

Eastwood Management Corporation
2115 East Avenue, P.O. Box 10370
Rochester, New York

Thank you for making *[Name of Community]* your home. We are proud of our community and want you to feel the same pride in it as we do. This Lease Agreement dated *[Current Date]* outlines the responsibilities we as the community's Landlord have to you and the responsibilities you as a resident of the community have toward *[Name of Community]*.

LEASE AGREEMENT COVER PAGE: BASIC INFORMATION REGARDING YOUR LEASE

LEASE TERM		MONTHLY RENT		SECURITY DEPOSIT
Commencement Date	Expiration Date	Residence	Added Rent	

Landlord

[Name of Landlord]
 PO Box 10370
 2115 East Avenue
 Rochester, NY 14610

Tenant(s):

Location of your residence within our community:

Address: _____

Additional Lease Document(s):

Occupant(s):

Guarantor(s):

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LEASE AGREEMENT

This lease agreement (this "Lease") is between Landlord, whose office mailing address is 2115 East Avenue, P.O. Box 10370, Rochester, New York 14610, and Tenant.

1) Term. Landlord agrees to lease the Leased Premises to Tenant and Tenant agrees to lease the Leased Premises from Landlord throughout the Lease Term. Tenant shall be entitled to occupy the Leased Premises starting on the Commencement Date at 12:00 Noon and ending at 12:00 noon of the expiration date. In the event that, with Landlord's permission, Tenant occupies the Leased Premises prior to the Commencement Date, the Lease Term shall begin the first day of such early occupancy, with Monthly Rent due, as prorated for the number of days of such early occupancy.

2) Definitions.

- "*Added Rent*" shall mean any charges, fees or costs Tenant is required to pay to Landlord in addition to the Monthly Rent, and including applicable sales tax, if any, on any such charges, fees or costs.
- "*Commencement Date*" shall mean the date on which the Lease Term shall begin, as set forth on the Cover Page.
- "*Cover Page*" shall mean the one-page sheet which includes pertinent information regarding the terms of this Lease, including but not limited to the Lease Term and Monthly Rent. The Cover Page is attached to and incorporated into this Lease.
- "*Guarantor*" shall mean any parties that guarantee all terms and conditions of this lease.
- "*Landlord*" shall mean the owner of the Property as listed on the Cover Page.
- "*Lease Term*" shall mean the period of time set forth on the Cover Page during which Tenant shall have the right to occupy the Leased Premises.
- "*Leased Premises*" shall mean the residence referenced on the Cover Page and the appliances supplied with it as well as any garage, balcony, or patio rented in conjunction with the residence.
- "*Monthly Rent*" shall mean the rent to be paid on a monthly basis to Landlord for the Leased Premises, as more particularly described on the Cover Page and in Paragraph 5.
- "*Occupant*" shall mean all persons who will occupy the Leased Premises.
- "*Property*" shall mean the building which houses the Leased Premises, the land underneath, and all other real and personal property and common areas which constitute the residential community referenced on the Cover Page.
- "*Rent*" shall mean the Monthly Rent together with Added Rent.
- "*Rules and Regulations*" shall mean the rules and regulations attached to and incorporated into this Lease.

- “*Security Deposit*” shall mean the payment made by Tenant to Landlord prior to occupying the Leased Premises, as more particularly described on the Cover Page and Paragraph 4.
- “*Tenant*” shall mean all persons who are a party to this Lease, as more particularly described on the Cover Page.
- “*Tenant’s Guest*” shall mean any person who is a visitor to the Leased Premises with the consent of Tenant or any other occupant of the Leased Premises.

3) Use. Tenant agrees to use and to occupy the Leased Premises strictly as a private dwelling and for residential purposes only. The Leased Premises shall be occupied only by Tenant, the immediate family of Tenant, and by any other occupants as defined in and only in accordance with New York Real Property Law §235-f. Landlord must be notified in writing of all such persons (including the vehicle information for such persons as required by Paragraph 4 of the Rules and Regulations), and all such persons must execute a lease (if of legal age) and otherwise qualify based on past rental history and based on Landlord’s standard rental criteria. In no event shall the total number of occupants exceed applicable fire, industry, safety and/or zoning code recommendations or restrictions or other reasonable limits on maximum occupancy for health and safety reasons. Tenant agrees to abide by Landlord vehicle policy. Tenant agrees to use the Leased Premises and Property in such a manner consistent with its intended use, as determined by Landlord, and to comply with all local, county, state, and federal laws and shall not use or permit the Leased Premises or Property to be used for any disorderly or unlawful purpose or in any manner offensive to any other occupant of the Property, as determined in Landlord’s sole discretion, nor shall Tenant do or permit anything to be done in the Leased Premises or Property which will cause an increase in the cost of fire or liability insurance for Landlord.

