**LEASE**

*between*

**Properties of Hope, LLC**

*and*

Tenant(s)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*for property located at*

**­**

1. **TERM**

This apartment lease agreement starts on \_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_ and ends on \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_. If the Tenant(s)s do not vacate by the term of the lease or within 30 days written notification by the Landlord they agree to pay the equivalent of a full-months rent installment for every portion of a month they occupy at a rate of 1 ½ times the monthly rent installment rate stated in this lease. In addition, if the Tenant(s)s fail to fully vacate the house by the term of this lease and according to all its provisions, or within 30 days written notification by the Landlord, and any previous incident has occurred that may indicate to the Landlord that a final vacate date cannot be relied upon, the Tenant(s)s agree to pay for a full additional calendar month of rent at the rate of 1 ½ times the monthly rent installment rate stated in this lease to provide the Landlord time to re-rent the apartment to new Tenant(s)s and be able to provide those Tenant(s)s with a reliable date they can plan on. The lease is non-cancelable by the Tenant(s)s. The lease is not binding on the Landlord until a full month’s rent and full month’s security deposit has been received from the Tenant(s)s by the Landlord. The Landlord shall not be liable for failure to give Tenant(s) possession of the apartment on the beginning date of the Term. If the Tenant(s) fails to occupy the house within 15 days of the start date of this lease, the Landlord reserves the right to full cancellation of this lease and to retain all money received to that date. The Term of this lease can be terminated by the Landlord at any time, if the Landlord, should in his judgement, deem the Tenant(s)s to be “problem Tenant(s)s” as the Landlord defines the term “problem Tenant(s)s.”

1. **RENT**

Tenant(s) agrees to pay the Landlord rent of **$\_\_\_\_\_** Rent of **$\_\_\_\_\_\_\_** is due on the 1st of each calendar month. Unless otherwise notified in writing by the Landlord, the rent must be mailed to: **Properties of Hope, LLC, P.O. Box 17411, Rochester, NY 14617,** paid in person via **cash** or paid via CashApp at **$PropertiesOfHopeLLC**. Tenant(s) 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(s) fails to pay the added rent on time, the Landlord shall have the same rights against Tenant(s)s as if Tenant(s) failed to pay rent. Payment of rent in installments is for Tenant(s) convenience only. If Tenant(s) defaults, Landlord may give notice to Tenant(s) that Tenant(s) may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable. The Landlord need not to give notice to pay the rent. Rent must be paid in full with a single check. If Tenant(s) fail to pay rent by the 7th of the month, a late payment charge of 5% of the monthly rent installment will be assessed, which must accompany the rent check. Failure to pay within 10 days after rent is due will result in early termination of this lease to the Landlord. Any late payments will affect the status of the security deposit. Any check not honored by the bank shall be considered late and will be subject to a late charge. Any incident of insufficient funds for a check not honored by the bank will give full right of early termination of this lease to the Landlord and all other provisions in this lease.

1. **SECURITY DEPOSIT**

A security deposit of **$\_\_\_\_\_\_\_\_** is to be held by the Landlord. If the Tenant(s)(s) fully perform all terms of this lease and leave the apartment in good condition by the last day of the terms, the security deposit will be returned in full after the Tenant(s) vacate. Security deposits cannot be used for the last months rent. If the Tenant(s) violate this or any other provisions of this lease the Tenant(s)s agree to pay a fine in the amount of 1 ½ month’s rent installment to the Landlord, as well as agree to pay double financial payment of any violation of this lease. If the Landlord used the security in part or in whole, the Tenant(s) shall, upon notice from the Landlord, send to Landlord an amount equal to the sum used by Landlord. At all times Landlord is to have the amount of the security deposit stated above. If Landlord sells or leases the Building, Landlord may give the security to the buyer or lessee. In that event Tenant(s) will look only to the buyer or lessee for return of the security. The Tenant(s) has not right to use the security.

1. **LANDLORD**

Landlord means the owner in possession of the building. Landlord’s obligations end when Landlord’s interest in the building or apartment is transferred. Any acts Landlord may do be performed by Landlord’s agents or employees.

1. **SUBLET**

Tenant(s) cannot sublet or assign the apartment without the consent of the Landlord. Tenant(s) remains bound to the terms of this Lease after a permitted assignment or sublet even if the Landlord accepts the rent from the assignee or subtenant(s). The assignee or subtenant(s) does not become Landlord’s Tenant(s).

1. **EARLY TERMINATION OF LEASE**

The lease can be terminated early by paying the equivalent of 2 months rent installments (not using the Security Deposit as part of payment), provided all provisions of the lease are adhered to and the Landlord does not fine the Tenant(s) liable for the failure to comply by any of the terms of this lease. IN the event the property is sold, this lease may be only terminated by the new owner(s), not by the Tenant(s).

