

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of _____ by and between WNU LLC and their successors and assigns ("Landlord") and the Tenant(s) listed below (collectively, "Tenant"). Landlord hereby agrees to lease to Tenant and Tenant hereby agrees to lease from Landlord the premises known as _____.

TENANT AND PARENT/GUARDIAN CONTACT INFORMATION

Each Tenant must complete their own contact information below, along with the name, email, and phone number of a parent or guardian. If there is more than one Tenant, all provisions binding the Tenants shall be deemed joint and several.

#	Tenant Name	Tenant Email	Tenant Phone	Parent/Guardian Name	Parent/Guardian Email	Parent/Guardian Phone
1						
2						
3						
4						
5						
6						
7						
8						

1. TERM: This lease shall be for _____ beginning on _____ at 12:01 a.m. and ending on _____ at 11:59 p.m.

2. RENT: Tenant's total rent shall be _____ Dollars (\$_____) and shall be payable in advance, in monthly installments of _____ Dollars (\$_____) per month, due on the 1st day of each month. Rents are payable to WNU LLC and shall be delivered to Landlord electronically via landlord payment portal. Landlord shall consider rent paid on the day received.

Common Area Maintenance (CAM) Fee: A one-time common area application fee of \$300 per tenant is due at lease signing. The CAM Fee covers yard maintenance, furniture, and water.

3. LATE CHARGES AND OTHER CHARGES: Rent shall be considered late unless it is received by the Landlord within five (5) days after the due date. If rent is late, Tenant must pay a Fifty Dollar (\$50.00) late charge. All tenants are collectively responsible for the full rent amount.

4. SECURITY DEPOSIT:

At the time this lease is signed, Tenant shall deposit with Landlord a security deposit in the sum of _____ Dollars (\$_____) (not to exceed one month's rent) to secure Tenant's full and faithful performance of all terms and conditions of this Lease.

The security deposit shall be returned to Tenant within the time allowed by law after the termination or expiration of this Lease, but only if Tenant has (a) fulfilled all terms of this Lease, (b) vacated the premises, and (c) returned the keys to Landlord. Landlord may deduct from Tenant's security deposit sufficient amounts to pay for: (1) all

rental obligations or other charges which have not been paid in full; (2) the cost of any repairs or replacements not resulting from normal wear and tear; and (3) any other costs or expenses, including attorneys' fees, arising from Tenant's failure to comply with the terms of this Lease.

5. POSSESSION: While Landlord shall make every effort to have the Premises ready on time, including all appliances, fixtures, and electricity delivered in working order, Landlord shall not be liable to Tenant for any damages resulting from Landlord's failure to deliver possession at the time agreed upon under this Lease. This Lease shall not be affected by any such failure, but Tenant shall not be charged any rent until Tenant is given possession. Even if Tenant receives late possession, the Lease will still expire on the date indicated in Paragraph 1.

6. USE AND OCCUPANCY:

Tenant shall occupy and use the Premises as a private dwelling and for no other purpose.

Tenant agrees to use and occupy the Premises in a clean and safe manner and in accordance with all local, county, state, and federal laws and regulations. Tenant shall not use the Premises or permit them to be used for any disorderly or unlawful purpose or in any manner disturbing to neighbors.

Tenant agrees to take good care of the Premises and all equipment and fixtures contained therein. Tenant shall be responsible for any damage to the Premises, its equipment, or fixtures.

7. PETS: Tenant shall not keep animals or pets of any kind on the Premises.

8. UTILITIES: Tenant shall arrange for and pay all utility services required on the Premises, including electricity, WI-FI, and heat. The Tenant shall be responsible for transferring the electric utility account into their name for the duration of the Lease term.

9. FURNISHINGS: Said furnishings accepted "as is" and must be in the same condition at the end of this lease as at the time the Tenant takes possession. Each bedroom includes a full-size bed, desk, desk chair, and one dresser. House will include a kitchen table & chairs. Appliances in kitchen will include one refrigerator and one stove.

10. LOCKS AND KEYS:

Tenant agrees to pay Landlord's cost of replacing keys for each key lost. If Tenant fails to return keys upon termination of this lease and Landlord changes the locks, the cost of the lock change and new keys will be deducted from the security deposit.