4) Security Deposit. Landlord acknowledges receipt of the Security Deposit, which will be deposited in a local bank selected by Landlord and placed in an escrow account for Tenant. It is agreed that the Security Deposit will not be used by Tenant as rent. Landlord will have the right to utilize any portion of the Security Deposit plus any accumulated interest to help pay any costs or charges for which Tenant is responsible due to a violation of any of the terms of this Lease.

5) Rent Payment. Tenant agrees to pay the Monthly Rent in advance on the first day of each month during the Lease Term, and to pay all Added Rent when due, at the office of Landlord or such other place as Landlord may select, without any deductions being made therefrom. If any Rent is not received by Landlord within five (5) days after it is due, Tenant agrees to pay an additional charge equal to \$35.00 to Landlord as a service charge. If any Rent is not received by Landlord within twenty (20) days after it is due, Tenant agrees to pay on additional charge of \$35.00 to Landlord as a service charge. If any Rent is not paid when due, Tenant agrees to pay, in addition, any reasonable legal or collection fees incurred by Landlord for the collection of the Rent, including bank fees. If, for any reason, Tenant pays Monthly Rent with a bad check, physical or electronic, Tenant shall pay a returned check charge of \$40.00, plus all additional service charges that apply pursuant to this Paragraph 5. Landlord will not accept cash as an acceptable form of payment for Rent. If more than one Tenant signs this Lease, then each Tenant agrees to be jointly and severally liable for Tenant’s obligations under this Lease. This means that Landlord can collect the full amount of Rent owed from any person who signs this Lease as a Tenant.

6) Services. Landlord shall furnish the following to Tenant:

- a. Water in reasonable quantities at all times.
- b. Electric Current – The charge for electric use in the Leased Premises is to be paid by Tenant directly to the local utility and is to be separately metered. Tenant agrees to be

responsible for continuous electric service and payments until the end of the Lease Term. Tenant is required to maintain continuous electrical service at all times.

- c. Heat during the regular heating season as required by law.
- d. In the event Landlord provides either cable service or internet service, or both, it is without charge to Tenant and it is agreed that if any of these services are reduced or discontinued Tenant may not withhold or reduce Rent or cancel this Lease. Landlord will not be liable for failure to deliver these services and reserves the right to discontinue these services. In the case the Landlord discontinues these services, Monthly Rent will be reduced by the portion of Monthly Rent allocated to these services as indicated on Landlord's books.

For any Tenant of the French Creek or Browncroft Townhouse Communities only – Natural gas service shall be separately metered and paid for by Tenant. Tenant shall keep the townhouse heated continuously throughout the heating season. Tenant agrees to be responsible for continuous natural gas service and payments until the end of the Lease Term. Tenant is required to maintain continuous gas service at all times.

If any services are reduced or discontinued because of matters not the direct fault of Landlord, Tenant may not withhold or reduce Rent or cancel this Lease. Landlord shall not be liable for any loss or damage resulting from outages, interruptions or fluctuations in utilities except as provided by law. Landlord may modify the method by which utilities are provided or billed to Tenant on thirty (30) days prior notice. For example, Landlord may, on thirty (30) days' prior notice, discontinue paying for natural gas (if cost is presently included in Monthly Rent) and require Tenant to pay such cost directly to the applicable public utility company or other provider of natural gas. In such case, Monthly Rent will be reduced by the portion of Monthly Rent allocated to this service as indicated on Landlord's books. This Paragraph 6 is further subject to the provisions of Paragraph 32 below.

7) Care of Leased Premises/Repairs. Tenant agrees to pay for all costs necessary to repair the Leased Premises or Property when damage is caused by Tenant or Tenant's Guests. Tenant must at all times keep the Leased Premises clean and in good order and repair, ordinary wear excepted. Tenant agrees not to remodel, paint, wallpaper, or make any other cosmetic or structural changes or alter, add to, remove, or attempt to repair fixtures located in the Leased Premises without Landlord's prior written permission, which permission shall be granted or denied in Landlord's sole discretion. Any additions, decorations, installations, alterations, or modifications made shall remain a part of the Leased Premises or, at Landlord's request, the Leased Premises shall be returned to its original condition by Tenant at the end of the Lease Term. Tenant shall make no changes in or additions to the electrical wiring as installed and maintained by Landlord nor shall Tenant install and/or use any electrical equipment or appliances not furnished by Landlord, except for small hand appliances for personal use. Tenant shall not install any shades, blinds, screens, window guards, signs or other things (other than curtains with white backing) in/or outside of the windows of the Leased Premises. Tenant agrees to notify Landlord's office of any repairs needed, damages or defects to the Leased Premises, or emergencies that might arise. Tenant's taking possession of the Leased Premises shall be conclusive evidence that the Leased Premises and Property are in good and satisfactory condition at the time possession is taken.

