

Lease Agreement
38 Champlain Street
Plattsburgh, NY 12901
USA

Leah Sweeney, Owner and Landlord of 38 Champlain Street, Plattsburgh, NY 12901 (hereinafter called Landlord) agrees to lease to David Pope (collectively called Tenant(s)) and Tenant agrees to rent the apartment located 38 Champlain Street, city of Plattsburgh, county of Clinton, New York, together with the fixtures, carpeting, draperies and appliances located therein, and the household furniture and furnishings described on the attached Move-in Inventory and Condition Form, if any, and not otherwise, for a term of **12** months, commencing February 28th, 2025, on the following terms and conditions: March 1st, 2025 and ending February 28th, 2026

(Please initial next to each section)

1.) PAYMENTS: On the 1st of each month during the term of this lease, Tenant agrees to pay Landlord, as rent for the aforesaid premises, the sum of **\$775**. Upon execution of this lease, Tenant shall also pay a security deposit in the sum of **\$775**. Rent not paid prior to 6:00pm on the 5th day of the month shall be delinquent and Tenant shall pay a \$25 late charge, as additional rent, for each delinquent payment. Tenant(s) may pay by check which can be made out to and mailed to: Leah Sweeney, 36 Champlain Street, Plattsburgh, NY 12901. Tenant(s) may also pay by an application such as Venmo, PayPal, Zelle or CashApp to be arranged with Landlord and Tenant.

2.) UTILITIES: Tenant shall also pay the following utilities which are metered to their apartment: Tenant pays electricity. Tenant shall also be responsible for Cable, Internet, Phone.

Landlord pays for water and sewer and refuse collection/garbage removal and lawncare.

3.) TAXES: Landlord will be responsible for all real estate taxes and water and sewer levies.

4.) SECURITY DEPOSIT: Tenant has given a security deposit in the amount of **\$775** to Landlord. The security deposit shall be returned to Tenant without interest after Tenant has vacated the premises in accordance with the terms hereof this Lease has expired, or otherwise been terminated as provided by law, and request for refund has been made and if the following conditions have been met:

- 1.) Proper notice to vacate with 30 days' notice must have been given to Landlord prior to date or lease expiration.
- 2.) There are no unpaid charges, damages, rent to additional rents due by Tenants under this Lease.
- 3.) Tenant's forwarding address or method in which to return the security deposit has been disclosed to the Landlord.
- 4.) The property has been cleaned. If vacated during October through April, heat must be set at 55 degrees upon vacating. If upon inspection additional cleaning is required, costs for this service will be deducted from the deposit.

Landlord has 30 calendar days to return the security deposit.

The security deposit shall be held by Landlord in account at a bank in the state of New York.

Where there is more than one Tenant, Landlord, without receiving prior written notice to the contrary, may at their election, divide and pay the security deposit refund equally among such Tenants.

Prior to refund, Landlord shall be entitled to deduct from the security deposit, the sum of \$5.00 for each apartment key not returned upon vacating the premises, and such other amounts as may be necessary to compensate Landlord for unpaid and accrued rent and damages to the premises occasioned by Tenant's non-compliance with the provisions of this Lease. The taking of application of security as provided shall not preclude Landlord from exercising any other available remedy for the breach of this agreement. It is further understood by Tenant that without Landlord's written consent, said security deposit may not be used by Tenant as credit for rent owed prior to termination or expiration of this Lease.

 5.) **TENANTS DEFAULT AND LANDLORD REMEDIES:**

- A.) Landlord may give three (3) days written notice to Tenant to correct any of the following defaults:
 - a. Failure to pay rent.
 - b. Improper assignment of the Lease, improper subletting all or part of the Premises, or allowing another to use the Premises.
 - c. Improper conduct by Tenant or other occupant of the Premises
 - d. Failure to perform any other term in the Lease
- B.) If Tenant fails to correct the defaults as noted in section A within three days, Landlord may cancel the Lease by giving the Tenant a written three (3) day notices stating the date the term will end. On that date, the term and Tenant's rights in Lease automatically end and Tenant must leave the Premises and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages, and losses until the premises are properly surrendered.
- C.) If the Lease is canceled or rent is not paid on time, or Tenant vacates the Premises, Landlord may in addition to other remedies take any of the following steps:
 - a. Enter the Premises and remove Tenant and any other person or property
 - b. Use dispossesses, eviction or other lawsuit method to take back Premises.
- D.) If the Lease is ended or Landlord takes back the Premises, rent for the unexpired term becomes due payable. Landlord may re-rent the Premises and anything in it for any term. Tenant waives all rights to return to the Premises after possession is given to the Landlord by a Court.
- E.) In the event of default of this lease, the Landlord shall recover reasonable attorney's fees, collection costs and any other related from the tenant.

 6.) **CARE & USE OF PREMISES:**

Pets: Tenant agrees that they will not, without Landlord's written consent, bring upon, keep, or maintain any pets or animals on the premises, and if such permission is granted it may be revoked at Landlord's option upon seven (7) days written notice.

