

University Heights Homes, LLC

PO Box 9082

Albany, NY 12209

universityheightshomes@gmail.com

518-588-5651

Fixed-Term Residential Lease

Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between [REDACTED] ("Tenants") and Dr. Jeffrey Fudin, an agent Landlord for University Heights Homes, LLC ("Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at [REDACTED] in Albany NY 12203, ("the premises"), together with the following furnishings and appliances:

Oven, refrigerator, washing machine/ drier/freezer (located in basement), one desk, one bed, and one dresse.

Rental of the premises also includes storage area in basement, use of Unit-1 (downstairs) front and back porches, yard, driveway (shared with upstairs tenants).

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement.

Occupancy by guests for more than 2 weeks is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Cigarette smoking inside the premises is prohibited.

Clause 4. Term of the Tenancy

The term of the rental will begin on June 1, 2009 and end on May 31, 2010 at

Initials:

11:59PM. If Tenants vacate before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term, unless otherwise agreed upon in writing by Landlord and tenants.

Clause 5. Payment of Rent

Regular monthly rent.

Tenants will pay to Landlord a monthly rent in total of \$ [REDACTED], payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to University Heights Homes, LLC and mailed to:

[REDACTED], LLC
PO Box 9082
Albany, NY 12209

Rent may be paid:

Form of payment.

Landlord will accept payment in these forms:

- personal check made payable to University Heights Homes, LLC
- cashier's check made payable to University Heights Homes, LLC
- credit card
- money order
- cash (not to be mailed)

Pro-rated first month's rent. XXXXXXXXXXXXX (not applicable)

For the period from Tenant's move-in date XXXXXXXXXXXXX through the end of the month, Tenant will pay to Landlord the pro-rated monthly rent of \$XXXXXXX.

This amount will be paid on or before the date the Tenant moves in.

Clause 6. Late Charges

If Tenant fails to pay his or her portion of the rent in full before the end of the 3rd day after it's due, Tenant will pay Landlord a late charge of \$25.00, plus \$5.00 for each additional day that the rent remains unpaid. The total late charge for any one month

Initials:

will not exceed \$150.00 for all tenants combined. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$50.00.

Clause 8. Security Deposit

On signing this Agreement, Tenant will pay to Landlord the sum of \$999.00 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 15 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

Clause 9. Utilities

Tenant will pay all utility charges, including Internet and Cable. Landlord will pay City of Albany water bill, but not to heat the water.

Clause 10. Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

Clause 11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Initials:

Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord/Tenant Checklist within one month of occupying the premises.

Clause 12. Repairs and Alterations by Tenant

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises.
- b. Tenant will not, without Landlord's prior written consent, alter, re-key, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Clause 13. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. Pets

No animal, bird, or other pet will be kept on the premises without written permission from Landlord, except properly trained service animals needed by blind, deaf, or disabled persons.

Clause 15. Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants (90 days prior to the end of lease). Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is

impracticable to do so, Landlord shall give Tenant 24 hours notice before entering.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for fifteen(15) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

a. Tenant's failure to take possession.

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Landlord's failure to deliver possession.

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 18. Tenant Rules and Regulations

[X] All undersigned tenants agree that although they may pay their rent separately, each tenant will be responsible for the full amount of [REDACTED] should any of them decide to move during the term of the lease.

Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

Clause 20. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

Initials:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Clause 21. Authority to Receive Legal Papers

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

The Landlord, at the following address:

██████████, LLC
PO Box 9082
Albany, NY 12209

Clause 22. Additional Provisions

Additional provisions are as follows: Not Applicable

Clause 23. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 24. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Clause 25. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

Initials:

SIGNATURE PAGE

Date	Dr. Jeffrey Fudin (Agent Landlord for University Heights Homes, LLC)	
Date	Tenant-1 ([REDACTED])	[REDACTED] Phone
Date	Co-signer-1 ([REDACTED])	[REDACTED] e-mail
Date	Tenant-2 ([REDACTED])	[REDACTED] Phone
Date	Co-signer-1 ([REDACTED])	[REDACTED] e-mail
Date	Tenant-3 ([REDACTED])	[REDACTED] Phone
Date	xxxxxxxxxxxxxxxxxxxxxx Co-signer-3 ([REDACTED])	[REDACTED] e-mail

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with Truth in Renting Act or the applicable Landlord Tenant Statute or Code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

Initials:

ATTACHMENT-A

Dangerous Materials: Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous by any responsible insurance company.

Display of Signs: During the last 60 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

Holdover by Lessee: Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days written notice served by either Lessor or Lessee on the other party.

Surrender of Premises: At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of lease, reasonable use and wear thereof and damages by the elements excepted.

Binding Effect: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

Radon Gas Disclosure: As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a natural occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____NONE FOUND____. Additional information regarding Radon testing may be obtained from your county public health unit.

Lead Paint Disclosure: "Every purchaser or Lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavior problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyer or lessee with any information on lead-based paint hazards from risk assessments or inspection in the seller or lessor's possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Initials: