilities. Tenant shall pay for the following utilities: Gas, electric, telephone, water _____. It is the Tenant's responsibility to follow any and all regulations regarding the recycling and disposal of garbage as set forth by the Village of Fredonia. **It is the tenant's responsibility to bring the garbage to the curb and return the garbage cans to the appropriate location. If the garbage is strewn about the yard, it is the responsibility of the tenants to clean up the mess. If the landlord is required to do this, then the tenants will be charged at the rate of \$35 per hour for clean up.**

7. Security System. Each unit is hard wired by DFT Security to provide Central Monitoring and Dispatch Service 24 hours a day. Each unit has a keypad that will access the Fire Department, Police or Emergency medical technicians immediately in the event of an emergency. Each unit has a separate sprinkler system, if the system is activated, DFT

Central Monitoring and Dispatch Service will immediately be notified and the fire department will be called. There is also a low temperature sensor that will notify Central Monitoring if the boiler fails and the temperature in the apartment gets below 55 degrees Fahrenheit, beneficial if one is traveling for an extended period of time. There is a one time activation fee of \$25 and the monthly service fee is \$25. By initialing I agree to have the \$25 monthly service fee added to my monthly rent. _____

8. Use. Tenant agrees to use the premises solely as a private residence for the occupants and no other person or persons without the written consent of the Owner. Tenant also agrees to use the premises and all common areas in accordance with the Rules and Regulations, a copy of which Tenant has received and which by this reference are made a part hereof, and further agrees not to violate any law or ordinance of any governmental authority with respect to the premises or any common areas. Tenants will not exceed _____ adults. Tenant agrees to use good judgment and thoughtfulness for others in the use of apartment. Tenant further agrees not to commit, suffer, or permit any waste or nuisance in, on, or about the said premises, or in any way to annoy, molest, or interfere with any other Tenant or occupant, not to use in a wasteful or unreasonable or hazardous manner any of the utilities furnished by the management.

9. Pets. No pets or animals of any kind may be brought onto any part of the apartment community at any time, except on express written consent of the Landlord as contained in the Pet Agreement.

10. Automobile Parking. It is expressly understood and agreed that the assigned parking space at said premises is limited to private passenger vehicles and that Tenant shall have no right to store any vehicles, boats, or trailers, or other property. The Tenant hereby grants to the Landlord the undisputed right to remove any vehicle from the parking space which is inoperable in management's opinion, and remains inoperable for 30 consecutive days. Tenant further agrees that any vehicle owned by Tenant remaining on the property after termination of this Lease may be immediately removed by the Landlord with full immunity from damages for such removal.

11. Renewal Term. The new lease must be signed thirty (30) days prior to the expiration of existing lease. Leases do not automatically renew or extend on a month-to-month basis.

12. Termination. Upon termination of this Lease, Tenant shall vacate the premises, remove all personal property belonging to him, and leave the premises in the same condition as he found. Rent shall be paid to and including the date of termination of occupancy.

13. Alterations and Improvements. Tenant shall make no alterations of or improvements to the premises without obtaining Landlord's written consent in advance, including, without limitation, painting, wallpapering, permanent shelving, and flooring, and the changing of locks. Tenant agrees to restore the apartment to its prior condition upon moving out.

14. Noise. Tenant agrees not to allow on the premises any excessive noise or any other objectionable behavior which disturbs the peace and quiet of other Tenants.

15. Injuries or Damage. Neither Landlord nor the owner of the apartment community shall be liable to Tenant for any loss or damage to the Tenant's effects, except where such is due

to Landlord's negligence. It is agreed that it is the Tenant's responsibility to insure the Tenant's property and safeguard against personal loss. If tenant has a waterbed on the premises, this insurance is required naming Landlord as loss payee.

16. Indemnification. Tenant agrees to save and hold Landlord harmless from any claims, or damages arising as the result of Tenant's failure to comply with any requirements imposed by any governmental authority, failure to fulfill any of the terms or conditions of this Lease, or negligence.

17. Possession. Failure to deliver possession of the premises at the time herein agreed upon shall not subject Landlord to liability for damages beyond the amount of the deposit received from the Tenant.

18. Abandonment. Tenant's absence from the premises for 60 consecutive days, while all or any portion of the rent is unpaid, shall be deemed abandonment of said premises, and this Lease at Landlord's option may immediately terminate without further notice. Tenant's belongings will be inventoried, stored, or disposed of, and apartment re-rented without any liability of Landlord to the Tenant whatsoever.

