

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BROMPTON HEIGHTS, INC., a corporation with an address of 275 Brompton Road, Williamsville, NY 14221 (the "Landlord") and \_\_\_\_\_ (the "Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in Erie County, New York, such real property having a street address of 275 Brompton Road, Williamsville, NY 14221 (the "Property").

**WHEREAS**, Landlord desires to lease an apartment or unit within the Property (the "Premises") to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

**NOW, THEREFORE**, and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **TERM.** This Agreement shall commence on \_\_\_\_\_ ("Commencement Date") following the successful processing of credit/background check.

\_\_\_ **A. Lease:** This Agreement shall continue as a lease for term. (Must be renewed annually.) The termination date shall be on (date) \_\_\_\_\_ at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless the following circumstance occurs: Landlord and Tenant formally extend this Agreement in writing or create and execute a new, written, and signed agreement.

\_\_\_ **B. Eviction:** Failure to vacate premises shall result in formal eviction procedures. Failure to comply with the formal written request shall result in the Landlord pursuing a suit in court against the Lessee. Rent shall continue at the rate specified in this Agreement, or as allowed by law. All other terms and conditions as outlined in this Agreement shall remain in full force and effect.

\_\_\_ **C. Lease Extension:** You may request an extension to your lease. However, Landlord must receive written notice from Tenant and a completed extension form (attached hereto as **Exhibit A**) delivered to Landlord thirty (30) days prior to the expiration of the original term for the extension request to be effective.

\* If said Lessee requires a need for a higher level of care and is appropriate for services at Brompton Heights Assisted Living Facility, 30 days notice shall be waived for admission into the Assisted Living Facility based upon availability.

2. **RENT.** Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. However, the Security Deposit shall not be considered Rent. Tenant shall pay to Landlord \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1<sup>st</sup> day of each calendar month and shall be considered advance payment for that month. If not remitted on the 1<sup>st</sup>, Rent shall be considered overdue and delinquent on the 2<sup>nd</sup> day of each calendar month. In the event that the Commencement Date is not the 1<sup>st</sup> of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on the commencement date.

Acceptable forms of payment of Rent to Landlord shall be [**check all that apply**]:  personal check,  money order,  cashier's check, or  other: \_\_\_\_\_. Payment shall be made to Landlord under the following name and address: Brompton Heights, Inc., 275 Brompton Road, Williamsville, NY 14221.

In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Landlord may require, in writing, that Tenant pay Rent in cash for three months, and that all future Rent payments shall be remitted by Tenant to Landlord by money order or cashier's check.

3. **SECURITY DEPOSIT.** As a security deposit, Tenant shall deposit with Landlord the sum (not to exceed one month's rent). Tenant shall be required to deposit with Landlord the sum of \$\_\_\_\_\_ to be paid upon submission of rental application for the faithful performance of Tenant's promises and duties contained herein (the "Security Deposit"). As required under Section 7-103 of the General Obligations Law, If a Security Deposit is required, Landlord shall hold such security deposit in an interest bearing bank account located in New York state as security for any damage caused to the Premises or for any unpaid rent or late fees during the term hereof. Landlord may deduct from the Security Deposit amounts sufficient to pay (1) any damages sustained by Landlord as a result of Tenant's nonpayment of rent or non fulfillment of the term of this Lease Agreement; (2) any damages to the Premises for which Tenant is responsible; (3) any unpaid bills which become a lien against the Premises due to Tenant's occupancy; (4) any costs of re-renting the Premises after a breach of this Lease by Tenant; (5) any court costs incurred by Landlord in connection with terminating the tenancy; and (6) any other damages of Landlord which may then be a permitted use of the Security Deposit under the laws of this State. If Landlord uses or applies any of the Security Deposit during the Term, Tenant shall immediately replenish it to its originally required amount. After having deducted the above amount, Landlord shall, if Tenant's address is known to him, refund to Tenant, within thirty (30) days after the termination of the tenancy and delivery of possession, the balance of the Security Deposit along with an itemized statement of any deductions. If Tenant's address is unknown to Landlord, Landlord may deduct the

above amount and shall then hold the balance of the Security Deposit for Tenant's collection for a six (6) month period beginning upon the termination of the tenancy and delivery of possession by Tenant. If Tenant fails to make demand for the balance of the Security Deposit within the six (6) month period, Landlord shall not thereafter be liable to Tenant for a refund of the Security Deposit or any part thereof. At the end of the term of the Agreement, Landlord shall pay Tenant the interest earned on such amount, less the one percent (1%) administrative fee referred to in Section 7-103 of the General Obligations Law.

