



LONGLEY JONES MANAGEMENT CORPORATION
LEASE AGREEMENT

The Landlord and Tenant agree to lease the Apartment for the Term and at the Rent stated on these terms:

LANDLORD:

Longley Jones Management Corporation, As Agent For
Meadowbrook Apartments
24 Meadowbrook Drive
Slingerlands, NY 12159

GUARANTOR:

TENANT(s):

ADDRESS FOR NOTICES: 2000 Sixth Avenue
Troy, New York 12180

Apartment: Bldg # __ Apt # __ AT Meadowbrook Apartments
Slingerlands, NY 12159

Table with 4 columns: Lease Date, Term (Beginning/Ending), Yearly Rent, Monthly Rent, Security. Values are blank lines.

1. USE:

The Apartment must be used only as a private Apartment to live in and for no other reason. Only a party signing this lease and those persons listed on the rental application shall have right to reside, either temporarily or permanently, in the leased premises.

2. RENT, ADDED RENT:

The rent payment for each month must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent.

Tenant agrees to pay a \$50.00 late fee if rent is not received by the 5th of each month, at the office of Landlord or other such place as Landlord may designate, and a sum of \$1.00 per day until rent is paid. Late charges are deemed added rent.

If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the term will then be due and payable. If rent payments are to be made at the property, checks and money orders only will be accepted. Cash cannot be used to pay rent. There is a \$30.00 fee due as added rent for a bounced check. This charge is in addition to the regular monthly rent payable by the Tenant. Return check charges are deemed added rent.

3. FAILURE TO GIVE POSSESSION:

Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be due from the date the apartment is available for possession. In such case, the first month's rent shall be apportioned. Rent shall thereafter be due as provided in this paragraph. The ending date of the Term will not change.

4. SECURITY DEPOSIT:

Tenant has delivered to Landlord a security deposit for the performance by Tenant of the terms of the Lease. Landlord will deposit such security in an interest bearing account at ALLIANCE BANK located at Syracuse, New York. If the rent is increased Tenant shall deliver to the Landlord, on or before the effective date of such increase, as additional security, a sum equal to the monthly increase.

If Tenant does not pay rent on time, Landlord may use the security to pay for rent past due. If Tenant fails to perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security Tenant shall upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. At all times Landlord is to have the amount of security stated above.

If Tenant fully performs all terms of this lease, pays rent on time and leaves the Apartment in good condition on the last day of the term, then Landlord will return the security deposit being held. If Landlord sells or leases the Building, Landlord may give the security to the buyer or lessee. In that event, Tenant will look only to the buyer or lessee for the return of the security. The security is for Landlord's use as stated in this Section. Landlord may put the security in any place permitted by law. If the law states the security must bear interest, unless the security is used by Landlord as stated, Landlord will give Tenant the interest less the sum Landlord is allowed to keep for expenses. If the law does not require security to bear interest, Tenant will not be entitled to it. Landlord need not give Tenant interest on the security if Tenant is not fully performing any term in the Lease. The security deposit referred to in this paragraph is deemed additional rent. Security Deposit shall not be used by the tenant for the last month's rent or any month's rent.

5. JOINT AND SEVERAL:

If two or more Tenants execute this lease, their liability is joint and several.

6. TENANT'S REPRESENTATION:

Tenant represents and warrants the accuracy of all statements made in the application submitted in connection with this Lease and in any report of income made by or on behalf of Tenant or any statement of family income or family composition and it shall be a default under this Lease if any statement contained therein shall prove inaccurate at any time.

7. SERVICES:

Landlord will supply: (a) heat as required by law when applicable, (b) hot and cold water for bathroom and kitchen sink, (c) use of elevator, if any, and (d) cooling if central air conditioning is installed. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Damage to the equipment or appliances supplied by Landlord caused by

Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair costs will be added rent.