8) Reimbursement by Tenant. Tenant agrees to reimburse Landlord for all expenses, damages, or fines that are imposed upon Landlord or incurred due to the breaking, violating or non-performance by Tenant or Tenant's Guests of any provision of this Lease or applicable code, rule, regulation or law; or resulting from injuries to persons or property caused by Tenant or Tenant's Guests, including from activities

involving moving property into or out of the Leased Premises or any building; or resulting from improper conduct, carelessness or negligence or violation of the Rules and Regulations by Tenant or Tenant's Guests.

9) Rules and Regulations. Tenant agrees to fully comply with the Rules and Regulations, along with any reasonable changes/modifications, deletions, or additions Landlord, in its reasonable discretion, may from time to time adopt upon 30 days notice for the safety, care, use and cleanliness of the Leased Premises, and/or the Property, and for the comfort, quiet enjoyment, and convenience of other tenants. Tenant is responsible for the compliance by Tenant's Guests with the Rules and Regulations where applicable.

10) Access to Premises. Landlord recognizes Tenant's right to privacy and will endeavor to observe that right to the extent practical. However, Landlord or its employees or agents shall have the right to retain key(s) to the Leased Premises and shall have the right to gain access to the Leased Premises for the purposes of showing it to prospective tenants within 120 days prior to the termination date of the Lease (or earlier expiration); and at any time for purchasers, lenders, or others for repairs, inspection or maintenance. Landlord will endeavor to provide Tenant with reasonable prior notice before such access, except in the case of emergencies.

11) Right to Re-Enter During Last Month. If during the last month of the Lease, Tenant has removed all or substantially all of Tenant's personal property from the Leased Premises, Landlord shall have the right to enter the Leased Premises in order to clean and redecorate the Leased Premises without affecting or changing any of the terms of this Lease, with no abatement of Rent.

12) Detectors. Tenant agrees to perform a monthly check of the smoke detectors and any carbon monoxide detectors located in the Leased Premises. Tenant shall immediately notify Landlord if any such devices are damaged or inoperable and Landlord will immediately repair/replace same. Tenant shall do nothing to render such devices inoperable. Tenant assumes any liability arising out of its failure to do any of the above.

13) Locks and Keys. Tenant agrees not to change or add any locks, lock cylinders, or chain guards or similar devices on any doors or windows without Landlord's consent, which alterations shall remain a permanent fixture. Tenant shall not make copies of any keys without Landlord's consent. Tenant shall return all keys and copies to Landlord at the end of the Lease Term. Tenant agrees to pay reasonable locksmith fees for changing locks and/or copying keys if Tenant violates any part of this paragraph.

14) Refuse. Tenant shall not permit the accumulation of refuse in the Leased Premises. Tenant agrees to dispose of its trash by bagging it and placing it in the designated garbage or recycling receptacles as per applicable governmental guidelines/requirements. Failure of Tenant to comply with this paragraph will result in Tenant being charged a reasonable service fee and the cost of any fine imposed on Landlord by the relevant municipality.

For any Tenant of the French Creek Townhouse Community only – Tenant is required to use the totes supplied by Landlord.

15) Noise. Tenant agrees not to make or permit any disturbing noises, nor will Tenant do or permit any act which will unreasonably interfere with the rights, comfort, or convenience of others living in the Property. Tenant shall keep the volume of any radio, television or musical instrument reduced at all times so as not to disturb other residents of the Property. Whether Tenant has violated this paragraph shall be determined in the sole discretion of Landlord.

16) Water-Filled Furniture. Tenant shall not bring any water-filled furniture into the Leased Premises.

17) Pets. Tenant will not allow, even temporarily, any animals, birds or pets of any kind in the Leased Premises or Property and, if Tenant breaches its obligations under this Paragraph 17, then in addition to all other remedies that may be available to Landlord, Landlord shall be entitled to charge Tenant an additional non-refundable redecorating/cleaning fee of \$300, which fee shall be immediately due and payable. Notwithstanding the foregoing, Landlord will permit disabled persons to have a pet or pets, at no additional charge, to the extent required by applicable law. In that event, Tenant shall execute Landlord's standard lease amendment pertaining to pets.