Tenant Initials: \_\_\_\_\_ Landlord Initials: \_\_\_\_\_

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant as a private dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private dwelling. Tenant may allow no more than one (1) additional individuals, other than transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant, his guests and agents, shall comply with and abide by the Landlord's existing rules and regulations, the rules and regulations established by Brompton Heights, Inc., landlord management company, and such future reasonable rules and regulations as the Landlord may from time to time at its discretion adopt, governing the use and occupancy of the Premises and any common areas and facilities used in connection with it. The Property's current rules and regulations (the "Rules and Regulations") are attached hereto as **Exhibit B**. Furthermore, Tenant shall comply with any and all other laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Tenant acknowledges that he has inspected the Premises and he agrees that the Premises and any common areas used in connection with them are in a safe, fit and habitable condition and, where applicable, that the electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances furnished with the Premises are in good and proper working order. Tenant also acknowledges that no representation as to the condition or state of repair of the Premises has been made.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall not make any alterations, additions or improvements in or to the Premises or paint or decorate (including the hanging of plants, pictures, mirrors, etc., from the ceilings or walls) the Premises without

the Landlord's prior written consent (which consent shall be granted or denied in Landlord's sole discretion) and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Tenant's expense and at such times and in such manner as the Landlord may approve. All alterations, additions, and improvements to the Premises, whether made by the Landlord or Tenant, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.

8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot provide possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **WEAPONS AND HAZARDOUS MATERIALS.** Tenant may not have any handgun, firearm, weapon, or hazardous substance of any type or any item of a dangerous, explosive or flammable character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Utilities (Water, Electric and wireless internet) are included. Telephone services and cable are the responsibility of the Lessee.
11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises in good and sanitary condition and repair during the term of this Agreement and any renewal thereof and in accordance with the Rules and Regulations.
12. **DAMAGE TO PREMISES.** If, in the opinion of the Landlord, all or any part of the Premises or Property should become damaged or untenable during the term hereof because of damage or destruction by fire or other casualty, Landlord shall have the right to terminate this Agreement, or move Tenant to similar accommodations within the Property and repair and restore the Premises or Property. In the event of such damage or destruction to the Premises or Property without the fault of Tenant, his agents or invitees, Tenant's obligations to pay rent hereunder shall be abated only if Landlord terminates this Lease, or does not furnish Tenant with similar accommodations within the Property. If damage or destruction of the Premises or its furnishings is determined to be the fault of the Tenant or Tenant's invitees, then Tenant and/or Guarantor agrees to pay for all repairs and damages (including replacement costs) beyond that attributed to normal wear and tear.
13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter

the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building or in connection with leasing, financing or selling of all or any portion of the Property . [Landlord and its agents shall further have the right to exhibit the Premises and to display the usual “for sale”, “for rent” or “vacancy” signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. **SUBORDINATION OF LEASE.** This Agreement and Tenant’s interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
15. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear excepted.
16. **PETS.** Must receive written permission and consent from the Landlord to keep a pet within the premises or on the property. (Restrictions apply.) In the event a pet is permitted by Landlord, a non refundable pet fee is required to be paid in conjunction with the security deposit. Pets weighing no more than 40 lbs. are permitted. Any costs associated with pet damage will be the responsibility of the Tenant above and beyond the \$500 non-refundable pet fee. Breeds with a history of aggression are not permitted. The Tenant must keep their animal under control at all times. This includes barking.

The Tenant is totally responsible for cleaning up after their animal. This would include, but not limited to picking up and properly disposing of any waste produced by the animal. A litter box will be cleaned on a daily basis by the Tenant to avoid offensive odors. The litter will be bagged, tied and disposed of in a dumpster.

The animal must be on a leash at all times, when outside of the Tenant’s actual paid living space. This includes all outdoor areas.

