

## Rental Lease

In consideration of the rents and covenants hereinafter set forth, Ubr rentals \_\_\_\_ LLC leases to the tenant the following premises:

\_\_\_\_ Buffalo, NY 1421 , which premises are to be used strictly as a private residential dwelling and for no other purpose. \_

Ubr rentals \_\_\_\_ LLC shall be referred to below as "landlord".

All other parties who have signed this lease are referred to as "Tenant" throughout this document/Lease.

Term (Length of Contract) 11 months & 20 days. Total term rent for 11 months & 20 days \_\_\_\_\_.

Total Term Rent divided into 12 equal payments. \_\_\_\_\_.

Term Beginning Date 5pm or later on \_\_6/01/2021 Term Ending Date 10am on \_\_5/20/2022

Tenants must be completely moved out of the premises by \_MAY 20th due to high turnover rates during this time of the academic year. Hence the term payment is for 355 days not 365. (11 Months and 20 days) **Please make sure you understand this before signing this Lease.**

Every tenant who signs this agreement agrees to be fully responsible jointly and severally for rent and added rent.

All Rent is due by midnight on the first day of every month in which rent is due or additional rent of 5 percent of the total rent amount shall be added. **Rent payments are made online.** ( currently there is no service fee if you use Your checking account. (Credit cards and debit cards are charged convenience fees by the service provider not the landlord). Tenants are responsible for payment of water, garbage, gas and electric bills.(UNLESS AN ADDENDUM IS ATTACHED)

Each Tenant is required to provide batteries to keep all carbon monoxide detectors and all smoke detectors in working order as provided by the Landlord. Tenant must not move, destroy, paint, alter, or take down such detectors.

Tenants are required to follow City of Buffalo garbage removal rules. Any and all fines for not following City of Buffalo rules and regulations, including but not limited to noise ordinance fines shall be paid by the tenants. All tenants are required to provide snow removal for all sidewalks, walkways associated with the above premises such that access to the premises is accessible for emergency personnel, tenants and mailpersons. Window decorations must be approved by landlord.

Pets of any kind are not allowed without written permission by the landlord. Dogs are forbidden from above property. Any such dog violation shall result in added rent of \$50.00 per day. This rule is due to very strict insurance regulations. Service dogs and emotional support animals require a separate application, a doctor's written recommendation and renters insurance. Also some breeds and sizes are not allowed at all by insurance companies.

Painting any surface of or in the property or any other improvements are not allowed without written permission.

SMOKING OF ANY KIND IS NOT ALLOWED IN THE PREMISES. Kegs, Satellite dishes, Electric Space heaters, Incense, Flammable liquids of any kind, House parties, Water beds, lofts, Lit candles are not allowed.

For Safety reasons, do not leave cooking appliances of any kind (including crock pots) unattended when using.

Barbecue grills of any kind and lighter fluid are prohibited at all times inside said premises and on said premises porches. They may be used outside said premises provided they are at least 15 feet away from any structure.

Tenants must never set furnace thermostat above 72 degrees or below sixty (60)degrees Fahrenheit. Tenants are financially responsible for repairs to frozen water pipes and any resulting damage to the premises due to neglect of the Tenant. For example, a window left open or thermostat turned off or disconnection of electric or gas utilities.

Repairs of any Damage to the premises shall be the financial responsibility of the tenants and repairs shall be made in a professional and timely manner. Landlord shall determine what is considered timely and professional. Tenants are responsible for the repair of all broken windows on the premises regardless of how the damage occurred. Landlord reserves the right to require that security deposits be maintained at 100% during the course of the lease. During the first week of the Lease the Tenant must notify Landlord of any repairs needed.

The property is to be in the same general clean and undamaged condition as it did when Tenant moved in or cleaning and repair charges will be assessed. Landlord will have premises lightly cleaned at the beginning of the lease term. Landlord reserves the right to be the only judge of what a reasonable person would consider to be "a light clean" should there be any issues about the condition of the premises when tenant moves in. If any tenant wants a deep clean of the premises they may do so at their own cost.