If Tenant locks themselves out of the Premises, Landlord will charge a fee of \$50 to let the Tenant into the Premises.

Tenant agrees not to change or add any additional locks without Landlord's prior written permission. If Tenant changes or replaces a lock, or adds a new lock, Tenant will promptly give Landlord a duplicate key at Tenant's expense, and Landlord shall not reimburse Tenant for any cost or expense incurred.

11. ENTRY AND INSPECTION:

Landlord may enter the Premises during reasonable hours and with reasonable notice in order to (1) inspect it, (2) grant access to prospective tenants or purchasers to inspect the Premises, including all rooms and spaces, at reasonable times upon prior notice, and (3) make any alterations, repairs, or improvements which the Landlord shall deem necessary or desirable.

Tenant's obligation to pay rent shall not cease during the period that Landlord is making any alterations, repairs, or improvements, unless otherwise stated in this Lease.

12. ASSIGNMENT OR SUBLETTING:

Tenant shall not assign this Lease or sublet or transfer the Premises or any part thereof without Landlord's prior written approval.

Landlord's written approval of any assignment or subletting shall not act as a waiver of Landlord's right to approve future assignments or subleases.

Tenant shall remain bound by the terms of this Lease, notwithstanding such assignment or sublease, even if Landlord accepts rent from an assignee or sublessee. Tenant shall be responsible for the acts of anyone on the Premises.

13. LIABILITY:

Landlord shall not be liable for any loss or damage to Tenant's property located on the Premises or surrounding grounds or, absent negligence, for any personal injury to Tenant and Tenant's invitees.

Tenant expressly waives all claims against Landlord for any property damage or personal injury except those claims occasioned by Landlord's negligence.

Tenant shall be responsible for the acts of Tenant's family, guests, employees, or others.

Tenant shall not keep or have on the leased Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased Premises, or that might be considered hazardous or extra hazardous by any insurance company.

14. INSURANCE: Tenant is required, as a condition of this Lease, to obtain and maintain renter's insurance for the full term of the tenancy, covering the full value of Tenant's personal property and providing liability coverage of not less than \$100,000 per occurrence. The policy shall name WNU LLC as an additional insured. Tenant shall provide Landlord with proof of such insurance, including the additional-insured endorsement, prior to occupancy and upon each renewal. Failure to obtain or maintain the required insurance, or to provide proof of same upon request, shall be considered an act of default under this Lease. Tenant acknowledges that if Tenant fails to obtain and maintain the required insurance, Tenant alone shall bear the consequences of any loss or damage to Tenant's personal property.

15. CHANGES, ALTERATIONS AND ADDITIONS: Tenant shall not make any structural changes, alterations, or additions without Landlord's express written consent. This includes, but is not limited to, installation of or alterations to heating or air conditioning equipment, plumbing, or painting. Any structural changes, alterations, or additions made with Landlord's express written consent shall remain upon the Premises and become a part thereof unless Landlord notifies Tenant otherwise.

16. RULES AND REGULATIONS: Tenant agrees to abide by all of Landlord's rules and regulations which may be imposed from time to time. Such rules and regulations are considered part of this Lease.

17. REPAIRS:

Tenant shall take good care of the Premises, its fixtures, and equipment and keep them in good working order. Tenant shall immediately notify Landlord when any maintenance or repairs are necessary to the Premises.

Tenant shall be responsible for the cost of maintenance or repairs resulting from Tenant's neglect or misuse of the Premises.

If Tenant fails to immediately notify Landlord of the need for repair or maintenance, and additional damage occurs which could have been prevented by prompt repair, Tenant shall be responsible for the cost of repairing the additional damage even if the original damage was not Tenant's fault. Landlord shall use best efforts to promptly repair or replace any damaged or defective areas, appliances, or equipment within the Premises.

18. DUTY OF TENANT TO REPORT PROBLEMS: Tenant must report water leaks, plumbing and heating problems, or any other problems to the Landlord within 24 hours of discovery.