Furnishings: Tenant agrees that they will not, without Landlord's written consent, bring upon, keep or maintain any waterbeds on the premises. Tenant shall not decorate or alter the leased premises without permission in writing from Landlord.

Noise: Tenant shall not interfere with the use and enjoyment of other residents in the apartments. Tenant will not play musical instruments, radios, television and the like at noise levels that will disturb Tenants in adjoining premises. Further, Tenant shall comply with all state statutes and city ordinances which are applicable to the premises

Parking: Tenant further agrees that Landlord has the right to control the manner of parking in the parking spaces in and around the premises and to designate those portions of the premises which may be used by the Tenant, their family, and guests for parking. Tenant also agrees to use the designated parking spaces exclusively for the parking of motor vehicles, which does not include trailers of any kind, campers, boats, buses, unattended vehicles or trucks larger than a one-ton pickup, without the consent of the Landlord; and Landlord may tow away and store at Tenant's expense any vehicle parked by the Tenant in an unauthorized space, or any vehicle of the type not permitted on the premises.

Shed: Tenant may use a portion of the shed to store additional items. Landlord is not responsible for any damage to items stored in shed.

Lawn care/Snow Removal: Tenant is responsible for the snow removal of the back porch/steps connected to their apartment.

Care: Tenant agrees to exercise reasonable care in their use of the premises and to maintain and redeliver the same in a clean, safe, and undamaged condition, free from unsightly debris, equipment, or décor. Tenant shall not alter or decorate the premises in any way unless approved in writing by Landlord. Tenant may use reasonable size nails to hang items in the apartment upon approval from the Landlord prior to use.

The following rules shall remain in effect during the lease term:

- 1.) Tenant shall not allow the accumulation of refuse or waste on or about the premises
- 2.) Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of pest/termite activity.
- 3.) Tenant shall take necessary precautions for protecting water and sewer pipes from freezing weather by keeping heat set to a minimum of 55 degrees to all areas of the rental unit. Should any room temperature drop below 55 degrees despite the Tenant's effort to maintain that temperature, Landlord will be contacted immediately.
- 4.) Tenant shall maintain good batteries in smoke detectors and shall immediately notify Landlord of faulty or inoperative detectors. Tenant may not disconnect or disable smoke detectors.
- 5.) Appliances are as places and may not be relocated by tenant.
- 6.) Painting is allowed upon prior consent and approval of color by the Landlord.
- 7.) **This is a non-smoking property. Smoking or allowing smoking by guest(s) in the unit is prohibited.** Should there be evidence of smoking in the unit, the tenant will incur all costs to return it to a non-smoking property.

Tenant agrees to keep and maintain the premises clean, sanitary, and in good order and repair, at Tenant's own expense. Tenant agrees to be responsible for all repairs, replacements and any damages to the premises or any of the equipment, appliances or fixtures in or on the premises arising from the willful acts or negligence of the Tenant, occupants, Tenant's guests, visitors, or agents. All such repairs

and/or replacements shall be made by qualified persons approved by the Landlord and shall be made in a good and workmanlike manner. Should the Tenant fail or refuse to make such repairs or replacements after notice from the Landlord, Landlord may make necessary repairs or replacements and the costs incurred by the Landlord shall be considered additional rent to be paid by Tenant.

Tenant Agrees to provide Landlord a working telephone number and email address for contact purposes. Tenant also agrees to immediately notify Landlord with any changes made to the telephone number or email address.

No additional locks will be installed on any door, nor are lock changes authorized without the written permission of Landlord. If additional locks are authorized, Landlord must receive a key. Additional authorized locks will be installed at Tenant's own expense.

7.) OCCUPANCY: Tenant further agrees that the premises shall be occupied exclusively as a dwelling unity and by only those signatories hereto, with the following additions:

_____. Tenant shall promptly inform the Landlord of any and all occupants not named herein. Any person not named herein who resides in the Apartment for more than ten (10) days without written permission of the Landlord shall be deemed an unauthorized occupant. Landlord may, but is not obligated to remove any unauthorized occupant as a trespasser, or at Landlord's election, may request said unauthorized occupant to sign and agree to the Lease. Should an unauthorized occupant refuse to be bound by this Lease, or refuse to leave on Landlord's demand, as the case may be, Tenant agrees to pay, as additional monthly rent, the sum of \$25.00 for each day, or portion thereof, the unauthorized occupant remains on the premises.

The premises must be used to live in only and for no other reason. It may be used for a residence only; Tenant will not use the Premises to conduct any business.

8.) ASSIGNMENT, SUBLETTING: Tenant shall not sublet or assign all or any portion of the premises without written consent of the Landlord.

9.) VACATE NOTICE: At lease, thirty (30) days prior to the expiration of the term of this Lease, Tenant shall give Landlord written notice of Tenant's intention to vacate the premises upon the expiration of the term, and failure to give such notice shall permit, but not obligate, Landlord to continue the Lease on a month-to-month basis under the same terms and conditions.

10.) REPAIRS: Tenant will notify Landlord immediately of any repairs that need to be made to the premises. Landlord will make or arrange for all repairs. Tenant has inspected the premises before moving in and has found them to be clean, in good condition and equipped with all fixtures as noted on the inventory and conditions form. When Tenant moves out, they will leave the Premises in good condition as when Tenant moved in except for such wear and tear as is attributable to reasonable and normal use.

