

Goodhand Properties

Lease Agreement

This Lease Agreement (the “Agreement”) shall govern the use of property (the “Premises”) to the undersigned Tenants (the “Tenant”) by Goodhand Properties, LLC. (the “Landlord”).

Tenant Details:

NAME

PHONE

EMAIL

NAME

PHONE

EMAIL

Property Details:

ADDRESS

COMMENCEMENT DATE

TERMINATION DATE

months
LENGTH

INITIALS

— LEASE AGREEMENT —

Terms & Conditions

I. RENT & LATE CHARGES

The Tenant covenants that Tenant will pay to the Landlord, as rent, the sum of \$_____ semi-annually by payment of \$_____ per month, in advance of the 1st day of each month. Rent not received by the 5th day of the month will be subject to a 5% late charge to be paid as additional rent. Rent must be paid in full and no amount subtracted from it. Landlord need not give notice to pay rent.

Payment of rent in monthly installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable. The following utilities shall be supplied by Landlord: _____. If Landlord is responsible for the payment for electric service, there will be an additional charge for the use of Air Conditioners based on current RG&E rates. Landlord is not required to install air conditioning units.

II. SECURITY DEPOSIT

Tenant hereby deposits the sum of \$_____ with Landlord as a security deposit. This deposit will be retained by Landlord until the expiration of the term of this Lease and returned to Tenant within ten days of Tenant's vacating the Premises, provided that: (1) the Premises have been vacated and all keys returned to Landlord; and (2) Tenant has complied with all the terms, covenants and conditions of this Lease. Otherwise, said sum or any part thereof may

be retained by Landlord, at his option, as liquidated damages, or may be applied against any actual loss, damage or injury chargeable to Tenant.

If Landlord sell or Leases the Property, Landlord may give the security deposit to the buyer or lessee. In that event, Tenant will look only to the buyer or lessee for the return of the security deposit and Landlord will be deemed released. Landlord shall give the Tenant written notice within five (5) business days of the Property transfer and shall provide the contact information of the new property owner. Landlord may use the security deposit as stated in this section. Landlord may put the security deposit in any place permitted by law. Tenant's security deposit will bear interest only if required by law. Any interest returned to Tenant will be less the sum Landlord is allowed to keep.

THIS DEPOSIT IS NOT TO BE CONSIDERED THE LASTS MONTH'S RENT DUE UNDER THIS LEASE.

III. FAILURE TO PAY RENT

If Tenant failed to pay the rent or additional rent when due, or is otherwise in default of this Lease, Landlord may use all means available to him at law or in equity to recover any sums of money owed to him and/or regain possession of the Premises. In such event, the Tenant will reimburse Landlord for the expenses thereby incurred by Landlord, including reasonable attorney's fees and any collection costs. Also, so long as Tenant shall be an occupant on the Premises, the amount of such expenses shall be deemed to be "additional rent" under this lease, and shall be due immediately from Tenant to Landlord. With-

INITIALS

— LEASE AGREEMENT —

out limitation of Landlord's remedies, upon default by Tenant, Landlord may declare the entire balance of rent and additional rent for the remainder of the term recited herein all due and payable.

IV. ACCESS

At all reasonable times, Landlord and his agents shall have access to the Premises to examine same, make necessary repairs and show the Premises to prospective Tenants. In all cases with the expectation of a true emergency or when service is requested, proper notice shall be given.

Tenant shall not install additional or different locks on any doors, windows, garages, or fences without written permission from Landlord.

Landlord shall give Tenant fair warning in order to access the Premises. Failure to allow access of the Premises to Landlord or his agents after such a warning is administered is considered ground for cancellation of this Lease.