19. PLUMBING: Tenant shall be held responsible for all costs related to Landlord's repair or maintenance of any plumbing stoppage or slow-down caused by Tenant, whether accidental or purposeful. Tenant agrees not to place into any drain lines non-approved substances such as cooking grease, sanitary napkins, flushable wipes, feminine products,

diapers, children's toys, or other similar objects that may cause a stoppage. Tenant shall notify Landlord of any plumbing leak or slow drainage within 24 hours to avoid additional charges. Landlord shall use all reasonable efforts to remedy the plumbing problem. Tenant shall only use a plunger to attempt to fix a slow or stopped drain and shall not pour chemical or other drain cleaners into any stopped or slow drains. Tenant shall also be responsible for any plumbing system freeze-ups occasioned by Tenant's negligence.

20. HEATING AND AIR CONDITIONING DEVICES: The Tenant shall not use any electrical heating or air conditioning device not provided by the Landlord without the Landlord's written permission. The house must be maintained at a minimum of 55 degrees Fahrenheit at all times, including when Tenant is out of town or the Premises are otherwise unoccupied, in order to avoid plumbing freeze-ups and resulting damage. Any costs of damage resulting from Tenant's failure to maintain the minimum temperature shall be Tenant's responsibility. Tenant shall maintain active electric service in Tenant's name for the entire Term of this Lease, without interruption, regardless of occupancy or Tenant's presence at the Premises.

21. SMOKE AND CARBON MONOXIDE DETECTORS: Tenants are responsible for maintaining both devices. Tenant shall test all carbon monoxide and smoke detectors at least once a month and shall replace the batteries (using only the recommended type) at least twice a year. Tenant shall listen for a low-battery alarm sound and replace the battery immediately when heard. Tenant shall never paint over a detector. Tenants are responsible for replacing any detector that has been stolen, removed, is missing, or has been rendered inoperable during occupancy.

22. CASUALTY AND EMINENT DOMAIN:

If a substantial part of the Premises is damaged by fire, flood, or other casualty loss, or taken by eminent domain, Landlord may terminate this Lease upon 30 days' notice. If the casualty or taking makes the Premises unusable for normal purposes, Tenant shall not be required to pay rent for the time the Premises are unusable. If part of the Premises can be used, Tenant shall pay rent for the usable part, adjusted proportionately.

In the event of fire or other casualty loss not caused by Tenant, Landlord shall only be responsible for repairing the damaged structural parts of the Premises or any equipment, fixtures, or furnishings originally installed by Landlord. Tenant is responsible for repair or replacement of Tenant's personal property.

If Tenant causes fire or other casualty, all repairs will be made at Tenant's expense, and Tenant will continue to pay the full rent due under the Lease.

23. RENTAL APPLICATION: Tenant's rental application is made a part of this Lease as if fully set forth. Any substantial misrepresentation in the Rental Application, whenever discovered, shall be considered an act of default entitling Landlord to terminate this Lease upon three (3) days' written notice to Tenant.

24. NOTICES:

If this Lease requires or allows either party to give notice, such notice shall be in writing and delivered in accordance with law.

Notice to Landlord shall be sent to: _____. Notice to Tenant shall be sent to the Premises address stated above.

26. DEFAULT: Tenant agrees that the happening of any of the following shall be considered an act of default:

- Tenant's failure to pay rent when due or to pay any other charge required under this Lease;
- Tenant's assignment or sublet of all or a portion of the Premises without Landlord's written approval;
- Tenant's abandonment of the Premises;
- Tenant's false or misleading statement in Tenant's Rental Application;
- Tenant's use or occupancy of the Premises for an unlawful or illegal purpose;
- A termination of any utility service required to be provided by Tenant under this Lease;

- Tenant's failure to obtain or maintain the insurance required under Paragraph 14;
- Tenant's failure to comply with any other term, condition, covenant, obligation, or agreement contained in or made part of this Lease.