Tenant must pay for all electric, gas, telephone, and other utility services used in the Apartment and arrange for them with the public utility company. Tenant must not use dishwasher, washing machine, dryer, freezer, heater, ventilator, and air cooling equipment or other appliance unless installed by Landlord or with Landlord's written consent. Tenant must not use more electric than the wiring or feeders to the building can safely carry.

Landlord may stop service of the plumbing, heating, elevator, and air cooling or electrical systems, because of accident, emergency, repairs, or changes, until the work is complete. If unable to supply any service because of labor trouble, Government order, lack of fuel supply or other cause not controlled by Landlord, Landlord is excused from supplying that service. Service shall resume when Landlord is able to supply it.

If Landlord wants to change a person-operated elevator to an automatic elevator, Landlord may stop service on 10-days' notice. Landlord will then have a reasonable time to begin installation of an automatic type elevator.

8. ALTERATIONS:

Tenant must obtain Landlord's prior written consent to install any paneling, flooring, "built-in decorations, partitions, railings or make alterations or to paint or wallpaper the Apartment. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and Installations shall become the property of Landlord when completed and paid for. They shall remain with and as part of the apartment at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Tenant shall comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

9. REPAIRS:

Tenant must take care of the Apartment and all equipment and fixtures in it. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be added rent.

10. FIRE ACCIDENT, DEFECTS, DAMAGE:

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Apartment cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged structural parts of the Apartment. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decoration unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If fire or other casualty is caused by an act of neglect from the Tenant, or a guest of the Tenant or at the time of the fire or casualty, Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30-days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30-days after landlord's cancellation notice to Tenant. Tenant must pay all rent due to the date of the fire or casualty. If the Lease is cancelled, Landlord is not required to repair the Apartment or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This section is intended to replace the terms of New York Real Property Law - Section 227. Tenant has no right to cancel this Lease due to fire or casualty.

11. LIABILITY

Landlord is not liable for loss, expense or damage to any person or property unless due to Landlord's negligence, Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect, Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice. Tenant is responsible for all acts of Tenant's family including employees, guests or invitees. Tenant must carry whatever property or liability insurance Tenant may require.

12. ENTRY BY LANDLORD:

Landlord may enter the Apartment at reasonable hours to repair, inspect, exterminate, install or work on master antennas or other systems and perform other work that Landlord decides is necessary. At reasonable hours, Landlord may show the Apartment to possible buyers, lenders or tenants of the entire Building or land. At reasonable hours, Landlord may show the Apartment to possible or new tenants during the last 6 months of the Term.

If Landlord enters the Apartment, Landlord will try not to disturb Tenant. Landlord may keep all equipment necessary to make repairs or alterations to the Apartment or Building. Landlord is not responsible for disturbance or damage to Tenant because of performing work or keeping the equipment in the Apartment. Landlord's use of the Apartment does not give Tenant a claim of eviction. Landlord may enter the Apartment to get to any part of the Building.

Landlord has the right at anytime to permit the following people into the Apartment: (i) receiver, trustee, assignee for benefit of creditors; or (ii) sheriff, marshal or court officer; and (iii) any person from the fire, police, building, sanitation departments, or other state, city or Federal Government. Landlord has no responsibility for damage or loss as a result of those persons being in the Apartment.

13. CONSTRUCTION OR DEMOLITION:

Construction or demolition may be preformed in or near the Building, even if it interferes with Tenant's ventilation, view or enjoyment of the apartment, it shall not affect Tenant's obligations in this Lease.

14. ASSIGNMENT OR SUBLEASE:

Tenant must not assign this Lease or sublet all or part of the apartment or permit any other person to use the Apartment. If Tenant does, landlord has the right to cancel the Lease as stated in the Default Section. State law may permit Tenant to assign or sublet under certain conditions. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after a permitted assignment or sublet even If Landlord accepts rent from the assignee or subtenant. The amount accepted will be credited toward rent due from Tenant. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts of any person in the Apartment.

