

**RESIDENTIAL LEASE AGREEMENT**

This agreement dated \_\_\_\_\_, is by and between LANDLORD, **Bleu Group Enterprise, LLC** and TENANT, \_\_\_\_\_ for the dwelling located at: \_\_\_\_\_ Under the following terms and conditions:

1. **Fixed-Term Agreement (Lease):** Tenants agree to lease this dwelling for a fixed term of \_\_\_\_\_, **Beginning** \_\_\_\_\_ **and Ending** \_\_\_\_\_. Thereafter, this agreement shall become a month-to-month agreement ONLY if Landlord accepts Rent from Tenants.
2. **Rent:** Tenants agree to rent this dwelling for the sum of \$ \_\_\_\_\_ per month and payable in advance. The first month's rent is \$ \_\_\_\_\_ **of which \$ \_\_\_\_\_ received / /** \_\_\_\_\_
3. **Form of Payment:** Tenant agrees to pay rent in the form of a personal check, a cashier's check or a money order to the landlord.
4. **Rent Payment Procedure:** Tenants agree to pay their rent to the owner at the following address: **PO BOX 336, Schenectady NY 12301** , utilizing the mail service.
5. **Returned Checks:** If for any reason a check used by tenants to pay owners is returned without having been paid. The tenants will pay a fee for the returned check at a charge of \$35.00 and take whatever other consequences there might be in making a late payment. After the second time that a tenant's check is returned, tenants must thereafter secure a cashier's check or money order for payment of rent.
6. **Rent Due Date:** The due date for the rent owing under this agreement is the **1st of every calendar month**. The LATE DATE is one day later. There is no grace period. Tenants may pay their rent on or before the due date. The very next day is the rent late date. This is the first day when owners will consider the rent late. Owners expect to have RECEIVED the rent before this date. If tenants rent is due on the first it must be received on or before the first to be on time.
7. **Late Fees:** Landlord expects tenants to pay rent promptly and on time each month. In the event that this does not occur for any reason, the tenant will agree to pay a late fee of 10% of the monthly rent payment due in conjunction with that month's full rent within 10 days of the due date. LATE FEES ARE DEEMED ADDED RENT.
8. **Deposits:** Tenants agree to deposit with the owner/landlord the sum of \_\_\_\_\_ payable before they occupy the premises. Landlord may withhold from these deposits only what is reasonable necessary to cover the following tenant defaults:
  - a. Damages to the dwelling
  - b. Extraordinary cleaning costs following tenant's departure
  - c. Unpaid rent and various other accrued and unpaid charges
  - d. Legal and service charges
9. **Cancellation:** If for any reason this contract is canceled, the security deposit will not be returned to tenant.
10. **Utilities/Services:** Tenants agree to pay all utilities and services with the exception of the following, which owner agrees to pay: For multi-unit dwelling - Heat and Hot Water included. For single family home - no utilities are included.

**11. Occupants:** The number of occupants is limited to     occupants    . No one else may live within the unit without the Landlords prior written permission with the exception of immediate family or dependant children.

**12. Guests:** Tenants may house any single guest outside occupants listed above for a maximum period of seven (7) days every six (6) months.

**13. Subletting and Assignment:** Tenants shall not sublet the entire premises or any part of the premises, nor shall they assign this agreement to anyone else without first obtaining the Landlord's written permission. If tenant does so without permission, Landlord has the right to cancel the lease as stated in default section

**14. Liquid Filled Furniture:** Tenants agree not to keep any liquid-filled furniture in this dwelling without first obtaining landlords written permission.

**15. Vehicles:** Tenants agree to keep a maximum of \_\_\_\_\_ vehicles on the premises. These vehicles must be both operable and currently licensed. Tenants agree to park their vehicles in assigned spaces and to keep those spaces clean of oil drippings. Tenants agree to advise their visitors about parking and to take responsibility for where their visitors park. Only those motorcycles, which have exhaust muffling comparable to that of a passenger car, are allowed. Only those self-propelled recreational vehicles, which are used for regular transportation, are allowed. Tenants agree not to park boats, recreational trailers, utility trailers and the like on the premises without first obtaining the landlords written permission. Tenants agree not to repair their vehicles on the premises if such repairs will take longer than a single day.

**16. Appliances:** Although there may be appliances in the dwelling, such as a refrigerator, stove, dishwasher, clothes washer/dryer, microwave, garbage compactor or disposal, the use of these appliances is not included in the rent. If Tenants wish to used these appliances, they agree to assume all responsibility for care and maintenance.

**17. Tenant Inspection:** Tenants have inspected the dwelling and its contents and agree that they are in satisfactory order, as are the electrical, plumbing and heating systems.