1. **NOTICES**

Any notice to the Landlord must be in writing and sent certified mail.

1. **SUBORDINATION**

This Lease and Tenant(s)’s rights are subject and subordinate to all present and future: (a) leases for the building or the land on which it stands, (b) mortgages on the lease or building or land, (c) agreements securing money paid or o be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Tenant(s) must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant(s) authorizes Landlord to sign these certificate(s) for Tenant(s).

1. **CONDEMNATION**

In the event the building or apartment is condemned by any legal authority, or loss in part or in whole to fire or other damage, the Tenant(s) agrees to deliver the apartment back to the Landlord with all rent due to that date. Tenant(s) shall make no claim for the value of the remaining part of the Term.

1. **DEFAULT**

In the event the Landlord must sue the Tenant(s) for losses due to damages or failure to abide by the terms of this contract, and a judgement is found in favor of the Landlord in whole or in part, the Tenant(s) agree to compensate the Landlord for all costs, expenses, and associated legal fees incurred by Landlord to satisfy the judgement in full. In addition, the Tenant(s) hereby waive the right to redeem this lease.

1. **USE**

Only the individuals signing this lease may reside in the apartment. The Landlord reserves the right to enter the apartment with 24-hour notice to inspect as well as to show possible buyers, inspectors, or potential Tenant(s)s. The apartment must be kept clean. No loud noises or disturbing other Tenant(s). Smoking is not permitted. Pets are not allowed in the apartment without the Landlord’s written consent. Anyone found harboring a pet without the Landlord’s written consent is subject to a $500.00 charge and subject the lease to immediate cancellation by the Landlord. Tenant(s) can be required by the Landlord to remove pets that the Landlord has consented to if the pets are , by the Landlord’s judgement, making any disruptive loud noises that can be heard from outside their apartment; creating a distasteful scent in the apartment; being destructive to the apartments exterior or interior; or leaving any defecation in the yard. Lawn care is included in this lease. Tenant(s) are responsible for any snow or ice removal from outside stairs and/or deck. If fluids are found leaking from any care driving by the Tenant(s) or their guests, the Tenant(s) will be subject to a $50.00 driveway deterioration charge or cost of repair, whichever is greater. Tenant(s) must abide by any current or new parking limitation imposed by the City of Rochester. Garbage is currently collected on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with the exception of holidays. It is to be stored in garbage cans provided by the Tenant(s), the garage, and is not to be set out by the street on the wrong day or left out after the day of pick up or includes recyclables and the town places any fine(s), the Tenant(s) agree to be fully responsible for its payment. Tenant(s) is not to make material changes to the interior or exterior of the property without express consent of Landlord. Tenant(s) agree not to hold the Landlord responsible for any accident or injury occurring at **74 Sobieski Street Rochester, NY 14621**. If an action is brought against the Landlord arising from the Tenant’s act or neglect, the Tenant(s) shall defend the Landlord at the Tenant’s expense with an attorney of the Landlord’s choice.

1. **UTILITIES**

Tenant(s) are responsible for all utilities including but not limited to: water, gas and electric. The Tenant(s) will be responsible for arranging to have all services turned on with their name as the paying party as of the first date of the term of the lease. Landlord may stop service of any utility because of accident, emergency, repairs, or changes until the work is complete. Tenant(s) must not use more electric than the wiring or feeders to the building or outlet can safely carry.

1. **REPAIRS & ALTERATIONS**

Tenant(s) must take good care of the house and all equipment and fixtures in it. Tenant(s) will be responsible for the cost of any repairs resulting from the Tenant’s act or neglect. Nothing can be added, changed, or removed from the apartments structure or contents by the Tenant(s) without the Landlord’s written consent. If alterations are made by the Tenant(s) with the Landlord’s written consent, the Landlord shall in no way be liable for the cost of agreed alterations. All agreed alterations must remain with the apartment at the end of the Term. The Landlord reserves the right to change locks. Locks cannot be changed by the Tenant(s).

If a Mechanic’s Lien is filed on the house or building for Tenant’s failure to pay for alterations or installations in the apartment, the Tenant(s) must immediately pay or bond the amount stated in the lien. Landlord may pay or bond the lien if Tenant(s) fails to do so within 20 days after Tenant(s) is given notice about the lien. Landlord’s costs shall be added to the rent.

1. **SPACE “AS IS”**

Tenant(s) has inspected the house and building. Tenant(s) states they are in good order and repair and take the apartment “as is.”

1. **ADDITIONAL TENANT(S) LIABILITY**

In addition, not all the terms of this lease, the Tenant(s) agree to accept all liability for any damage or irresponsible acts of their guests or visitors.

1. **LANDLORD LIABILITY**

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord’s negligence. Landlord is not liable to Tenant(s) for permitting or refusing entry of anyone into the apartment.