15. **SUBORDINATION:**

This Lease and Tenant's rights are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreement securing money paid or to be paid by a lender or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorized Landlord to sign this certificate(s) for Tenants. Landlord may borrow money from a lender. The lender may request an agreement for changes in this Lease. Tenant must sign the agreement If It does not change the Rent, the Term, or alter the Apartment.

16. **TENANT'S CERTIFICATE:**

Upon request by Landlord, Tenant shall sign a certificate stating the following: (i) This lease is in full force and unchanged, (or if changed, how was it changed); and (ii) Landlord has fully performed all of the terms of this lease and Tenant has no claim against Landlord; and (iii) Tenant is fully performing all the terms of this Lease and will continue to do so; and (iv) rent and added rent have been paid to date. The certificate will be addressed to a party Landlord chooses.

17. **CONDEMNATION:**

If all of the Apartment or Building is taken or condemned by a legal authority, the Term and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall sets cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Apartment to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

18. **TENANTS DUTY TO OBEY LAWS AND REGULATIONS:**

Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions of all governmental authorities, Landlord's Insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant may not do anything to increase Landlord's insurance premiums. If Tenant does, Tenant must pay the Increase in premium as added rent.

19. **TEARING DOWN THE BUILDING:**

If the Landlord wants to tear down the entire Building, Landlord shall have the right to end this lease by giving six (6) months notice to Tenant. If Landlord gives Tenant such notice and such notice was given to every tenant In the Building, then the Lease will end and Tenant must leave the Apartment at the end of the six months period in the notice.

20. **LIABILITY FOR PROPERTY LEFT WITH LANDLORD'S EMPLOYEES:**

Landlord's employees are not permitted to drive Tenant's cars or care for Tenant's cars or personal property. Tenant must not leave a car or other personal property with any of landlord's employees. If Tenant violates this Paragraph, Landlord is not responsible for (a) loss, theft or damage to the property, and (b) Injury caused by the property or its use.

21. **TERRACES AND BALCONIES:**

The Apartment may have terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Apartment. The Landlord may make special rules for the terrace or balcony. Landlord will notify Tenant of such rules. Tenant must keep the terrace and balcony clean and free from snow and ice, leaves and garbage and keep all screens and drains in good repair. No cooking is allowed on the terrace or balcony. Tenant may not keep plants, or install a fence or any addition on the terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense.

22. **CORRECTING TENANT'S DEFAULTS:**

If Tenant fails to correct default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's cost to correct the default shall be added rent.

23. **NOTICES:**

Any bill, statement of notice must be in writing. If to Tenant it must be delivered or mailed to the Tenant at the Apartment. If to Landlord, it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Landlord must notify Tenant if Landlord's address is changed. The signatures of all Tenants in the Apartment are required on every notice by Tenant. Notice by Landlord to one named person shall be as though given to all those persons.

24. **TENANT'S DEFAULT:**

A. The following are considered material breaches of the lease by the Tenant:

1. Failure to pay rent or added rent on time.
2. Failure to move Into Apartment within 15 days after the beginning date of the Term.
3. Court Order issued whereby another party may take the apartment.
4. Tenant's annoyance, harassment or abuse to Landlord's employees and/or agents.
5. Improper conduct by Tenant by annoying other tenants.
6. Failure to comply with any other term or Rule in this Lease.
7. Criminal conduct by Tenant on the subject premises.
 - a. The head of household, family members and guests shall refrain from the illegal use and/or possession on Management's property of guns, firearms (operable or inoperable), pellet guns, nun chucks or similar instruments, blackjacks and explosive devices or any other weapon defined under Section 256.000, Title P, New York Penal Code.
 - b. The head of household, family members and guests shall refrain from the use, sale, and/or possession of illegal drugs as defined by Section 102 of the Controlled Substance Act (21 USC 802) on Management's property.
 - c. The head of household, family members and guests shall refrain from the commission of any act of physical violence to persons or property on or off the premises.