19. Furniture. If apartment is furnished, inventory shall be attached hereto and made a part hereof, and signed by the Tenant.

20. Repairs. Tenant agrees to keep the apartment, equipment, and fixtures therein in a clean and sanitary condition. Management agrees to make necessary repairs to apartment upon written notice from Tenant. If damage is caused by Tenant or guest, other than normal wear and tear, Tenant may repair such damage at his own expense to condition as approved by landlord. Upon Tenant's failure to repair, Landlord may, after reasonable notice, make such repairs and Tenant shall be liable to Landlord for the cost incurred by Landlord. Tenant agrees to pay Landlord for the cost of such repair with the next rent payment.

21. Transferability. This Lease is not transferable without prior written consent of Landlord, nor shall Tenant sublet all or any part of the premises with such prior written consent.

22. Cost of Collection. In the event suit is necessary to enforce any of the provisions herein contained, or to recover possession, Tenant agrees to pay Landlord reasonable attorney fees and court fees, and delinquent amounts and damages.

23. Destruction of Premises. In the event apartment is made uninhabitable by fire or other causes, this Lease may be terminated by either party upon reasonable notice.

24. Failure of Management to Act. Landlord's failure to insist upon strict compliance with this Lease and waiver of rights against Tenant in one default shall not constitute a waiver regarding any other default.

25. Other Covenants. Tenant's application to rent and community policies are a part of the Lease Agreement, and the terms, conditions, and representations shall be binding upon the heirs and successors.

26. Right of Entry. Landlord reserves the right to enter Tenant's apartment at reasonable times to inspect and make repairs, and Tenant agrees that the Landlord may show apartment to prospective purchasers and to prospective applicants.

27. Default. Any breach or violation of any provision of this Lease, including addenda, by Tenant or any untrue or misleading statement in Tenant's rental application shall give Landlord the right to terminate this Lease and take possession.

28. Notices. Any notice to be given by either party to the other shall be in writing, either delivered personally, or sent by U.S. mail, prepaid, to Tenant at the address of the apartment, and to the Landlord at 5 Sunset Drive, Fredonia, NY 14063.

29. Severability. Parties agree that if any clause of this Lease is for any reason unenforceable, the validity of the remainder of this Lease shall not be affected.

30. Entire Agreement. This Lease and any attached addenda constitute the entire agreement between the parties and no other statements shall be binding.

31. Modifications. Any modifications, changes, or additions to this Lease must be in writing and signed by both parties.

32. Applicable Law. This Lease shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have signed this Lease Agreement this _____ day of _____, 20__.