V. CLEANLINESS OBLIGATION

Tenant shall keep the Premises in good, clean condition and, at the end of the term of this Lease, shall surrender up the Premises to the Landlord in the same original condition, subject to normal wear and tear. Further, upon notice of move-out, Premises must be maintained in a state which is presentable to prospective renters. This includes but is not limited to the following: kitchen sink and counters clear of food and dirty dishes, no excessive bottles, no clutter on floor, no excessive dust or grime on the floors or walls. If these conditions are not met, Tenant will receive warning letter and be given 48 hours to correct

the specified items. If items are not corrected, Landlord will cease showing Premises and Tenant shall be liable for an additional month's rent.

VI. SUBLEASE

Tenant may not assign this Lease or enter into a sublease without Landlord's consent and any attempt to do so shall be void and shall be a default as provided in this lease. If Landlord's consent is given, Tenant will pay a processing fee equivalent to ½ months' rent. Original Tenant will remain on lease until the termination of the original lease term. At the Landlord's discretion, Tenant will be released from any further liability if sublettee agrees to sign a 12 month lease. If Tenant makes an assignment of sublease, with or without the consent of Landlord, Landlord may collect rent from the new Tenant and credit it to any money old Tenant may owe under this Lease. If Landlord collects rent from the new Tenant it does not mean that Landlord consents to the assignment or sublease. Tenant shall remain liable under this Lease after a sublease or assignment. Short Term Leases are prohibited.

Tenant shall submit to Landlord a request to sublet in writing that must include: (a) reason for subletting; (b) term of sublease; (c) name, home and business addresses of proposed subtenant; (d) Tenant's address during sublet period.

The Landlord may request additional information about the proposed subtenant in order to make a final decision. Landlord shall send the Tenant a notice of consent, or if consent is denied, the reason for denial, within thirty (30) days after receiving the request.

INITIALS

— LEASE AGREEMENT —

VII. SEVERABILITY

The obligation of Tenant, if such Tenant be more than one person, shall be joint and several.

VIII. DEFAULT

A.) If Tenant fails to keep any of the Tenant's agreements mentioned in the Lease other than Tenant's agreement to pay rent; or, (b) if the Tenant or any other occupants of the Premises engage in objectionable conduct as determined solely by Landlord or Landlord's agent or violate any of the rules and regulations provided by the Landlord and/or set out in the Lease or, (c) if the Premises is vacated by all authorized occupants; or, (d) if the Premises or the grounds are damaged because of negligence or misuse of Tenant, Tenant's guests or any of Tenant's actions results in the Premises being taken or occupied by someone other than Tenant; or, (f) if Tenant shall fail to move into or take possession of the Premises within fifteen (15) days after beginning of the Lease; or, (g) if Tenant's application for the Premises contains any material misstatement of fact, then in any one or more of such events, Landlord and/or Landlord's agent may give to the Tenant ten (10) days' notice of Landlord's intention to end the term of this Lease, and thereupon at the expiration of said ten (10) days, the term under this Lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term and the Tenant will then quit and surrender the demised Premises to the Landlord or the Landlord's agent, but the Tenant shall remain liable as otherwise provided in this lease.

B.) If the Tenant's conduct is, in the Landlord's sole opinion, not serious enough to warrant immediate termination

as above described, then, at Landlord's sole option, Landlord may serve upon Tenant a written warning notice stating the nature of said default, and if such default of Tenant has not been cured and corrected or the objectionable conduct stopped within three (3) days to the Landlord's satisfaction, then at the end of said three (3) days, the Landlord may serve upon the Tenant ten (10) days' notice of Landlord's election to end the Lease, and upon the end of said ten (10) days the Lease shall end as if the end of such ten (10) days period were the day stated to the end of the Lease, and the Tenant shall then give up the Premises to Landlord but the Tenant shall remain liable to Landlord as otherwise provided in this Lease.

C.) If the notice provided for above shall have been given, and the term shall end as provided above or if Tenant shall make default in payment of rent or additional rent, and such default shall continue three (3) days after the statutory personal demand for rent or the giving of statutory written three (3) days demand for rent, the Landlord may dispossess Tenant or other occupants and their property by summary proceedings or peaceful reentry or other lawful means.