In the event of an act of default, Landlord may: commence an action to evict Tenant and recover all damages permitted by law; if Tenant has abandoned the Premises, reenter and take possession, including all improvements, equipment, and fixtures, and remove Tenant's property; elect to treat the Lease as continuing and commence legal proceedings to recover damages; or take any other action permitted to Landlord by law. If Landlord reenters and takes possession, Landlord shall use reasonable efforts to relet the Premises on Tenant's account, charging fair market rent or the rent agreed to under the Lease, whichever is less, and shall apply payments first to Landlord's costs and expenses, next to amounts due under the Lease, with any balance retained by Landlord or disbursed to Tenant as required by law. If Tenant defaults, all rents and other charges due for the unexpired term shall become immediately due and payable, and Tenant shall be responsible for all of Landlord's costs, including reasonable attorneys' fees, incurred as a result of the default.

27. SURRENDER OF PREMISES UPON TERMINATION:

Tenant shall move out of the Premises by 11:59 p.m. on the last day of the term of this Lease, or sooner upon early termination as permitted under this Lease or by law.

In order to extend or renew this Lease, Landlord shall receive written notice of Tenant's request for extension or renewal at least sixty (60) days prior to the last day of the term. Landlord reserves the right to deny such extension or renewal in Landlord's sole discretion.

28. ATTORNEYS' FEES: If an action is commenced by either party for breach of any provision of this Lease, the prevailing party shall be entitled to all costs of the proceedings, including but not limited to reasonable attorneys' fees.

29. SUBORDINATION: Tenant agrees that this Lease is subject to all underlying leases and mortgages affecting the Premises and all renewals, modifications, or amendments thereof.

30. REMEDIES NOT EXCLUSIVE: Each of the rights and remedies given to Landlord in this Lease or by law are cumulative, and the exercise of one right or remedy does not prevent Landlord from exercising any other right or remedy.

31. LIABILITY OF MORE THAN ONE TENANT: If this Lease is signed by more than one person as Tenant, each person signing shall be liable individually and together under the terms of the Lease. Landlord shall not have to sue or proceed against all parties, but may sue or proceed against any of them to enforce Landlord's rights and remedies under the Lease.

32. SEVERABILITY: If any provision of this Lease should be or become invalid, all other provisions of the Lease shall remain in full force and effect.

33. WAIVER: Landlord's waiver of any provision of this Lease shall not be construed as a waiver of a further violation of such provision. Landlord shall not be deemed to have waived any of Landlord's rights unless such waiver is in writing and signed by Landlord, and only to the extent set forth in the waiver.

34. ENTIRE AGREEMENT: This agreement constitutes the sole and exclusive writing evidencing all of the terms of the Lease, and it replaces and supersedes all prior oral and written agreements. This Lease may not be supplemented by any other agreement (except the Rental Application and Premises Condition Statement), oral or written, and may not be modified, changed, or waived except upon a writing executed by all parties to this Lease.

35. CHOICE OF LAW: The validity, interpretation, and construction of this Lease shall be determined by New York State law.

36. MISCELLANEOUS: The following additional terms apply to the rental of the Premises:

- Tenants shall be responsible for all snow removal from the Premises.
- No unregistered or uninsured vehicles are allowed at the property at any time.
- Tenants are required to place all trash at the curb on designated collection days and must ensure trash bins are not overflowing. For disposal of large items, Tenants must arrange a pickup through the applicable Department of Public Works. Tenants shall be responsible for paying any fines or penalties incurred due to improper trash disposal or misconduct.
- Smoking is strictly prohibited on the Premises. Any violation of this rule will result in a cleaning fee, which Tenant shall be responsible for paying.

38. SALE OF PROPERTY: If the Premises is sold during the Lease Term, Tenant shall be provided with written notice of the contact details of the new Owner. In the event of a change in management, Tenant shall also be provided with the new Manager's contact information for purposes of coordinating repairs and maintenance. If the Premises is transferred or conveyed to another party, the new Owner shall not possess the right to terminate this Agreement.

THE FOLLOWING ADDENDA ARE INTENDED TO BE ANNEXED HERETO AND FORM A PART OF THIS CONTRACT:

- ☐ Disclosure Regarding Real Estate Agency Relationships
- ☐ Equal Opportunity
- ☒ Lead Based Paint Addendum
- ☐ Other: _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first written above.

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Landlord: _____ Date: _____

WNU LLC