18) Garage Sales. Tenant agrees not to allow household or garage sales at the Leased Premises or Property.

19) Window Cleaning. For safety and liability reasons, Tenant agrees not to clean any window in the Premises from the outside. However, should Tenant so desire, Tenant may hire a professional window cleaning company, with appropriate and adequate levels of liability and workman's compensation insurance, to clean the windows from the outside. Tenant shall assume all liability with respect thereto.

20) Exterminating Service. To the extent permitted by law, Landlord will not be liable for the presence of insects, bugs, or rodents, if any, in the Leased Premises, nor shall their presence affect Tenant's Lease obligations. Tenant must notify Landlord if such condition persists.

21) Storage. If Landlord provides any storage space, this space, when available, is provided without charge and at Tenant's own risk, and with fire and safety precautions being taken by Tenant. The storage space shall be used only for the keeping of Tenant's trunks, bags, suitcases, and packing cases, all of which shall be empty. To the extent permitted by law, Landlord will not be responsible for any damage or loss to any items stored in the storage space.

22) Laundry. If laundry washing and drying equipment is available in the Property, they will be operated by Tenant at Tenant's own expense and risk. To the extent permitted by law, Landlord will not be held liable for any injury or loss to persons, damage to Tenant's property or loss by theft.

23) Recreational Facilities. If Landlord provides recreational facilities it is without charge to Tenant and it is agreed all persons using the recreational facilities do so at their own risk and Landlord can restrict their hours of operation at any time. Landlord will not be liable for failure to operate the recreational facilities and reserves the right to close them at any time without a reduction in Rent.

24) Holding Landlord Harmless During Repairs/Renovations. Tenant agrees not to reduce the Rent payments or hold Landlord liable for any inconvenience or annoyance as a result of Landlord making repairs, changes, additions, or improvements to any part of the Leased Premises or Property, including the fixtures, equipment, or utilities located thereon, unless such repairs, in the sole discretion of Landlord, make the Leased Premises unlivable, at which time the Rent will be pro-rated.

25) No Automatic Renewal. This Lease will not automatically renew itself and will terminate on the date and hour as indicated in the Lease.

26) Tenant's Obligations Upon Termination of Occupancy. Upon the termination of occupancy, Tenant will leave the Leased Premises in good, clean condition subject to reasonable wear, return the keys of the Leased Premises to Landlord's office and settle all outstanding matters and debts with the Landlord. Tenant will remove all property of Tenant and Tenant's Guests and shall pay for any damage to the Leased Premises or Property caused by moving such property in or out of the Leased Premises or Property. If Tenant leaves any of such property in the Leased Premises, Landlord shall not be responsible for it.

Landlord may move, store, or dispose of any property that is left in or about the Leased Premises after Tenant terminates Tenant's occupancy, and charge Tenant for these services.

27) Hold-Over Tenancy. In the event Tenant continues to occupy the Leased Premises after the expiration or termination of this Lease without written permission from Landlord, Landlord shall be entitled to use all legal remedies available to remove Tenant from the Leased Premises. Tenant will be liable for any actions brought against Landlord for Landlord's inability to give possession of the Leased Premises to a new tenant. Tenant hereby gives notice of Tenant's intention to quit the Leased Premises as of the date and time specified for the termination of this Lease, and failure to do so shall result in Tenant being liable for double the rent Tenant should otherwise have paid.

28) Default/Landlord's Remedies. If Tenant fails to perform any obligation under this Lease (including any failure by Tenant to comply with the prohibition against pets contained in Section 17), or Tenant violates any part of this Lease, including any failure to pay Monthly Rent or Added Rent when due, or if Tenant is convicted of a felony in a court of law, or if Tenant has misrepresented any information contained in the Tenant's Lease application, Tenant shall be deemed to have materially breached its Lease obligations and be in default under this Lease, and in such event Landlord may, in addition to all other available remedies, terminate this Lease by giving Tenant a 3 day written notice. On the third day following receipt of such notice this Lease shall terminate, as though this Lease by its terms had been limited to such time, and Landlord may evict Tenant and Tenant's rights in this Lease shall automatically end and Tenant must leave the Leased Premises and give Landlord the keys. Tenant continues to be responsible for Rent for the remainder of the Lease Term (offset by any amount Landlord is able to recover by re-renting the Leased Premises), expenses, damages and losses incurred by Landlord, and Tenant agrees to pay all of Landlord's costs of such eviction including reasonable attorneys fees, court costs, service fees, etc. Tenant waives the right to make a set-off or counterclaim in any eviction proceeding commenced by Landlord against Tenant. Tenant agrees to pay to Landlord any expenses incurred by Landlord as a result of any action Landlord takes to enforce or defend its rights under this Lease, including reasonable attorneys fees.

