



2940 Delaware Ave • Suite 203 • Kenmore, NY 14217 • 716.880.0780

PROPERTY LEASE AGREEMENT

This is a legal contract between the Tenant and the Landlord to rent the property described below. The Tenant and the Landlord may have rights and duties that are not described in this lease.

LANDLORD: **Lighthouse Management Partners, Inc.** – “Property Manager”
2940 Delaware Ave – Suite 203 Kenmore, NY 14217 716-880-0780

OWNER:

TENANT:

PROPERTY:

RENT: The rent for the property is \$ _____ a month, \$ _____ annually

LEASE PERIOD: The Landlord rents the property to the tenant and the Tenant rents the property from the Landlord for the term of one year from _____ to _____

PAYING RENT: The rent is to be paid on the **first** day of each month to **Lighthouse Management Partners** in the following manner:

Mailed to:
3842 Harlem Rd. Suite 400-280
Buffalo, NY 14215

In Person:
2940 Delaware Ave Suite 203
Kenmore, NY 14217

LATE FEES: If payment is received after the **fifth** day of the month, the Landlord shall impose a late fee of **\$35.00**. If received after the **tenth** day of the month an additional fee of **\$35.00** will be assessed – for a total of **\$70.00** which shall be deemed additional rent.
A service charge of \$25 will be assessed to the Tenant for returned check charges which shall be deemed additional rent.

OCCUPANTS: _____

SERVICES/ UTILITIES: Items marked below with “**T**” are the responsibility of the tenant and items marked with “**O**” are provided by the owner.

Gas _____ **Electric** _____ **Stove** _____
Water/Sewer _____ **Trash** _____ **Fridge** _____

SECURITY DEPOSIT: Tenant has given the Landlord \$ _____ for the first month’s rent. Landlord has the right to request last month’s rent in advance when credit history and/or reference checks warrant extra protection for Landlord.
Tenant has given the Landlord a security deposit in the amount of \$ _____.
Tenant will not use the security deposit as a substitute for rent.

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SECURITY DEPOSIT cont.

The deposit will be refunded to the Renter when the rented unit is surrendered to the Landlord with the following conditions:

- a) All rents, late penalties, and debts must be paid in full.
- b) The lease Term must be expired.
- c) Advanced, 30-day written notice of intent to vacate must be issued by the Renter to the Owner or Landlord.
- d) The property must be in a well maintained, clean and fully functional condition.
- e) The carpets must be clean and in the same condition as was prevalent when rented; normal wear and tear is accepted.
- f) The walls and ceilings must be clean and painted in neutral colors, as required.
- g) Tub and shower areas must be clean and in good repair, including valves and drains (all drains must be clear and free of clogging).
- h) Cabinets and counters must be clean, functional and in good repair. Windows and doors (including closets) must be clean and fully functional.
- i) All keys must be surrendered
- j) Monies will be deducted from the security deposit to pay for the professional disposal of any abandoned personal items left on the property and Renter waives right to such items and declares them to be without value.
- k) The Landlord and/or the Owner reserve the final right of judgment and are hereby granted the right to spend the Renter’s deposit to regain the standard by which the Renter rented this dwelling and its appurtenances and/or cure any outstanding debt related to the rented property.
- l) The security deposit will be sent to an address disclosed by the vacating Renter within 30 days of the date this rental unit is officially surrendered to the Landlord or Owner, accompanied by a statement declaring the reason for which any deductions were made. Should the security deposit be insufficient to make these corrections, a statement of the amount the vacated Renter owes shall be submitted as a bill for which the vacated Renter will be liable and agrees to pay these charges.

PROPERTY MUST BE READY FOR TENANT:

The property will be ready for the Tenant to move into on the day this lease begins. If it is not ready, the Landlord will not be responsible for any damages to the Tenant such as a result of the delay, but will not charge rent during the delay period.

NOTICE TO LANDLORD:

The Tenant will notify the Landlord whenever there is a need for repair and will give sufficient notice to allow the Landlord to obtain the materials and labor necessary to correct the problem before it becomes serious. In event of fire, Landlord must be immediately notified.

USE OF PROPERTY:

Unless the Tenant and the Landlord agree otherwise, in writing, the property will be used as a private residence and for no other purpose. The Tenant agrees neither to damage the property nor to prevent other Tenants from enjoying their properties in safety and health. A violation of this provision shall be a default under this lease. The Tenant agrees that at the end of the period of this lease the Tenant will return the property to the Landlord in the same condition it was in at the beginning of this lease, except for normal wear and tear.

This contract between Tenant and Landlord is a private matter and to be kept confidential.

ALTERATIONS:

The Tenant will not make any alteration, addition or improvement in or to the dwelling unit without the prior consent of the Landlord in writing.

TENANT’S

LIABILITY:

Renter Initial _____ Landlord Initial _____ Owner Initial _____

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If damage to the property of the building, beyond normal wear and tear, occurs as a result of acts or negligence of the Tenant or the Tenant’s guest, the Landlord may require the Tenant to repair the damage at the Tenant’s expense, or the Landlord may make the repairs and the Tenant will reimburse the Landlord for all reasonable expenses incurred by the Landlord in making such repairs. If this damage is intentional or reckless it shall be a default under this lease.

**SERIOUS
DAMAGE TO
THE PROPERTY:**

If the property or the building is damaged by fire or some other casualty so that all or part of the property cannot be lived in, the Tenant will not have to pay rent for the property or for the part of it that cannot be lived in. If the property cannot be lived in because of this damage, either the Landlord or the Tenant may cancel this lease.