**18. Notification of Serious Building Problem:** Tenants agree to notify the Owners/Landlord immediately upon first discovering any signs of serious building problems such as a crack in the foundation, a tilting porch, a crack in the plaster or stucco, moisture in the ceiling, buckling sheetrock or siding, a leaky roof, a spongy floor, a leaky water heater or termite activity.

**19. Windows:** Tenants agree to be responsible for any windows, which become cracked or broken in their dwelling while they live there. If windows are left open during cold months to regulate heat without notification to Landlord of heat regulatory issues, the tenant will owe an additional \$100 per month in rent starting that month. Only applicable for apartment units.

**20. Drain Stoppages:** As of the date of this agreement, Landlord warrants that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks or newspapers. Tenants agree to pay for cleaning the drains of any and all stoppages except those, which the plumber who is called to clear the stoppage will attest in writing, were caused by defective plumbing, tree roots or acts or God.

**21. Trash:** Tenants agree to dispose of their ordinary household trash by placing it into a receptacle for periodic collection. They agree to dispose of their extraordinary household trash by hauling it to the dump themselves or by paying someone else to haul it away. Tenants agree to pay for trash collection service when applicable. Home rentals must arrange trash removal service.

**22. Outside Placement:** Landlord further reserves the right to construct property improvements above or below the ground anywhere on the premises so long as they conform to all building codes.

**23. Damage:** Tenants agree to pay for repairs of all damage, which they or their guests have caused.

**24. Locks/Lockouts:** Tenants agree that they will not change the locks on any door or mailbox without first obtaining Landlord's written permission. Having obtained permission, they agree to pay for changing the locks themselves and to provide the Landlord with one duplicate key per lock. Should Tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call upon a professional locksmith to let them in. In either case, the Tenant is responsible for payment of the charges and/or damages incurred.

**25. Alternatives, Decorations and Repairs:** Tenants agree not to alter or decorate their dwelling without first obtaining Landlord's written permission. Landlord reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

**26. Access:** Owners/Landlord recognize that Tenants have a right to privacy and wish to observe that right scrupulously. At certain times, however, owners, their employees, or agents may have to gain access to the tenants dwelling for the purposes of showing it to prospective tenants, purchasers, lenders or others or for repairs, inspection or maintenance. Landlord will provide tenants reasonable notice of twenty-four (24) hours or less than twenty-four (24) hours with Tenants concurrence. In emergencies, there will be no notice. In addition, there will be a quarterly Owner/Tenant Inspection to confirm condition of the unit.

**27. Maintenance and Repairs:** Tenants have inspected the premises and acknowledge that they are in satisfactory condition and accept the premises in "As Is" condition as suited for the use intended. Tenants shall be responsible for all repairs, maintenance and damages of the above dwelling. Lawn care and snow removal is the responsibility of the Tenant. If kitchen has granite counter tops, cracks and chips will be repaired at the tenant's expense.

**28. Peace and Quiet:** Tenants are entitled to the quiet enjoyment of their own dwelling and their neighbors are entitled to the same. Tenants agree to refrain from making loud noises and disturbances and to keep down the volume of their music and broadcast programs at all times so as not to disturb other people's peace and quiet.

**29. Telephone/Cell:** If and when Tenants installs or changes a cell or telephone number, they will furnish owners/Landlord with number within three (3) calendar days. Landlords agree to take reasonable precautions to keep it from falling into the hands of third parties.

**30. Business Use:** Tenants agree to use this dwelling as their personal residence. They agree to conduct no business on the premises without first obtaining Landlord written permission.

**31. Lawful Use:** Tenants agree that they will not themselves engage in any illegal activities on the premises nor will they allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities.

**32. Insurance:** Landlord has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or owner negligence. Owner' insurance does **NOT** cover Tenants' possessions or Tenant' negligence. Tenants shall obtain a Tenants' insurance policy to cover damage to or loss of their own possessions, as well as losses resulting from their negligence. Tenants agree to show owners/Landlords evidence of such policy within one (1) month of this agreement.

