

NEW YORK LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on the ____ day of _____, 20____ (the "Effective Date"), by and between:

LANDLORD:

(hereinafter referred to as the "Landlord"), with a mailing address of:

AND

TENANT(S):

(hereinafter referred to as the "Tenant").

I. PREMISES

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential premises located at:

Address: _____

Unit/Apt #: _____

City: _____

State: New York

Zip Code: _____

(hereinafter referred to as the "Premises").

The Premises includes the following furnishings and appliances:

II. TERM

The term of this Agreement shall be for a fixed period (check one):

☐ **Fixed Lease:** Beginning on the ____ day of _____, 20____ and ending on the ____ day of _____, 20____. Upon the expiration of this term, the Tenant shall vacate the Premises unless a new agreement is reached in writing.

☐ **Month-to-Month:** Beginning on the ____ day of _____, 20____ and continuing on a month-to-month basis until terminated by either party with proper notice as required by New York law.

III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$ _____ per month.

1. Due Date: Rent is due on the _____ day of each month.

2. First Month's Rent: The Tenant shall pay the first month's rent in the amount of \$ _____ upon the execution of this Agreement.

3. Payment Method: Rent shall be paid by:

☐ Check ☐ Cash ☐ Electronic Transfer ☐ Other: _____

Payment shall be made to:

4. Late Fees: Pursuant to New York Real Property Law Section 238-a, if rent is not received within five (5) days of the due date, the Landlord may charge a late fee. The late fee shall not exceed fifty dollars (\$50.00) or five percent (5%) of the monthly rent, whichever is less.

IV. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$

_____ (not to exceed one month's rent pursuant to NY General Obligations Law § 7-108) as security for the performance of the Tenant's obligations under this Agreement.

1. Location of Deposit: In accordance with NY General Obligations Law § 7-103, the Landlord shall hold the security deposit in a trust account at the following banking institution:

Bank Name: _____

Bank Address: _____

2. Return of Deposit: The Landlord shall return the security deposit, less any itemized deductions for unpaid rent or damages beyond normal wear and tear, to the Tenant within fourteen (14) days after the Tenant vacates the Premises.

3. Inspection: The Tenant has the right to request an inspection before vacating the Premises to identify potential deductions. The Landlord must notify the Tenant of this right.

V. UTILITIES AND SERVICES

The responsibility for utilities and services shall be allocated as follows:

Electricity:

☐ Landlord ☐ Tenant

Gas/Heat:

☐ Landlord ☐ Tenant

Water/Sewer:

☐ Landlord ☐ Tenant

Trash Removal:

☐ Landlord ☐ Tenant

Cable/Internet:

☐ Landlord ☐ Tenant

Snow Removal:

☐ Landlord ☐ Tenant

Lawn Care:

☐ Landlord ☐ Tenant

Other: _____

☐ Landlord ☐ Tenant

VI. USE OF PREMISES

The Premises shall be used exclusively as a private residence for the Tenant(s) listed in this Agreement and the following minor children/occupants:

The Premises shall not be used for any commercial or business purpose without the Landlord's prior written consent. The Tenant shall comply with all laws, ordinances, and regulations regarding the use of the Premises.

VII. MAINTENANCE AND REPAIR

1. Landlord's Obligations: The Landlord shall maintain the Premises in a habitable condition and comply with all state and local housing codes. This includes ensuring that the Premises is free from conditions dangerous to life, health, or safety, in accordance with the Warranty of Habitability (NY Real Property Law § 235-b).

2. Tenant's Obligations: The Tenant shall keep the Premises clean, sanitary, and in good condition. The Tenant shall promptly notify the Landlord of any necessary repairs or dangerous conditions. The Tenant is responsible for damages caused by the Tenant's negligence or misuse.

VIII. REQUIRED NEW YORK DISCLOSURES

1. Sprinkler System Disclosure (NY Real Property Law § 231-a):

The Landlord notifies the Tenant that the Premises:

☐ **DOES** contain a maintained and operative sprinkler system.

☐ **DOES NOT** contain a maintained and operative sprinkler system.

If a system exists, the last date of maintenance and inspection was: _____ day of _____,
20____.

2. Bed Bug Disclosure (NYC Admin. Code § 27-2018.1 / Recommended Statewide):

The Landlord certifies that within the past year, the Premises and the building:

☐ Have NOT had a bed bug infestation history.

☐ Have had a bed bug infestation history.

(If affirmative, Landlord must provide specific history in a separate addendum).

3. Lead-Based Paint Disclosure:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards.

The Premises was built:

☐ Before 1978 (Landlord must attach Lead-Based Paint Disclosure Form).

☐ In 1978 or later.

IX. ACCESS AND ENTRY

The Landlord shall have the right to enter the Premises at reasonable times for the purpose of inspection, maintenance, repairs, or showing the property to prospective tenants or buyers. Except in cases of emergency, the Landlord shall provide the Tenant with reasonable notice (typically 24 hours) prior to entry.

X. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of the Landlord.

Note: In a dwelling having four or more residential units, the Tenant has the right to sublet subject to the Landlord's written consent, which shall not be unreasonably withheld, pursuant to NY Real Property Law § 226-b.

XI. DEFAULT

If the Tenant fails to pay rent when due, the Landlord may serve a written demand for rent requiring payment within fourteen (14) days. If the Tenant fails to comply, the Landlord may commence eviction proceedings. If the Tenant breaches any other term of this Agreement, the Landlord may provide a notice to cure the breach (typically 10 days). If the breach is not cured, the Landlord may terminate the Agreement in accordance with New York law.

XII. PETS

☐ **No Pets Allowed.**

☐ **Pets Allowed.** The Tenant may keep the following pets on the Premises:

Type/Breed: _____ Weight: _____

Type/Breed: _____ Weight: _____

XIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

XIV. ATTORNEY'S FEES

Pursuant to NY Real Property Law § 234, if this lease provides that the Landlord may recover attorney's fees and expenses incurred as the result of the failure of the Tenant to perform any covenant or agreement contained in such lease, there shall be implied in such lease a covenant by the Landlord to pay to the Tenant the reasonable attorney's fees and/or expenses incurred by the Tenant as the result of the failure of the Landlord to perform any covenant or agreement on its part to be performed under the lease or in the successful defense of any action or summary proceeding commenced by the Landlord against the Tenant arising out of the lease.

XV. ADDITIONAL TERMS AND CONDITIONS

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations. This Agreement may only be amended in writing signed by both parties.

XVII. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LANDLORD

Signature: _____
Print Name: _____
Date: ____ day of _____, 20____
Address: _____

TENANT

Signature: _____
Print Name: _____
Date: ____ day of _____, 20____
Address: _____

TENANT (Co-Signer if applicable)

Signature: _____
Print Name: _____
Date: ____ day of _____, 20____
Address: _____

NOTARY ACKNOWLEDGMENT

State of New York

County of _____

On the ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (Name of Landlord) and

_____ (Name of Tenant), personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires: ____ day of _____, 20____

(Seal)