1. **COMPENSATION FOR TIME**

In the event that the Landlord must send his time or solicit the involvement of others’ time to address situations that result from non-compliance with this lease the Landlord and others shall be compensated by the Tenant(s) for their time. The Landlord’s time shall be compensated at the rate of $150.00 per hour. Other’s time shall be compensated by the Tenant’s at the other’s prevailing billed rate.

1. **ALLOWING FOR SHOWING**

Tenant(s) must have the house in clean and fit for “showing” condition in the event the Landlord will need to show the apartment to prospective Tenant(s) or buyers. Tenant(s) agree to be fully liable for any losses that result from their failure to abide by this provision of the lease. It is the judgement of the Landlord, prospective Tenant(s) or buyers or associated agents to the transaction that define the apartment as unclean or unfit for “showing.”

1. **INSURANCE**

Tenant(s) insurance is required in an amount sufficient to cover the Tenant(s) for any and all liability to persons or property. Tenant(s) agree to acquire appropriate insurance coverage prior to possession for any and all other losses or damages they may be subject to while occupying the apartment. Tenant(s) accept full liability for any accident or injury to themselves, their guests or visitors caused in the apartment or on the premises.

1. **VACATING APARTMENT**

Prior to the end of the term of this lease, the apartment must be completely vacated by the Tenant(s); the apartment must be fully cleaned by the Tenant(s)s with the Landlord’s written consent and approval. All cleaning must be performed to the Landlord’s standards and acceptance. All keys must be returned. All debris and belongings will need to be removed or arrangements for pickup made by Tenant(s). The Tenant(s) are responsible for making sure a final read is made for them by the gas and electric company on the last day of the term of this lease or not on a date specified in writing by the Landlord. Before leaving the Tenant(s) must provide the Landlord with a phone number and address that they can be reached at after they vacate the apartment. The Landlord will provide a checklist for the Tenant(s) prior to their vacating apartment. This checklist must be strictly adhering to all provisions of this lease. Tenant(s) receive no rights under these rules:

1. **RULES**

Tenant(s) must comply with these rules. Notice new rules will be given to the Tenant(s). Landlord is not liable to Tenant(s) if another Tenant(s) violates these rules. Violation of any of these rules gives the Landlord full right of cancellation of this lease but does not relinquish the Tenant(s) responsibility to adhere to all provisions of this lease. Tenant(s) receive no rights under these rules.

(1) The comfort or rights or other Tenant(s) or neighbors must not be interfered with. This means that annoying sounds, smells, and sights are not allowed. (2) No one is allowed on the roof. (3) Tenant(s) must give to Landlord all keys to all locks. (4) Appliances are used at Tenant(s)’s risk and cost. (5) Improperly parked, inoperable, unregistered, or uninspected cars may be removed without notice at Tenant’s risk and cost. (6) Tenant(s) must not cause or allow any event that leads to any civil authority being requested to call on them by any individual. (7) No signs, advertisements, or illumination, other than domestic lighting shall be exposed from any window or other part of the building. (8) All garbage must be in plastic bags and secured tightly before disposal.

1. **LANDLORD UNABLE TO PERFORM**

If due to labor trouble, government order, lack of supply, Tenant(s)’s act or neglect, or any other cause not fully within Landlord’s control, the Landlord is delayed or unable to (a) carry out any Landlord’s agreements**,** (b) supply any service to be supplied, (c) make any required repair or change in the house or building, or (d) supply any equipment or appliances, this leas shall not be ended or Tenant’s obligations affected.

1. **ILLEGALITY**

Landlord’s acceptance of rent of failure to enforce any term in this Lease is not a waiver of any of Landlord’s rights. If a term or provision in this lease is illegal, the rest of the lease remains in full force.

1. **SIGNATURES**

I have fully read, fully understands, and fully agree to all the conditions herein. I understand that all promises made by the Landlord are limited to those in this lease and that there are no others, either inferred, expressed, or implied. All Tenant(s) and Cosigners agree to be held jointly and severally liable for all the conditions of this lease.

1. **LEASE RENEWAL**

At the expiration of this lease on February, Tenant(s) will have the option for renewing this lease for an additional term of month to month provided that the Tenant(s) has been a “good Tenant(s)” for the term of this first least. A “good Tenant(s)” shall be defined as one who has paid rent consistently on time and who has had no issues with Landlord with regards to terms of this lease, or the neighbors regarding peaceful use of the property. Tenant(s) desire to renew the lease for an additional year must be communicated to Landlord in writing at least 60 days in advance of the expiration of this lease. Failure to do so will result in Landlords active marketing for a new Tenant(s), and the Tenant’s loss of rights to renew at the stated price and term.

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**Properties of Hope, LLC Date**

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**Tenant(s) 1 Date**

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**Tenant(s) 2 Date**