10.) LANDLORD'S RIGHT: Tenant agrees to allow the premises to be periodically inspected by Landlord or designees of Landlord to determine the condition of the premises. Tenant shall receive advanced notification of any inspection which requires the Tenant's attendance or access to the interior of the premises. Tenant Agrees and understands that access to the premises by Landlord or Agent in an emergency may be required and Tenant authorizes such access without notices. Tenant shall allow photographs to be taken of the premises to note repairs or condition of premises.

____ 11.) **INSURANCE:** Landlord shall be responsible for maintaining sufficient property damage insurance as to insure against the loss of the residence and all of Landlord's furnishings in the event of fire or natural disaster.

____ 12.) **DAMAGES TO PREMISES BY NATURAL DISASTER/FIRE:** If premises or any part thereof shall at any time during said term be destroyed or rendered uninhabitable by fire or natural disaster, then the payment of the rent hereby reserved, or proportionate part thereof, according to the extent of the damage incurred, shall be abated until the premises shall have been reinstated and rendered fit for habitation.

____ 13.) **RENTER'S INSURANCE:** Tenant is strongly advised to carry their own personal property/renter's insurance. Landlord does not carry insurance which will protect the Tenant against loss or damage to their personal property whether located on the premises or elsewhere.

____ 14.) **LEGAL FEES:** Tenant agrees to pay all court costs, attorney's fees and collection fees incurred by Landlord in enforcing by legal action or otherwise any of the Landlord's rights under this Lease or under any law of this state.

Tenant and Landlord agree that any legal dispute with reference to this rental contract will be decided in the court of competent jurisdiction, at a venue in Clinton County, CITY of Plattsburgh, New York.

Tenant must, at Tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, insurance carriers or similar groups/agencies. Tenant may not do anything which may increase Landlord's insurance premiums.

____ 15.) **INDEMNIFICATION:** Tenant shall indemnify the Landlord against any and all claims, losses and damages arising by the virtue of the tenant's possession of the premises, said indemnity to extend to the payment of all costs incurred by Landlord in the defense of any action including reasonable attorney's fees incurred at both trial and appellate level.

____ 16.) **ABANDONMENT:** Tenant's personal absence from the premises for seven (7) consecutive days while all or any portion of the rent is unpaid shall be deemed an abandonment of said premises. Unless otherwise notified in writing prior to departure, all property left upon the premises by resident upon vacating or abandoning the apartment shall be deemed abandoned and may be disposed of by Landlord as they see fit and without accountability to the Tenant.

____ 17.) **JOINT OBLIGATION:** When this Lease is signed by more than one person as Tenant, all such persons shall be jointly and severally liable for the payment of the agreed rental and for the performance of all covenants to be kept by the Tenant hereunder. Without limiting the obligations imposed by the foregoing, where more than one person is Tenant, limiting the obligations imposed by the foregoing, where more than one person is Tenant, rent and other charges shall, when paid by check, be paid in totem by a single instrument.

____ 18.) **WAIVER:** Landlord's acceptance of partial performance of any obligation owed by Tenant hereunder shall not be construed as a waiver of Landlord's right to insist upon immediate full performance of said obligations. Landlord's acceptance of a partial rent payment shall not constitute a waiver of Landlord's right to terminate this agreement for non-payment of rent.

19.) **NO WAIVER:** Landlord's failure to enforce any terms of this Lease shall not prevent Landlord from enforcing such terms later date and/or time.

20.) **TERMINATION:** This tenancy may be terminated at any time by mutual consent of the parties.
21.) **ILLEGALITY:** Should any section or any part of any section of this agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this agreement.

22.) **ENTIRE AGREEMENT:** Tenant has read this Lease. This lease and its addendums contain the entire agreement of Landlord and Tenant and may not be changed except by writing, signed by all parties and delivered to each party.

This Lease is effective when Landlord delivers to Tenant a copy signed by all parties and rent, security deposit and other fees specified herein are paid.

Executed this _____ day of _____, 20_____.

Tenant's Name (Print): _____

Tenant's Signature: _____

Tenant's Phone Number: _____

Tenant's Email: _____

Tenant's Name (Print): _____

Tenant's Signature: _____

Tenant's Phone Number: _____

Tenant's Email: _____

Landlord's Name (Print): Leah J Sweeney

Landlord's Signature: *Leah J Sweeney*

Landlord's Phone Number: 848-313-7829

Landlord's Email: leahjsweeney@gmail.com

} 2/19/25

INVENTORY & CONDITIONS FORM

Items	Condition
Refrigerator:	
Oven/Stove:	
Carpet/kitchen floor:	Poor: Will not charge tenant for any damage to carpet, unless willful destruction without permission is used on the carpet. (if still carpet and kitchen floor that is what was there upon move-in)
Washer/Dryer	Owned by Tenant, Landlord not responsible for appliances.

Please fill out condition of refrigerator and stove above.

Tenant Signature: _____ Date: _____

Landlord Signature: _____ Date: _____