Tenant shall neither place, nor allow to be placed, any aerial, antenna, Satellite dish, wire, sign, signal, advertisement or illumination (including holiday lights), inscribed or exposed on or at any window or other part of said premises.

Unless you have permission in writing from the landlord, do not make any physical modifications whatsoever to the apartment including, but not limited to any painting, using/installing nails, screws, locks, shelves, and light fixtures. 3M "magic tape" is the only tape that does not take paint off of a wall. (use this type of tape to hang posters) all other tapes, putty, double sided tape, glue or any other substances are not allowed on the walls as they can ruin the paint.

Tenant accepts premises in "as is" condition. Once current Tenants remove their belongings and furnishings, new tenants may want to clean and decorate to their liking. As well as provide their own carpets, lamps, window blinds, curtains and decorations. Landlord will not provide such items and will not paint any interior surface or make other improvements unless expressly set forth in this agreement.

Window screens, storm doors, storm windows, weather-stripping and doorbells are not always present in or on the building and will not be added if they are missing.

Tenant(s) must keep apartment clean and orderly during the lease period, particularly when landlord shows premises to prospective new tenants. Landlord reserves the right to charge Tenant added rent if during the Lease period the premises becomes excessively dirty or unsafe (ie. Cooking oil on and around stove). Landlord must first provide notification by text or other electronic medium of such condition and give the Tenant 48 hours to comply after giving notice to said Tenant. All Tenants are financially liable for such cleaning.

Tenant must keep a clean and orderly backyard, side yard and front yard. If Tenants do not keep their grounds clean Landlord shall hire a cleaner and charge added rent. ( minimum of \$50.00 per incident.) Landlord shall text tenants 24 hours in advance to remedy the situation first. Do not put any kind of food or grease down any sink. Do not put WIPES or sanitary napkins, food or other foreign matter in any toilet or any sink.

Tenants are financially responsible for unclogging all clogged pipes and for cleanup of all plumbing stoppages. Tenant is forbidden from performing electrical or plumbing work/repairs of any kind. Dogs are not allowed anywhere in or on the property. Any such dog violation shall result in added rent of \$50.00 per day. This rule is due to very strict insurance regulations.

Landlord may enter the apartment at reasonable hours (9am-9pm) to make repairs, show the apartment, take a meter reading, inspect suspected damages, serve legal notices, or to inspect smoke detectors by first knocking on the premises or apartments door. Generally, Landlord will show premises between 12pm and 7pm. Landlord will text 24 hours ahead of time before entering premises whenever possible. (except to serve legal notices)

Tenant should carry renter's insurance. Landlord is not liable in any way for any loss, expense or damage to any tenant's property or belongings. Renter's insurance is required to protect against such losses. These losses can be, but are not limited to, losses from fire, broken water pipes, clogged sewers, falling trees, floods and thefts. Tenant is responsible for all acts of tenant's family, employees, guests or invitees. Landlord shall not be liable for failure to give tenant possession of the apartment on the beginning date of the term. Rent shall be payable as of the beginning of the term unless landlord is unable to give possession. Rent shall then be payable as of the date possession is available. The ending date of the term will not change. Landlord will notify tenant as to the date possession is available. Tenant may not hold back rent for repairs not done by Landlord.

Tenant must give landlord prompt notice of fire, accident, damage, or dangerous or defective condition. If an act or neglect of the tenant or a guest of tenant causes the fire, all repairs will be made at tenant's expense in addition to the full rent. Landlord has the right to allow sheriff's department in the apartment. Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests and directions of all governmental authorities. Landlord may stop service of plumbing, heating, cable or electrical systems (without a reduction in rent) because of accidents, emergencies, repairs or other good reason. Tenant must take good care of premises, appliances and fixtures.

Unregistered vehicles are strictly forbidden to be on the premises. Landlord has the right to have such vehicles towed without notice at the owner's expense. Boats, trailers & RV's are not allowed on the property. Maintenance or repairs of any vehicles are strictly forbidden to occur on landlord's property. Tenant is liable for a professional cleaning and/or repair of driveway, if driveway becomes stained/damaged due to Tenants vehicle. Tenant is forbidden to park or drive any vehicle on grass or sidewalk of said property above.