All required immunizations must be given to the animal, at the Tenant’s expense. All dogs must have a current license.

If the pet damages the Premises, becomes a hazard or nuisance to other tenants or residents, the Landlord, in its sole discretion, may demand that Tenant immediately remove the pet from the Premises and Property.

17. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof and Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Landlord. .
18. **INDEMNIFICATION.** Landlord, its officers, agents and employees, shall not be liable in any manner for any loss, injury or damage to Tenant, its agents and guest, including but not limited to, acts of theft, burglary, vandalism and assault. Tenant assumes all risk of loss or damage of Tenant's property within the Property or Premises which may be caused by water leakage, fire, windstorm, explosion or other cause, or by the act or omission or any other tenant in the Property. Tenant agrees to and hereby does indemnify and hold harmless Landlord, its officers, agents and employees from and against any and all claims for injury, loss or damages to person or property, regardless of cause, arising out of or resulting from damage, injury or loss alleged to have been sustained by Tenant; without in any way limiting or restricting the generality of the above, Landlord shall not be liable for any claims arising from acts of theft, burglary, vandalism, assault and other criminal activity committed on the Property.
19. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement. If Tenant defaults and Landlord terminates this Lease, Landlord shall use reasonable efforts to mitigate Tenant's damages. In addition, if Tenant finds a suitable new tenant not already leasing at the Property to move into the Premises, subject to Landlord's approval, Landlord shall apply the rent paid by the new tenant against the rent otherwise due under this Lease. The Tenant's responsibilities under this Agreement continue until the termination date. In addition, if this Agreement is terminated, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity.
20. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of 5%.

21. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
22. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
23. **GOVERNING LAW.** This Agreement is entered into in **New York** and shall be construed under the laws, statutes and ordinances of such jurisdiction. **TENANT AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS LEASE MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR ANY FEDERAL COURT SITTING IN ERIE COUNTY, NEW YORK AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON TENANT BY MAIL AT THE ADDRESS SET FORTH IN THIS LEASE. TENANT HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM.**
24. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
25. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
26. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

27. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

28. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

29. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

30. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

To Landlord:           Brompton Heights, Inc.  
                              275 Brompton Road  
                              Williamsville, NY 14221  
                              Attention: \_\_\_\_\_

With a copy to

To Tenant: \_\_\_\_\_  
                              \_\_\_\_\_  
                              \_\_\_\_\_

31. **AMENDMENT OF LAWS.** In the event that subsequent to the execution of this Lease any state statute regulating or affecting any duty or obligation imposed upon the Landlord or the manner in which Security Deposits shall be held, applied or refunded, is enacted, amended, or repealed, the Landlord may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease or of the statutes in effect when this Lease was executed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year written below their respective signature.

LANDLORD:

BROMPTON HEIGHTS, INC.

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Date: \_\_\_\_\_

TENANT:

Sign: \_\_\_\_\_ Print: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT:

Sign: \_\_\_\_\_ Print: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT:

Sign: \_\_\_\_\_ Print: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**Lease Extension**

**THIS LEASE EXTENSION** (hereinafter referred to as the "Extension") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Brompton Heights, Inc., 275 Brompton Road, Williamsville, NY 14221 (hereinafter referred to as "Landlord") and \_\_\_\_\_ (hereinafter referred to as "Tenant").

**TERM.** The original lease was dated: \_\_\_\_\_. The original lease began: \_\_\_\_\_. The original lease shall end: \_\_\_\_\_.

**EXTENSION.** The Lease Extension shall occur for:

30 days                      60 days                      90 days                      (circle one)

**As to Landlord this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.**

Sign: \_\_\_\_\_ Print: \_\_\_\_\_

Date: \_\_\_\_\_

**As to Tenant, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.**

Sign: \_\_\_\_\_ Print: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit B**

### **Rules and Regulations**

Tenant, Tenant's family, guests and invitees shall at all times:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order;
- (c) Not obstruct or cover the windows or doors; window blinds are provided by Brompton Heights, Inc. for privacy;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior consent of Landlord;
- (g) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (h) At all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (i) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (j) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (k) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Landlord.