**BUILDING
RULES:**

The Tenant agrees to comply with all reasonable rules and regulations for the protection of the property and the peace of the residents, and not to interfere with the peaceful enjoyment of the premises by other Tenants. The building rules are attached as Exhibit “A” - **Rules and Regulations** and form a part of this lease agreement, and may be changed from time to time by Landlord and if done Tenant agrees to be bound by such changes provided they are reasonable.

**DEFAULT
BY TENANT:**

- 1) Landlord must give Tenant written notice of default stating the type of default. The following are defaults and must be cured by Tenant within the time stated:
 - a) Failure to pay rent or added rent on time, three (3) days.
 - b) Failure to move into property within fifteen (15) days after the beginning date of the Term, ten (10) days.
 - c) Issuance of a court order under which the Property may be taken by another party, ten (10) days.
 - d) Improper conduct by Tenant annoying other tenants, ten (10) days.
 - e) Failure to comply with any other term or Rule in the Lease, ten (10) days.

If Tenant fails to cure the default in the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the Term will end which may be no less than ten (10) days after the date of the notice. On the cancellation date in the notice the Term of this Lease shall end. Tenant must leave the Property and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease. If the default cannot be cured in the time stated, Tenant must begin to cure within that time and continue diligently until cured.

- 2) If Tenant’s application for the Property contains any material misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in part 1.
- 3) If (1) the Lease is cancelled; or (2) rent or added rent is not paid in time; or (3) Tenant vacates the Property, Landlord may, in addition to other remedies, take any of the following steps:
 - (a) Peacefully enter the Property and remove Tenant and any person or property, and
 - (b) Use eviction or other lawsuit method to take back Property.

DEFAULT BY

PROPERTY LEASE AGREEMENT

TENANT cont.

- 4) If this Lease is cancelled, or Landlord takes back the Property, the following takes place:
 - a) Rent and added rent for the unexpired Term becomes due and payable.
 - b) Landlord may relet the Property and anything in it. The reletting may be for any term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant’s expense, do any work Landlord reasonably feels needed to put the Property in good repair and prepare it for renting. Tenant stays liable and is not released except as provided by law.
 - c) Any rent received by Landlord for the reentering shall be used first to pay the Landlord’s expenses and second to pay any amounts Tenant owes under this Lease. Landlord’s expenses include the costs of getting possession and re-entering fees, broker’s fees, cleaning and repairing costs, decorating costs and advertising costs.
 - d) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord’s rights. Tenant is not entitled to add excess of rents collected over the rent paid by Tenant to Landlord under this Lease.
 - e) If Landlord relets the Property combined with other space an adjustment will be made based on square footage. Money received by Landlord from the next tenant other than the monthly rent, shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it.

If Landlord relets the Property the fact that all or part of next tenant’s rent is not collected does not affect Tenant’s liability. Landlord has no duty to collect the next tenant’s rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

- 5) If Landlord takes possession of the Property by Court order, or under the Lease, Tenant has no right to return to the Property.

If the Property becomes vacant for any reason, the Landlord will attempt to find another Tenant. If the Property cannot be re-rented or if the new rent is less than the old rent paid by the Tenant, the Tenant will owe the Landlord the cost of re-renting, including cleaning, redecorating, brokers’ fees and advertising.

TENANTS
LIABILITY
IF TENANT
DEFAULTS:

ASSIGNMENT /
SUB-LETTING:

This Lease may not be assigned or sublet by Tenant unless Landlord has given prior written consent.

ENTRY
INTO
PROPERTY BY
LANDLORD:

Except for emergencies, the Landlord will give the Tenant twenty four (24) hours notice that the Landlord, an agent of the Landlord or workmen employed by the Landlord will enter the Property. The notice can be in person, by telephone, or in writing. Except for emergencies, entry into the Property will be during reasonable daytime hours. Landlord shall have the right to periodically inspect the Property to the above conditions.

LOCKS
INSTALLED BY
TENANT:

Installation of locks must be done by Landlord’s maintenance personnel. The Landlord will not refuse the Tenant permission to install the locks and will not charge a fee for the right to install the locks. The Tenant will provide the Landlord with a duplicate key to each extra locked installed by the Tenant. When the Tenant vacates the Property, the extra locks will remain with the Property and will belong to the Landlord.

NOTICES
IN WRITING:

Except for notice required by Entry into property by Landlord, any notice in connection with this Lease, including notices of consent, must be in writing and delivered in person or by mail to the Tenant at the property and to the Landlord at 2940 Delaware Ave. Suite 203, Kenmore, NY 14217.

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**LEASE
RENEWAL
POLICY**

At the end of the lease Term you will be notified by mail with your options for renewal. If you choose not to renew your lease, you must provide us with 30 days written notice prior to vacating. If no notice is given by landlord or received by tenant, the lease will automatically renew on a month to month basis.

**ORAL
AGREEMENTS:**

No oral agreements between Landlord and Tenant will remove or change any provision of this Lease.

This lease is controlled by New York State law with the place of trial being Erie County, New York.

If the Tenant fails to comply with any provision of this lease and the Landlord is forced to hire an attorney to evict the Tenant, collect rent, or force compliance with the Lease, the Tenant shall pay the Landlord’s attorney fees and legal expenses.

This lease is subject to the attorney approval within 5 days after acceptance.

- Renter DATE

Christopher Valentine, as CEO Lighthouse - Landlord DATE

- Owner DATE