If Tenant materially breaches the said lease, Landlord may cancel this lease by giving Tenant a cancellation notice and a termination date to be five (5) days after the notice is served pursuant to the terms of this lease. The notice will advise Tenant to vacate the subject premises on the termination date. Tenant must leave the apartment and give the Landlord the keys on said termination date, and if Tenant continues to reside in the apartment, Tenant will be considered a holdover Tenant. As to failure to pay rent or added rent on time, a 3-day notice will be given.

- B. If Tenant's application for the Apartment contains any misstatement of fact Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Paragraph 23A.
- C. If (i) the Lease is cancelled; or (ii) the Tenant abandons the premises or (iii) the tenant is evicted from the premises, the tenant will remain liable for all monetary obligations arising under the lease. The landlord has no duty to mitigate his damages.
- D. If Landlord takes possession of the Apartment by Court order, or under the lease, Tenant has no right to return to the Apartment.

25. **JURY TRIALS AND COUNTERCLAIMS:**

Landlord and Tenant agree not to use their right to Trial by Jury in any action or proceeding brought by either against the other, for any matter concerning this Lease or the Apartment. The giving up the right to a Trial by Jury is a serious matter. There are rules of law that protect that right and limit the type of action in which a Jury Trial may be given up. Tenant gives up any right to bring a counterclaim or set-off in any action by Landlord against Tenant on any matter directly or indirectly related to this lease.

26. **BANKRUPTCY INSOLVENCY:**

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within 30 days, the Term shall end as of the date stated In the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

27. **NO WAIVER:**

Landlord's failure to enforce, or insist that Tenant comply with a term in this lease is not a waiver of Landlord's rights. Acceptance of rent by Landlord is not a waiver of Landlord's rights. The rights and remedies of Landlord are separate and in addition to each other. The choice of one does not prevent Landlord from using another.

28. **ILLEGALITY:**

If a term in this Lease is illegal, that term will no longer apply. The rest of this Lease remains in full force.

29. **REPRESENTATIONS CHANGES IN LEASE:**

Tenant has read this Lease. All promises made by Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

30. **LANDLORD UNABLE TO PERFORM:**

If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control Landlord is delayed or unable to (a) carry out any of Landlord's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the apartment or Building, or (d) supply and equipment or appliances, this Lease shall not be ended or Tenant's obligation affected.

31. **LIMIT OF RECOVERY AGAINST LANDLORD:**

Tenant is limited to Landlord's interest in the Building for payment of a judgment or other court remedy against Landlord.

32. **END OF TERM:**

At the end of the Term, Tenant must leave the Apartment clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installations and decorations; repair all damage to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or Federal holiday the Term shall end on the prior business day.

33. **SPACE "AS IS":**

Tenant has inspected the Apartment and Building. Tenant states they are in good order and repairs and takes the Apartment as is. Sizes of rooms stated in brochures or plans of the Building or Apartment are approximate and subject to change. This Lease is not affected or Landlord liable if the brochure or plans do not show obstructions or are incorrect in any manner.

34. **QUIET ENJOYMENT AND HABITABILITY:**

Subject to the terms of this Lease, as long as Tenant is not in default Tenant may peaceably and quietly have, hold and enjoy the Apartment for the Term. Landlord states that the Apartment and Building are fit for human living and there is no condition dangerous to health, life or safety.

35. **LANDLORD'S CONSENT:**

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

36. **LEASE BINDING ON:**

This Lease is binding on Landlord and Tenant and their heirs, distributees, executors, administrators, successors and lawful assigns.

37. **LANDLORD:**

Landlord means the owner, or the lessee of the Building, or lender in possession. Landlord's obligations end when Landlord's interest in the Building is transferred. Landlord's agents or employees may perform any acts Landlord may do.