29) Re-Renting Following Default. Landlord may re-rent the Leased Premises on Tenant's behalf; however, Landlord has no obligation or liability to re-rent the Leased Premises for Tenant and will rent Landlord's own vacant residential units, if any, prior to re-renting the Leased Premises. Tenant shall be obligated to pay Landlord for the expenses in obtaining possession and re-renting (including, without being limited to, reasonable legal fees and costs, fees of brokers, advertising, and the cost of cleaning, repairing and decorating) together with such other amounts owing under this Lease; and, thereafter, for the Monthly Rent and Added Rent as due. Landlord is not responsible to Tenant for failing to re-rent the Leased Premises or failing to collect rent from a new Tenant. Tenant waives all rights to redeem this Lease and return to the Leased Premises after possession is given to Landlord by a court of law or Landlord otherwise takes possession of the Leased Premises.

30) Subleasing or Assignment. Tenant shall not assign this Lease or enter into a sublease without Landlord's prior written consent, which shall not be unreasonably withheld. Landlord shall charge Tenant a reasonable fee to process an application for permission to assign this Lease or sublease the Leased Premises. Tenant and its guarantor(s), if any, shall remain liable under this Lease after a sublessee, assignee, or replacement tenant ("New Tenant") is permitted and the Security Deposit shall continue to be held by Landlord, notwithstanding the fact that an additional security deposit is required of the New Tenant.

Tenant shall inform Landlord of Tenant's intent to transfer its occupancy to a New Tenant by mailing a notice of such intent by certified mail, return receipt requested. Such request shall be accompanied by the following information: (i) the name of the proposed New Tenant, (ii) the permanent home address of the proposed New Tenant, (iii) Tenant's reason for subletting, and (iv) Tenant's address for the remaining term of the Lease. The proposed New Tenant shall fill out Landlord's standard rental application form. Landlord

shall, in addition to any other reasonable standards, require the proposed New Tenant to comply with all standards Landlord applies to new tenants. Within 10 days after completion of the rental application form, Landlord may ask Tenant for additional information which will enable Landlord to determine whether to consent. Within 20 days after the completion of the rental application form, or the additional information reasonably asked for by Landlord, whichever is later, Landlord shall send a notice to Tenant of its consent or lack thereof. Should Landlord consent, New Tenant execute Landlord's standard sublease agreement.

31) Liability. Landlord is not liable for loss, expense or damage to Tenant, Tenant's Guests or any person or property unless directly due to Landlord's negligence. Tenant is encouraged to maintain their own insurance to cover losses to their personal property and to cover liability due to their own actions and negligence. Tenant must pay for damages or costs incurred by Landlord relating to any claim arising from any act or neglect of Tenant or Tenant's failure to comply with any of the terms of this Lease. Tenant is responsible for all acts of Tenant's Guests. To the extent permitted by law, under any and all circumstances, Landlord's liability to Tenant and Tenant's Guests is limited to Landlord's insurance coverage available to settle or resolve such claim. Landlord recommends that Tenant obtain renter's insurance. Each Tenant herein named shall be liable jointly and severally (as a primary obligor) for the performance of Tenant's obligations hereunder, and, without limiting the generality of the foregoing, shall be fully and directly responsible and liable to Landlord for all acts and omissions on the part of any other occupant of the Leased Premises in violation of any of the provisions of this Lease.

32) Damage to Leased Premises/Property Affecting Habitability. Tenant agrees that in case of damage to the Leased Premises or the Property rendering the Leased Premises uninhabitable, Tenant will give immediate written notice thereof to Landlord. If Landlord then finds that only a part of the Leased Premises can be occupied following the damage, a proportionate Rent shall be paid for the usable portion until repairs can be completed by Landlord. If Landlord finds that the Leased Premises cannot be occupied following the damage, Landlord may notify Tenant to vacate the Leased Premises until such time as repairs are performed and Landlord determines the Leased Premises are habitable. In the event Leased Premises are not habitable for a period more than thirty (30) days in Landlord's opinion, Landlord may at its option terminate this lease without prejudice for damages. Rent shall be apportioned pro-rata to the date Tenant vacates and removes all property after notice is provided by Landlord to do so, and shall again begin to run and be payable as before the damage as of the date Landlord determines the Leased Premises to be habitable; and Landlord shall incur no further liability. If Landlord finds the Leased Premises or Property totally destroyed, or in the event Landlord shall decide not to repair or rebuild, Landlord may, within sixty (60) days of the damage, notify Tenant that Landlord has elected to terminate this Lease on the date specified in such notice; and Landlord shall retain no further liability. Tenant shall vacate the Leased Premises as per Paragraph 26 above, and the Rent shall be apportioned pro-rata to the date of termination. Landlord maintains any right which may exist, under this Lease or otherwise, to obtain recovery for damages that Tenant is responsible for. If the Leased Premises become uninhabitable due to no direct fault of Landlord, Tenant may not quit and surrender possession pursuant to New York Real Property Law §227.