D.) If Landlord takes possession of the Premises by Court order, Tenant has no right to return to Premises.

IX. RENEWAL

Unless the parties otherwise agree in writing, this lease shall automatically be renewed on a month to month basis at a monthly rental equal to the current rent plus 20%, commencing on the 1st day of the month following the termination date of the lease, upon the same terms, covenants and conditions herein provided with the expectation

INITIALS

— LEASE AGREEMENT —

that the monthly rental during such and additional period or periods shall be increased as set out above, unless the Tenant shall give the Landlord written notice of the Tenant's intention to renew or to not renew the lease. *Tenant must give the Landlord written notice on or before the 15th of the month prior to the month in which the lease terminates.*

In the event the Tenant fails to give such written notice of renewal or non-renewal and thereafter vacated the Premises at the termination of this lease, Tenant agrees that the Landlord may retain Tenant's security deposit in an amount equal to a maximum of one month's rent at an increased rate set out above, in order to compensate Landlord for the rent lost due to any inability to re-rent the Premises for said month. The loss of the security deposit to reimburse the Landlord for the lost rent shall be in addition to any loss of the security deposit due to the damages to the Premises. Renewal of Lease is not guaranteed.

X.
NOTICES

All Notices to be given or received hereunder shall be sent or delivered as follows; If given by the Tenant to the Landlord, notice may be mailed to 102 Troup Street, Rochester, NY 14608 via certified mail; delivered to Goodhand Properties office at 102 Troup Street, Rochester, NY; sent via email to contact@goodhandproperties.com with a copy to tgclark@goodhandproperties.com. If given by the Landlord, notice may be mailed to the Tenant at the property address; hand delivered to Tenant or affixed to the Premises door if not personally delivered; sent via email to the email address or addresses provided to Landlord at the time of signing the rental agreement or as subsequently

provided to the Landlord pursuant above. It is the Tenant's responsibility to provide Landlord with email address of each Tenant.

XI.
FAILURE TO DELIVER POSSESSION

In the event Landlord cannot deliver possession to Tenant, another unit will be made available until the promised unit is ready. If the Landlord is unable to provide comparable, temporary housing, Tenant's deposit will be refunded and this lease shall be void.

XII.
SPRINKLER SYSTEM

THIS BUILDING DOES NOT HAVE AN OPERATING SPRINKLER SYSTEM.

XIII.
INSURANCE.

Tenant acknowledges that Landlord's insurance does not cover personal property damage caused by fire, theft, acts of God, acts of others, robot invasion and/or any other causes, nor shall Landlord be held liable for such losses. Tenant is hereby advised to obtain Tenant's own insurance policy to cover any personal losses.

XIV.
PETS

ALL PETS ARE PROHIBITED WITH THE EXCEPTION OF 1 CAT SUBJECT TO THE RECEIPT OF A SIGNED CAT ADDENDUM (ALSO KNOWN AS A "PUSSY CAT CLAUSE").

INITIALS

— LEASE AGREEMENT —

XV.
USE

The Premises must be used only as a private Premises to live in as the primary residence of the Tenant and for no other reason. The Premises is subject to limits on the number of people who may legally occupy an Premises of this size set forth by local building codes as well as New York State Occupancy guidelines. Tenant agrees not to use the Premises for any illegal purposes. Tenant shall not operate a business on the premises.

XVI.
INSOLVENCY

If Tenant files a voluntary bankruptcy petition or an involuntary bankruptcy petition is filled against Tenant, Landlord may not end this Lease. This Lease remains in effect and the Tenant is responsible for fulfilling the terms of this lease regardless of the Tenant's bankruptcy filing. Tenant must continue to pay rent, damages, losses and expenses without offset.

XVII.
NO WAIVER, ILLEGALITY

Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is determined illegal, the rest of the lease will remain in full effect.