- 33. Insurance Considerations:** Tenants agree that they will do nothing to the premises nor keep anything on the premises, which will result in an increase in the owner's insurance policy or an endangering of the premises. Neither will they allow anyone else to do so.
- 34. Fire or Casualty Damage:** Should fire or casualty damage have been caused by Tenant's own action or neglect, they shall **not be** relieved of the responsibility for payment of rent, and they shall also bear the full responsibility for repair of the damage.
- 35. Identity of Property Manager:** The person who is responsible for managing this dwelling is: \_\_\_\_\_ and his/her phone# is: \_\_\_\_\_.
- 36. Holding over:** If Tenants remain on the premises following the date of their termination and rent is not accepted, they are "holding over" and become liable for "rental damages".
- 37. Possession:** Landlord shall endeavor to deliver possession to Tenants by the commencement date of this Agreement.
- 38. Smoking:** It is the intent of the Landlord to make 8 Union St a smoke-free dwelling and as such, smoking is prohibited within the building.
- 39. Illegal provisions not affecting legal provisions:** Whatever item in this agreement is found to be contrary to any local, state or federal law shall be considered null and void, just as if it had never appeared in this agreement, and it shall not affect the validity of any other item in the agreement.
- 40. Non-Waiver:** Should either owners or Tenants waive their rights to enforce any breach of this agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach. Although owners may know when accepting rent that Tenants are violating one or more of this agreement's conditions, owners in accepting the rent are in no way waiving their rights to enforce the break, neither owners nor Tenants shall have waived their rights to enforce any breach unless they agree to waiver in writing.
- 41. Reference in Wording:** Plural references made to the parties involved in this agreement may also be singular, and single references may be plural. These references may also apply to owners and Tenants' heirs, executors, administrators, or successors, as the case may be.
- 42. Entire Agreement:** As written, this agreement constitutes the entire agreement between the Tenants and owners. They have made no further promises of any kind to one another, nor have they reached any other understandings, either written or verbal.
- 43. Consequences:** Violation of any part of this agreement or nonpayment of rent when due shall be cause for eviction under appropriate sections of the applicable code.
- 44. Attorney's Fees:** If either party to this agreement shall bring a cause of action against the other party for enforcement of the agreement, the prevailing party shall recover reasonable attorney's fees involved.
- 45. Default:** The occurrence of the following shall constitute a material default and breach of lease by Tenant:
- a. Any failure by the Tenant to perform any provision of this lease to be performed by Tenant where such a failure continues thirty (30) days after written notice thereof by landlord will constitute a material breach of this contract.

b. Tenant shall have breached this residential lease if payment is not received on or before the first of the month as specified on paragraph 6.

46. **Pets:** No pets may be allowed in this dwelling without the express permission of the Landlord. \_\_\_\_\_

47. **Remedies upon Default:** In the event of any such default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the option to terminate this lease and all rights here under by giving written notice of intention to terminate.

48. **Notice on Radon Gas and Lead Paint:** Radon is a naturally occurring radioactive gas that when it has accumulated in a residence in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Lead is often found in older structures of which this property is. Lead Paints and Levels of Radon that exceed federal and/or state guidelines may have been found in residences in this state.

49. **Preparer's Disclaimer:** All of the undersigned parties in this agreement agree no to hold the preparer of this document liable for any errors, omission, mistakes or negligence.

50. **Modification:** Any modification of any portion of this agreement must be made in writing signed by both parties.

51. **Background checks:** Lease is contingent upon a completed background and credit check.

**Acknowledgment:** The undersigned tenants hereby acknowledge that they have read this agreement, understand it, agree to it and have been given a copy. They further have been advised to seek professional legal, tax and financial counsel concerning this concerning this contract.

\_\_\_\_\_  
**Landlord**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**Date**

# DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

## Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

## Lessor's Disclosure (initial)

\_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and Reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Lessee's Acknowledgment (initial)

\_\_\_\_\_ (c) Lessee has received copies of all information listed above.

\_\_\_\_\_ (d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

## Agent's Acknowledgment (initial)

\_\_\_\_\_ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

## Certification of Accuracy

The following parties have reviewed the information above- and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Leassor \_\_\_\_\_ Date \_\_\_\_\_

Date Agent Date

Agent

6/21/96

capital Region Multiple Usting SeJVice. Inc.

**SECURITY DEPOSIT RETURN**

In order to insure return of your security deposit, ALL OF THE FOLLOWING CONDITIONS MUST BE MET upon vacating your apartment:

- 1. Security deposit must NOT be used towards last months rent. By state law these follow separate banking and accounting procedures and may not be interchanged. Last month's rent must be promptly paid or legal action will be instituted.
- 2. Charges for damage vary according to the extent and cost of repair and/or replacement. If you are aware of the damages such as carpet stains, burned countertop, etc., we advise you to notify the management prior to move-out, and an estimate will be given you.
- 3. The office must be notified 90 days in advance of your EXACT moving date.
- 4. IMPORTANT --- Please read carefully. We expect the apartment/home be returned to us in the same clean, undamaged condition you received it.
  - a. Kitchen appliances and cupboards must be cleaned.  
Stove must be cleaned underneath burner pans.
  - b. Bathrooms must be scrubbed.
  - c. Nothing can be left in the apartment such as trash, food, hangers, etc.
  - d. If you have an excess of trash, do not leave it in the apartment.
- 5. Leave oven grids, broiler pan, attachments and ice cube trays.
- 6. Please call office to arrange a time for a move-out inspection (518) 688-9035. We inspect ONLY when unit is COMPLETELY EMPTY unless mutually agreed upon. Please arrange to be present at inspection.
- 7. Please return your keys to management. Leave your forwarding address.