33) Condemnation. If the Leased Premises or Property is taken by a governmental agency or other body having the right to take property, this Lease shall terminate on the date of the taking and Tenant shall have no claim for the value of this Lease or for any damages against Landlord arising out of such taking. Any Rent paid by Tenant for a period after the date of the taking shall be refunded to Tenant.

34) Subordination. This Lease and Tenant's rights are subject and subordinate to all present and future; (a) leases on the Property, (b) security interests or mortgages on the leases on the Property, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant.

35) Release of Landlord Following Sale/Lease. If Landlord shall sell the Property, Landlord may assign the Security Deposit to the buyer. In that event, provided that Landlord notifies Tenant of the name and address of the buyer, Landlord shall have no further liability under this Lease and shall be released from all claims against the Security Deposit and its return.

36) Representations in Application. Tenant represents that all information contained in Tenant's application for this Lease is true and correct to the best of Tenant's knowledge.

37) Successors. Landlord and Tenant both agree that this Lease binds and will continue to the benefit of Landlord and Tenant and their respective legal successors.

38) Non-Waiver by Landlord. Tenant understands that the receiving of Rent by Landlord with Landlord knowing of any violation by Tenant of any provisions of this Lease in no way indicates a waiver of such provision. In addition, any acceptance by Landlord of any amounts paid that are less than the total Rent then due and payable shall not be deemed an accord and satisfaction, and Landlord may accept any such payment without prejudice to Landlord's right to recover the balance of any Rent then due or to pursue any other remedy permitted by this Lease or by applicable law. The failure of Landlord to enforce any provision of Lease, including any of the Rules and Regulations, against Tenant, or any other tenant at the Property, shall not be seen as a waiver of any provision of this Lease, including any of the Rules and Regulations. No provision of this Lease shall be waived unless such waiver is in writing and signed by Landlord.

39) Written Notice. Any written correspondence between Landlord and Tenant shall be delivered to Tenant at the Leased Premises, or by mail at the mailing address for the Leased Premises, or by mail to the mailing address on Tenant's rental application, or through electronic means, and to Landlord, at 2115 East Avenue, P.O. Box 10370, Rochester, New York 14610. Notice to one Tenant shall be deemed notice to all Tenants.

40) No Landlord Representations. It is agreed that Landlord has made no statements or promises in respect to the Leased Premises or the Property except as contained in this Lease.

41) Changes. Any change to this Lease shall not be effective unless it is agreed to by the Landlord and Tenant in writing.

42) Possession. Should Landlord be unable to deliver possession on the Commencement Date, Landlord will not be held liable for any damages Tenant suffers, nor shall this Lease be void unless Landlord is unable to deliver possession within thirty days thereafter. Tenant's responsibility to pay Rent shall begin when Tenant receives possession.

43) Service of Process/Jury Trial. Every Tenant who signs this Lease agrees to be the agent of other Tenants and Occupants of the Leased Premises and is both authorized and required to accept, on behalf of the other Tenants and Occupants, service of a summons and other notices relative to tenancy. Both Landlord and Tenant waive any right to a jury trial for any cause of action arising out of or in connection with this Lease, to the extent permitted by law.

44) Taxes and Utility Escalation. Tenant agrees to pay as Added Rent, if so requested by Landlord, a pro-rated portion of any and all increases in real property taxes, or utility charges that are assessed or charged against the Property over and above such costs which were charged against the Property during the calendar year of the Commencement Date. Payment of these additional charges are to be made in equal monthly installments along with the payment of the Monthly Rent commencing on the first day of the month when such increased costs were charged.

45) Peaceful Enjoyment. If Tenant pays the Rent and complies with all other provisions of this Lease, Tenant, subject to the terms of this Lease, may peaceably and quietly have, hold, and enjoy the Leased Premises for the Lease Term without hindrance or ejection by Landlord and any persons lawfully claiming under Landlord. Notwithstanding, Landlord is not liable for acts of third parties which may affect Tenant's peaceful enjoyment.

46) Paragraph Headings. The paragraph headings are for convenience only.