Tenant's Signature

Tenant's Signature

Tenant's Printed Name

Tenant's Printed Name

Social Security Number

Social Security Number

Permanent Address

Permanent Address

Permanent Phone Number

Permanent Phone Number

By: _____
Landlord's Signature
The Vineyards of Fredonia, LLC

RULES AND REGULATIONS

- 1. SIGNS AND ATTACHMENTS.** Nothing shall be placed on, or hung from, the outside of the building, windows, doors, patios, or balconies. No signs or advertising notices of any kind shall be attached to any part of the outside of the building. Names shall be displayed on doors and mailboxes only in the manner designated by Management.
- 2. ENTRANCES, WALKS, ETC.** Entrances, walks, elevators, vestibules, halls, stairways, landings, and other public areas outside of the apartments shall not be obstructed or used for any other purpose than for ingress or egress to and from the building or apartments. It is the responsibility of the Tenant to keep the entrances, walks, and driveway clear of ice and snow.
- 3. LOCKS AND KEYS.** No locks shall be changed or added in any way, to any door except with prior written consent of Owner or Management. There shall be a charge for replacing lost keys (\$15.00) opening doors for Resident lockouts (\$25.00) and for keys Resident fails to return (\$25.00). Residents are not permitted to have the copies duplicated. SEE LEASE.
- 4. DISTURBANCES AND NOISES.** Loud noises and other disturbing acts in the apartment or on adjoining property that interferes with the rights, comforts, or convenience of other residents are prohibited at all times.
- 5. WALLS, ALTERATIONS, ETC.** The walls, ceilings, and woodwork must not be marred by driving nails, tacks, or screws, or by otherwise defacing the same, except for standard picture hooks, shade and curtain rod brackets. No alterations, additions, or improvements shall be made in the apartment without the prior written consent of the Owner or Management.
- 6. OCCUPANTS AND GUESTS.** No occupants other than those listed on Rental Lease will be allowed to establish residency without prior written permission of Owner or Management. Residents shall be responsible and liable for the acts of their guests. Acts of guests in violation of the lease, or Management's rules and regulations, may be deemed by Management to be a breach by Resident.
- 7. STORAGE.** Storage areas may be provided for by the Owner and if such are established, storage in such areas shall be at the Resident's risk and neither the Owner nor Management shall be responsible for any loss or damage from fire, theft, or otherwise. Nothing of any kind that would increase fire risk shall be taken to or placed in storage areas.
- 8. PORCHES AND PATIOS.** Porches and Patios shall be kept neat and clean at all times and Resident shall not store or hang rugs, towels, laundry, wash, or other such items on the railings or other portions of the porch or patio. Bicycles, furniture, carts, and similar items should be kept in the apartment or in storage, if available, and may not be kept on porch or patios, or in or about entranceways at any time. Any such items found in these areas will be removed by the maintenance staff. No dust, rubbish, litter, or anything else shall be swept, thrown, or emptied from any of the windows or porch or patios or into the halls or entranceways.
- 9. PARKING.** Parking shall be permitted only in those areas or spaces designated by the Owner or Management. Inoperable and/or unlicensed vehicles shall not be parked or stored on the property. Any vehicles that are improperly parked, inoperable, or unlicensed may be towed away at the expense of the vehicle's owner. Resident agrees to abide by parking regulations and to notify and to require guests to abide by such parking regulations.
- 10. GARBAGE AND TRASH.** Garbage receptacles shall be used as directed by Management. Garbage and refuse shall be placed in designated garbage receptacles or incinerators, not on the ground or floor around such receptacles. It is the Resident's responsibility to dispose of unwanted items not normally picked up by the Village of Fredonia. SEE LEASE ITEM 6. It is the Resident's

responsibility to keep the area around the garbage cans and the front lawn free of any loose or stray garbage.

11. DRAPES AND SHADES. Drapes and/or shades must be installed over all windows and glass doors. All drapes and shades shall have a white lining to present a uniform exterior appearance and cleaning shall be at the Resident's expense.

12. PETS. No animals of any kind shall be permitted on the premises without the prior written permission of the Owner or Management. Animals that are permitted on the premises shall remain in the apartment except when carried or taken out on a leash. Management reserves the right to revoke the privilege of having animals at any time. Any disturbance by any animal that disturbs residents, interferes with their peace and quiet, or comfort will be subject to whatever action that Management deems proper to take. Damage and cleanup are the responsibility of Resident. Management reserves the right to require any Resident who has a pet to put up an additional security deposit, in addition to the security deposit provided for in the lease.

13. WATER BEDS. No water beds shall be allowed in the apartment without prior written consent of Owner or Management.

14. SOLICITING. Soliciting of any type is not permitted, except by individual appointment with Resident. Resident should notify Management if an uninvited solicitor appears and appropriate action will be taken.

15. INSURANCE. Owner and Management recommend that the Resident obtain personal insurance and personal liability insurance. The Owner has no insurable interest in Resident's personal property and will not be liable for acts of Resident, Resident's family, guests, or invitees.

16. PROPER CARE AND MAINTENANCE OF APPLIANCES, FIXTURES CARPET & VINYL. See attached manufacturer's recommendations for the use and care of the: refrigerator, garbage disposal, range, bathroom fixtures, vinyl & carpet. Proper use of the toilet: do not put anything except toilet paper in the toilet. Never put kleenex, kotex, or any other objects other than intended use.

17. MODIFICATIONS. Owner reserves the right at any time to change or rescind one or more of these rules and regulations or to make and enforce such other reasonable rules and regulations as in Owner's judgment may be deemed advisable to promote the safety, care, and cleanliness of the premises and for preservation of good order.

18. VIOLATIONS. Three or more violations of the Rules and Regulations within a 12 month period may result in the termination of your lease.

Acknowledge receipt of Rules and Regulations and agree to be bound by and comply with these Rules and Regulations this _____ Day of _____, 20__.

Resident's Signature

Resident's Signature

BY: _____
The Vineyards of Fredonia, LLC