Subletting is allowed subject to the following conditions: 1) Payment of \$100 fee. Subletter must be a college student and pay landlord security deposit and first months rent before moving in and sign a lease. Landlord must interview and approve of the subletter. Original Tenant's security deposit will be returned at the end of this Lease minus any applicable charges.

Tenants are responsible for repairs and / or replacement of appliances with a maximum cap of \$25.00 per tenant per incident.

LONG ARM STATUTE: Should the need arise for the landlord to sue or evict a Tenant, Erie County shall always be the venue for such proceeding regardless of what County or State the Tenant may have moved to.

Security Deposit - All keys must be returned. (\$50.00 fee per Tenant if all keys are not returned by the term end. Security Deposits cannot be used to pay last months rent or the second to last months rent.

All legal fees, including attorney's fees, filing fees and collection fees incurred by the landlord to obtain unpaid rent, added rent, late fees, damages, or cleaning fees etc. are the responsibility of the tenant. Every tenant who signs this agreement agrees to be fully responsible jointly and severally for all items agreed herein, and furthermore agrees to be the agent of the other tenants and occupants of the premises and is both authorized and required to accept on behalf of the other tenants and occupants, service of summons and other notices relative to the tenancy. Only one person shall occupy each bedroom. Tenants must be fully moved out of the premises by 10 am on the term ending date above or pay a penalty of \$200.00 per each Day Tenant(s) stays beyond the term ending date.

Locks - Do not change locks on any doors. Tenant is financially responsible to have locksmith replace changed locks. Lockout fee is \$100 per incident. If fumigation is required for any reason it will be at Tenant's expense. All light fixtures must have working light bulbs left in them upon moving out. First months rent, and security deposit are required to be paid in full before keys to the premises are turned over. All houses built before 1977 likely have lead paint in them. Do not eat any paint chips. The premises you are renting was built prior to 1977.

**PRINT LEGAL NAME SIGNATURE. Last 4 digits of your Social Security**

Name \_\_\_\_\_ Signature \_\_\_\_\_ Last 4 digits of your SS \_\_\_\_\_ Date \_\_\_\_\_

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Name \_\_\_\_\_ Signature \_\_\_\_\_ last 4 digits of your SS \_\_\_\_\_ Date \_\_\_\_\_

Ubrentals \_\_\_\_\_ LLC by: \_\_\_\_\_, Sole Member. Date \_\_\_\_\_

Utilities Addendum to \_\_\_\_\_ Lease

Garbage Ubrentals \_\_\_ LLC will pay 100% for entire year.

Lawn Ubrentals \_\_\_ LLC will pay 100% for entire year.

Water Ubrentals \_\_\_ LLC pays first \$150.00 every quarter. Tenants split all overages.

Electric. Ubrentals \_\_\_ LLC pays up to first \$75.00 per montl. . Tenants split all overages.

Gas Ubrentals \_\_\_ LLC will pay as follows per meter: Tenants split all overages.

Natural Gas maximum dollar amount paid by Landlord per month: (Tenants pay all overages)

June	Up to First 50.00
July	Up to First 50.00
August	Up to First 50.00
September	Up to First 100.00
October	Up to First 150.00
November	Up to First 200.00
December	Up to First 250.00
January	Up to First 250.00
February	Up to First 250.00
March	Up to First 250.00
April	Up to First 150.00
May	Up to First 100.00

Furnace thermostat is required to be set to 60 degrees or higher at all times or water pipes may freeze.

Furnace is not to be set above 72 degrees ever or Tenants are responsible for paying the full amount of the bill that month.

**PRINT LEGAL NAME**

**SIGNATURE**

**Last 4 digits of your Social Security Number**

Name _____	Signature _____	Last 4 digits of your SS _____	Date _____
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Ubrentals \_\_\_ LLC by: \_\_\_\_\_, Sole Member Date \_\_\_\_\_