38. **WAIVER OF RIGHT TO INTERPOSE COUNTERCLAIM:**

Tenant gives up any right to interpose a counterclaim or offset in a summary proceeding to recover possession of real property instituted by Landlord.

39. **RENEWAL:**

If Landlord elects to renew this lease at the end of the initial or then current term, Landlord shall notify the Tenant in writing by mail at least 30 days prior to the end of the initial or current term. If either party elects to not renew this lease at the end of the initial or the then current term, said party shall notify the other in writing at least 30 days prior to the end of the initial or current term.

40. **END OF TERM AND HOLDING OVER:**

Upon the ending of the term of this lease, Tenant shall immediately deliver possession of the Apartment to the Landlord. In the event that the Tenant shall continue in possession, Tenant shall become a month-to-month Tenant. The rent for the month-to-month tenancy shall be equal to one and one-half times the regular monthly rent. The Tenant shall be subject to all conditions and terms on the said lease as to

rental amount as though the same had originally been a monthly tenancy.

41. **AUTOMOBILE:**

Tenant shall cause all automobiles owned or operated by Tenant or Tenant's guest to be parked only in accordance with such rules as may from time to time be established by Landlord, and only in such spaces as Landlord may from time to time designate. No such automobile shall be parked in the driveways or lanes used for ingress or egress, entrances, service entrances, on the lawns, or crosswalks for the building in which the apartment is situated. Landlord shall have the right to remove, at Tenant's expense, any automobile owned or operated by Tenant or any other occupant of the apartment, or the guest of the Tenant, which is abandoned, unsightly, inoperable, or which does not have displayed thereon valid license plates. The word automobile in this paragraph relates to any type of motor vehicle or motorcycle. No parking of commercial or recreational vehicles or trailers is permitted.

42. **ATTORNEY'S FEES AND COSTS:**

If Landlord is compelled to incur attorney's fees due to a breach of this Lease, being an eviction proceeding for non-payment of rent or an eviction proceeding for a material breach or breaches of this Lease, or both, or Landlord has to incur attorney's fees in order to collect rent owed or amount of damages for a breach of this Lease, Landlord is entitled to attorneys fees if an attorney is retained. Tenant agrees to pay all reasonable legal fees of the landlord, and costs and disbursements. These legal fees, costs and disbursements are deemed added rent.

43. **ABANDONED PROPERTY OF TENANT:**

If at the end of the term of this Lease, or the Tenant no longer resides at the Apartment before the end of the term of this Lease, any abandoned property of the Tenant the Landlord, at his option, may dispose of that abandoned property that the Landlord deems to be valueless, or store abandoned property for the statutory period and then dispose of said property, at the option of the Landlord. Tenant will reimburse landlord for any expenses incurred in the storage of said abandoned property, included but not limited to storage space, advertising or other expenses.

44. **RENTAL APPLICATION:**

Prior to signing this lease, Tenant submitted to Landlord a rental application containing certain information and statements requested by Landlord, which information and statements made by Tenant are hereby incorporated by reference as though fully written herein. Tenant represents and warrants the information and statements made and furnished by Tenant in said rental application are true and complete and Tenant acknowledges Landlord has relied thereon in entering into this Lease. If Landlord shall at any time discover that any information or statement made by Tenant in said application is determined to be false, Landlord shall have the right to terminate this lease by giving not less than three days prior written notice thereof to Tenant.

45. **RECYCLING:**

The Tenant has been advised that the County Mandates recycling of trash. The tenant shall comply with all laws, rules, regulations and ordinances of all governmental authorities regarding the recycling of waste materials. Failure to comply shall be deemed a material breach of the lease.

46. **PARAGRAPH HEADINGS:**

The paragraph headings are for convenience only.