47) Interpretation of Provisions. Each clause and provision of this Lease shall be interpreted separately, and in the event any clause or provision is found to be invalid, the remainder of this Lease shall not be affected. The masculine gender whenever used herein shall include the feminine; the feminine shall include the masculine; the neutral shall include both the masculine and feminine, and the singular shall include the plural wherever necessary or appropriate.

48) Changes in Original Application. Tenant agrees to immediately notify Landlord in writing of any changes to any of the information in the Tenant's original rental application, including telephone numbers, vehicle information and employment information.

49) Credit Report. Tenant agrees that Landlord shall have the right to report any payment delinquency to any credit bureau or agency, and to order credit reports pertaining to Tenant at any time or times throughout the Lease Term.

50) Garage Rental. Any Tenant who is renting a garage, as shown on the Cover Page, shall use the garage for storage of one registered motor vehicle only, and for no other purpose. In the event Landlord plans to demolish the garage, Landlord may do so on sixty (60) days advance notice to Tenant, and Tenant will no longer be required to pay the portion of the Monthly Rent shown on the Cover Page as being attributable to the garage.

[Signatures on following page.]

THE PARTIES HAVE CAREFULLY READ THIS LEASE AGREEMENT, UNDERSTAND IT, AND AGREE TO COMPLY WITH ITS TERMS AND CONDITIONS.

Landlord is an equal opportunity provider. Landlord does not discriminate on the basis of race, color, religion, sex, familial status, national origin or handicap.

LANDLORD:

Dated: _____

By: _____
[LLC]

TENANT / OCCUPANT:

Dated: _____

[name]

[name]

[name]

[name]

[name]

[name]

RULES AND REGULATIONS

These Rules and Regulations apply to any person occupying the Leased Premises, including but not limited to, Tenant's Guests. Landlord reserves the right to make reasonable changes to these Rules and Regulations upon 30 days notice to Tenant.

- 1) Tenant agrees to maintain the Leased Premises and the area around the Leased Premises in a clean, sanitary and orderly condition. Tenant's failure to do so will allow the Landlord to take whatever action shall be reasonably necessary to place the Leased Premises and such areas in a clean, sanitary and orderly condition, even to the extent of removing any articles which caused this condition, and to charge the reasonable cost of same back to Tenant.
- 2) Tenants are forbidden to throw anything whatsoever out of windows or doors, or in the halls of any building, or on the Property outside of any building.
- 3) Tenants shall not be allowed to play in the front areas of the buildings, public halls, stairways, elevators or in landscaped areas, nor shall bicycles, cooking grills, or other items be allowed in the front areas of the buildings, halls or common areas. Tenant shall not use cooking grills (other than electric grills) on any balconies.
- 4) Each Tenant must provide Landlord with the make, model, color and license number of any cars maintained by Tenant and any other person occupying the Leased Premises. Only those vehicles approved on the application for the Leased Premises will be allowed on the Property. Unregistered or unlicensed vehicles will not be allowed to park on the Property, nor will trailers, trucks, campers, boats, snowmobiles, or commercial vehicles, and any such unauthorized vehicles will be subject, at the Landlord's discretion, to be towed at the vehicle's owner's expense. Any vehicles parked on any lawn, sidewalk, fire lane or unauthorized location may also be towed at the vehicle owner's expense at the Landlord's discretion. In addition, Landlord will charge Tenant \$50.00 for any vehicle found parked on any lawn area. Furthermore, Tenant agrees to immediately remove vehicle upon notice. This Paragraph 4 is further subject to the provisions of Paragraph 17 below. Landlord may also remove any vehicle at the vehicle owner's expense if it reasonably appears to Landlord that the vehicle is abandoned, or inoperable, or does not display a valid inspection or registration sticker and/or license plates. Neither Landlord nor its management agent, employees or contractors shall be liable for any damage or theft of vehicles in connection with the removal of a vehicle. Tenants agree to park their registered vehicles in designated areas only and to follow all requests for proper snow removal in the parking area. Tenants will observe a 15 M.P.H. speed limit within the Property. No car covers for automobiles or motorcycles will be allowed. No maintenance work, including oil changes or car washes, shall be performed on any vehicles on the Property.
- 5) The Landlord shall not be responsible for deliveries accepted by Landlord's employees.
- 6) No outside drying of clothes or bedding will be permitted. No Tenant will be allowed to install or use Tenant's own washing machine and/or dryer. The rules posted and imposed by Landlord on laundry room usage will be followed by Tenant.

For any Tenant of the French Creek or Browncroft Townhouse Communities only – installation by Tenant of a washer and/or dryer is permitted.