XVIII.
PROPERTY LEFT OF PREMISES

After the tenant vacates the premises, landlord will not store any personal property left behind. If tenant fails to

remove all personal property by the last day of tenancy, said property shall become the property of the Landlord and may be retained by him or disposed of as the Landlord sees fit.

XIX.
ALTERATIONS

Tenant must obtain Landlord's prior written consent to install any paneling, flooring, "built-in" decorations, partitions, railings, or make alterations or to paint or wallpaper (including contact paper) the Premises. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall be completed and paid for by the tenant. "Built-in" decorations or alterations shall remain with and as part of the Premises at the end of the Lease. Landlord has the right to demand that the Tenant remove the alterations and installations before the end of the Lease. The demand shall be by notice, given at least fifteen (15) days before the end of the Lease. Tenant shall comply with the demand at the Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease or required by law under the warranty of habitability.

Tenant shall not make any alterations to the exterior of the building or the surrounding property owned by the landlord, nor attach anything to the exterior of the building without the landlord's express written permission. This includes but is not limited to flags, signs, bunting, satellite dishes or its respective equipment, awnings, fences or outdoor lighting. Tenant shall not damage the exterior of the building, nor hire any service that could potentially damage the exterior of the building without the prior written consent of the landlord. This includes drilling holes and mounting respective equipment.

INITIALS

— LEASE AGREEMENT —

XX.

RULES & REGULATIONS

From time to time, Landlord may make such Rules and Regulations as in his judgment may be necessary for the safety, care and cleanliness of the Premises and the preservation of good order therein. Such Rules and Regulations shall become part of this lease. Landlord is not liable to Tenant if another tenant violates these Rules and Regulations. Should the Tenant violate a Rule, the Tenant will have three (3) days, following a Notice to Cure by the Landlord, to rectify the violation. If, after Notice, the violation is not rectified, the landlord will have grounds for canceling this Lease.

- Tenant may live in and use the Premises without interference subject to this lease. Tenant may not disturb the quiet enjoyment of any other Tenant in the building or surrounding neighbors. Tenant is responsible for adhering to the building's quiet hours. Quiet hours are 11PM to 7AM weeknights (Sunday through Thursday) and 11:59PM through 7AM weekends (Friday and Saturday). If Tenant violates the quiet hours policy on three separate documented occasions, the Tenant is in violation of the lease agreement.
- Tenant agrees and acknowledges that smoking is prohibited in the entire area of the building, including but not limited to units, porches, patios, balconies, front and back yard, and other areas of the building. No smoking rule applies to Tenants and their guests. Non-compliance with this clause is a serious violation of the terms and condition of this lease and could lead to the termination of your lease and forfeiture of your security deposit.
- No personal property or debris may be left in the

halls and/or common areas.

- All repair requests must be submitted to the Landlord at (585) 615-3935. To avoid negligence charges and for your protection, mechanical and electrical problems must be reported immediately (i.e., running toilets, dripping faucets, clogged drains, inoperable carbon monoxide or smoke detectors).
- There will be a \$34 service charge, in addition to the late charge of 5% additional rent, for returned checks.
- All satellite, cable TV and/or internet installations must be approved by Landlord – Tenant will be responsible for any damage incurred during installation. Under no circumstances is the Tenant permitted to have a satellite dish or any apparatus of the like installed on the exterior of the building without the express written consent of the landlord. Should any such devices be installed on the property, there will be an additional service charge of \$50.00 per month to be considered additional rent.
- Tenant agrees to report any pest infestation within 24 hours of discovery. Tenant further agrees to cooperate fully and undertake all efforts and tasks mandated by Landlord's pest control company to eradicate pest.
- No one is allowed on the roof.
- Holiday lights may only be installed on balcony or porch railings between November 23rd and January 10th.

INITIALS

— LEASE AGREEMENT —

Tenant:

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME

Goodhand Properties Representative:

SIGNATURE

PRINT NAME