47. **RULES:**

Tenant must comply with these Rules. Notice of new or changed rules will be given to Tenant. Landlord need not enforce rules against other tenants. Landlord is not liable to Tenant if another tenant violates these rules. Tenant receives no right under these rules:

1. The comfort or rights of other tenants must not be interfered with. Annoying sounds, smells and lights are not allowed.
2. No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the apartment or in the hallways or public areas. Clothes, linens or rugs may not be aired or dried from the Apartment or on terraces.
3. Tenant must give to Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. All keys must be returned to Landlord at the end of the term.
4. Waterbeds or furniture containing liquid are not allowed in the apartments. Carpets or rugs must cover apartment floors.
5. Dogs, cats or other animals or pets are not allowed in the apartment halls, buildings or anywhere on the property. Feeding of birds or animals from the apartment, terraces or public areas is not permitted.
6. Garbage disposal rules must be followed. Wash lines vents and plumbing fixtures must be used for their intended purpose. Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed. Landlord may stop their use at any time.
7. Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send landlord's employees on personal errands.
8. Tenant must not allow cleaning of windows or other parts of the apartment of building from the outside.
9. Tenant shall not work on nor wash automobiles on the any portion of the lands or buildings used in common with other tenants of the building in which the leased premises are located, i.e. parking lot, garages, outbuildings or any other lands owned by the landlord.
10. Venetian Blinds, shades, or other window coverings with a white backing are permitted. Sheets, towels or anything of a temporary nature are prohibited.
11. Flammable or dangerous things may not be kept or used in the apartment.
12. No tour of an apartment may be conducted. Auction or tag sales are not permitted in apartments. Auctions, tag sales, lawn sales or garage sales are not permitted in the apartment or the premises.
13. Bicycles, scooters, skateboards may not be kept or used in lobbies, halls or stairways. Carriages and sleds may not be kept in lobbies, halls or stairways. The entrances, halls & stairways may be used for ingress & egress only.
14. No kerosene heaters are to be used on subject premises.
15. No Trailers, boats or trucks may be parked on the property.
16. No smoking in halls, stairways or common areas.
17. Tenant shall conserve energy.
18. Tenant shall not install, attach or place any equipment or belongings on the property without written approval from the Landlord. Such items include, but are not limited to: pools, play sets, swing sets, play houses, tree houses, sandboxes, trampolines, toys, sporting equipment, lawn games, bicycles, nets, tents, picnic tables, grills, fires, garden hoses, signs, banners, flags, and satellite dishes. Planting, digging, pruning, and trimming is not allowed. Also, skateboarding, vehicle washing, using outside spigots, and climbing on trees or fire escapes is not allowed.

48. **COPY OF LEASE:**

Tenant acknowledges that upon the execution of this Lease, the Landlord has delivered to Tenant a copy of the executed Lease.

TENANT(s): _____

LANDLORD: _____

GUARANTY OF PAYMENT

Guarantor and address

1. Reason for guaranty
2. I know that the Landlord would not rent the Apartment to the Tenant unless I guarantee Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the premises to the Tenant.
3. Guaranty: I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.
4. Changes in lease have no effect This Guaranty will not be affected by any change in the Lease, whatsoever. This Guaranty will bind me to any extensions of time for renewals of the lease. The Guaranty will bind me even if I am not a party to these changes.
5. Waiver of Notice: I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.
6. Performance: If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.
7. Waiver of jury trial: I give up my right to trial by jury in any claim related to the Lease or this Guaranty.
8. Changes: This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

Signatures:

WITNESS: _____
 STATE OF _____ COUNTY OF _____ ss:
 On _____ 200__, before me personally

GUARANTOR: _____
 Guarantor's Address:
 STATE OF _____ COUNTY OF _____ ss:
 On _____ 200__, before me personally

came _____ to me know, who being by me duly sworn, did depose and say that deponent resides at No. __, deponent is of the corporation described in and which executed, the foregoing instrument; deponent knows that seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it to me known to be the individual was so affixed by order of the Board of described in, and who executed the Directors of said corporation; deponent signed foregoing instrument, and acknowledged deponent's name thereto by like order that he executed the same.