- 7) Refuse must be wrapped in small light parcels and placed in designated garbage containers in areas assigned for this purpose. No volatile, highly flammable, or hazardous materials shall be placed in

these containers. All rubbish containers must be covered after use. Landlord will arrange for the normal removal of trash and rubbish from this area.

- 8) All calls for service or maintenance shall be directed to the office of the Property. Only emergency calls and calls for lock-outs after office hours are to be placed with the established emergency number.
- 9) Landlord reserves the right to impose a service charge for after hour lock-outs and a reasonable service charge for any emergency service created by Tenant. Throughout the Lease Term and any extension, Tenant will be charged \$15.00 for the first after-hour lock-out and \$35.00 for every lock-out thereafter. For purposes of this Paragraph 9, any after-hour lock-out that occurred during any prior lease between Landlord and Tenant will be considered the first after-hour lock-out under this Lease.
- 10) Tenant will not hang or affix any sign, device, notice or advertisement on any building without prior written consent of the Landlord.
- 11) Tenant will not store any flammable substance which may cause a fire hazard, and will not bring anything on the Property which would increase the risk of fire, including but not limited to, flammable oils, flammable fluids, propane, benzene, gasoline, and kerosene. Tenant will not do or allow to be done anything which will conflict with any laws or regulations in regard to fires, or with the regulations of the fire department or which shall in any way be contrary to the rules of the board of health, or conflict with or be in violation of any federal, state or local law, rule, regulation or ordinance.
- 12) No alterations, additions, or improvements to the balconies or terraces of the Leased Premises will be allowed without the written permission of the Landlord.
- 13) The hallways, sidewalks, entrances, passages, elevators, and stairways are not to be obstructed or used for any purpose than as a means of entering or leaving any building.
- 14) Tenant shall not bring any items creating a floor load in excess of 70 pounds per square foot into the Leased Premises without prior approval of Landlord.
- 15) Aerials, antennas, awnings, satellite dishes or other objects are not to be attached to the outside of any building.
- 16) Tenant agrees to use all plumbing fixtures such as toilets, sinks, drains, bathtubs, etc. only for the purpose for which they were constructed. Tenant will not allow sweeping, rubbish, rags, diapers, sanitary napkins or other improper articles to be placed or thrown into these fixtures. Tenant agrees to pay for cost of repairing any damage to plumbing and fixtures and clearing the drains of any and all damages or stoppages except those which the plumber who was called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God.
- 17) Tenant shall reimburse or compensate the Landlord for any damage or injury to any landscaped area, trees, lawn, shrubs and plants caused by Tenant, Tenant's family, employees, guests or other occupants of the Leased Premises.
- 18) Tenant or Tenant's Guests will not at any time enter or attempt to enter the roof of any building, boiler rooms, utility rooms, or other areas set aside for the Landlord except in the event of emergency.
- 19) The Tenant will not take any action which will promote conditions allowing for insects and rodents to thrive. Tenant shall be responsible for paying any pest extermination costs incurred by Landlord as a result of Tenant's failure to comply with this paragraph.

- 20) Tenant agrees to comply with all regulations and laws regarding recycling. Tenant agrees to pay any fine or penalty placed upon Tenant or Landlord for any non-compliance. In the event Landlord provides Tenant with any type of recycling container, Tenant agrees to leave it in the Leased Premises at the expiration of the Lease or pay to Landlord an amount equal to the replacement cost.
- 21) Landlord will make reasonable efforts to stop Tenant's neighbors from disturbing Tenant's peace. Landlord, however, is not responsible for controlling the actions of other residents, their families, their guests or other uninvited persons. If Tenant is seriously disturbed by actions in the Property, Tenant should call the police.

Nothing in these Rules and Regulations shall in any way be construed as limiting or relieving Tenant of any of Tenant's obligations under the Lease. In the event any of these Rules and Regulations conflict with the Lease, the language in the Lease shall control. Landlord may enforce these Rules and Regulations at any time, and Landlord's failure to enforce any of these Rules and Regulations shall not be deemed to be a waiver of these Rules and Regulations.

The foregoing Rules and Regulations are made a part of the Lease, as set forth in Paragraph 9 of the Lease.

[Signatures on following page.]

**THE PARTIES HAVE CAREFULLY READ THESE RULES AND REGULATIONS,
UNDERSTAND THEM, AND AGREE TO COMPLY WITH THEIR TERMS AND CONDITIONS.**

LANDLORD:

Dated: _____

By: _____
[LLC]

TENANT / OCCUPANT:

Dated: _____

[name]

[name]

[name]

[name]

[name]

[name]