If the above conditions are not fulfilled, security deposits WILL NOT be refunded. If the conditions are met, you will receive your check by mail or personal delivery 1-30 days from date of move out.

The following are the scheduled backcharges:

Uncleaned Kitchens;

- Uncleaned Oven and Burners \$75.00
- Uncleaned Refrigerator \$75.00
- Uncleaned Cabinets, counters and sink \$50.00

- Uncleaned Bathrooms , \$125.00 per
- Ceiling and wall holes greater than a pencil diameter, \$25.00 per
- Wallpaper Holes, \$20.00 per
- MoUyBolts in walls, \$25.00 per
- Excessively dirty carpet, \$250.00 & up
- Trash Removal, \$50.00 & up
- Non-Return of Key \$25.00
- Broken Windows \$5.00 & up
- Clogged toilet, sink drains, \$50.00 & up
- Missing smoke detectors, \$25.00 each

Tenant -. \_\_\_\_\_

Tenant: -. \_\_\_\_\_

Landlord - \_\_\_\_\_

**Backyard Recreational Equipment waiver;**

If outside recreation gear such as a shared BBQ, patio chairs, fire pits, tree house, a climbing tree, etc. are used by the tenant, the landlord is NOT responsible for any injuries directly or indirectly caused from their use. It is the responsibility of the tenant to be aware and observe any town or city ordinances and laws.

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Signature Date

---

Printed Name

---

Signature Date

---

Printed Name

## HOUSE RULES Quick Reference

1. Applicants subject to credit/background checks & must be completed prior to lease execution.
2. A copy of the applicant's driver's licenses is required at lease signing.
3. Rent payments are to be mailed to the Landlord by the first of every month. The Landlord is not responsible to pick it up. Electronic transfers for rent payment is preferred.
4. Rent payments received after the 5th of the month will be assessed a \$10% of monthly rent late fee and due by the 10th of the month.
5. There will be a \$35.00 fee for all returned checks. Setting up Electronic transfers for rent payments prevent late or returned check fees. Bleu Group Enterprise Acct is with SEFCU.
6. Security deposit is not used as last month's rent.
7. Tenant must have renter's insurance with a \$500.00 deductible.
8. Satellite dish installation permitted unless permission is granted by the Landlord. Cable & Fios are approved cable/internet providers and landlord must be notified for any gear installations
9. No pools, trampolines, allowed. Any exterior recreation gear is "use at your own risk"
10. Stereos are to be turned down after 10:00 pm or at a reasonable time per neighbor feedback.
11. Property & apartments will be routinely inspected by Landlord.
12. **No Smoking indoors.** All cigarette butts should be disposed of. **DO NOT THROW ON LAWN** when smoking outside.
13. Window cleaning is the responsibility of tenant.
14. No pets allowed unless written approval.
15. There should not be any dirty dishes left in the sink for more than 24 hours.
16. No more then one bag of garbage in apartment/dwelling at any given time.
17. Tenant is to give Landlord at least 60 days notice of non-renewal of lease.
18. Apartment is only to be occupied by tenants on lease.
19. No hanging out on roofs.
20. Be courteous to neighbors.
21. Visitors are to use overflow parking, not other tenants regular parking.
22. No personal belongings in common areas of multi-unit dwellings.
23. Do not disconnect smoke alarms. There will be a \$25.00 fee for missing smoke alarms.
24. Carpets must be shampooed after move out.
25. Tenant is responsible for changing light bulbs and smoke detector batteries.
26. Bedrooms are the intended sleeping areas for occupants of the apartment or home.
27. Clogged toilets are the tenant's responsibility. Should one present, landlord must be notified too. There is a \$75.00 fee for the Landlord to snake the toilet. Use plunger immediately if clogged.
28. Security deposit will be returned, if applicable, 1 day after move out date.
29. Security deposit will not be returned if the lease is broken.
30. For single-family homes, not rental units within multi-unit dwellings, the exterior must be maintained by the tenant with their own lawn and snow removal tools. No garbage or debris left in the front, back or side yards. Bagged organic debris and tied-up sticks can be placed by curb for town removal.
31. Mail is delivered to common box and it is the responsibility of the tenant that receives the mail to place in individual mailboxes within the dwelling
32. Laundry area must be keep clean and clear and the dryer filter cleaned after ever use.
33. If a Dehumidifier is provided the filter must be cleaned once a quarter.
34. If kitchen has granite counter tops or stainless steel appliances, cracks, chips and scratches will be repaired at the tenant's expense. Also, granite counter-top safe and stainless steel safe cleaners **MUST** be used. Multi-surface Windex for example. And Murphy's on the floor.
35. Tenant will call utilities to transfer Power, Cable services and waste removal prior to move in date. National Grid; 800-664-6729 tw cable; 518-869-5500 or fios; 800-501-1172  
For single family homes only-County Waste: 518 877-7007; Pick-up is on Friday