

NEW YORK RESIDENTIAL LEASE AGREEMENT

1. **PARTIES.** This Residential Lease Agreement ("Agreement") is made on the undersigned date by and between:

Landlord's Name: [LANDLORD'S NAME], Mailing Address: [LANDLORD'S ADDRESS]

Tenant's Name: [TENANT'S NAME], Mailing Address: [TENANT'S ADDRESS]

2. **PROPERTY.**

Property Address: [PROPERTY ADDRESS]

- Type: ☐ Apartment ☐ House ☐ Condo ☐ Other: [DESCRIBE]
- Bedroom(s): [#]
- Bathroom(s): [#]

3. **TERM.**

☐ Standard Lease: Start Date: [START DATE], End Date: [END DATE]

☐ Month-to-Month Lease: Start Date: [START DATE] Termination: [#] Days' Notice

4. **RENT.**

Monthly: \$[AMOUNT] due on the [#] day of each month

5. **SECURITY DEPOSIT**

☐ None ☐ Deposit: \$[AMOUNT] returned within [#] days after lease end.

6. **LATE FEE.**

☐ None ☐ Fixed: \$[AMOUNT] per ☐ occurrence ☐ day

☐ Interest: [#] % per annum

7. **NSF FEE.**

☐ None ☐ NSF Fee: \$[AMOUNT]

8. **EARLY MOVE-IN.**

☐ None ☐ Date: [MOVE-IN DATE] Prorated Rent: \$[AMOUNT]

9. **UTILITIES.**

Landlord pays: ☐ None ☐ [DESCRIBE UTILITIES]

10. PETS.

☐ None ☐ Allowed: [#] pets, Deposit: \$[AMOUNT] refundable ☐ non-refundable.

11. SUBLETTING.

☐ Prohibited ☐ Allowed with Landlord's consent.

12. NOTICES.

Landlord: ☐ Address in Section 1 ☐ [LANDLORD'S NOTICE ADDRESS]

Tenant: ☐ Property Address ☐ [TENANT'S NOTICE ADDRESS]

13. OTHER TERMS AND DISCLOSURES.

- Lead Paint Disclosure Form - if built before 1978.
- Owner Identification - All agreements must state the name and address of person in charge.
- Abandonment – Tenants must give the landlord a notice if absent from property for 14 days or more.

Additional Terms: [ADDITIONAL TERMS]

14. MOVE-IN INSPECTION.

☐ Not Required ☐ Move-In Inspection Required (document property condition at move-in)

15. PARKING.

☐ None ☐ [#] Space(s) ☐ No Fee ☐ Fees: \$[DESCRIBE PARKING FEE]

16. APPLIANCES.

Included: ☐ Refrigerator ☐ Stove/Oven ☐ Washer/Dryer ☐ Other: [DESCRIBE APPLIANCES]

17. FURNISHINGS.

☐ Not Furnished ☐ Furnished: ☐ Bedroom ☐ Kitchen ☐ Living Room ☐ Other:
[DESCRIBE FURNISHINGS]

18. RENTAL INSURANCE.

☐ Not Required ☐ Required: Minimum Coverage \$[AMOUNT]

19. SMOKING POLICY.

☐ No Smoking ☐ Smoking is Allowed

20. MAINTENANCE.

Landlord responsible for major repairs. Tenant responsible for minor repairs and reporting damages immediately.

21. DEFAULT.

If Tenant defaults on rent or other terms, Landlord may terminate the lease and take legal action.

22. TERMINATION.

- ☐ Lease terminates on end date unless renewed.
- ☐ Month-to-month with [#] days' notice for termination.

23. DISPUTE RESOLUTION

Any disputes will be resolved through binding arbitration.

24. MISCELLANEOUS

Tenant cannot make alterations without Landlord's consent. Both parties agree to comply with local laws.

25. RIGHT OF ENTRY

Landlord may enter the property with [#] hours' notice for maintenance, inspections, or emergencies.

26. QUIET ENJOYMENT

Tenant has the right to enjoy the property peacefully, without interference from the Landlord or other tenants, provided local noise ordinances and property rules are followed.

27. SALE OF PROPERTY

In the event the property is sold, the lease will transfer to the new owner, and tenants will be notified of the new contact information.

28. MILITARY CLAUSE

If the tenant is active military and receives orders to relocate or is deployed for more than 90 days, they may terminate the lease without penalty, in line with the Servicemembers Civil Relief Act.

29. HAZARDOUS MATERIALS

Tenant agrees not to store hazardous or flammable materials (e.g., gasoline, fireworks) on the premises.

30. RESIDENTIAL USE ONLY

The property is for residential use only. No business may be operated from the premises without prior written consent from the Landlord.

31. ENTIRE AGREEMENT

This document constitutes the entire lease agreement between the parties. No other agreements, verbal or written, shall be binding unless included here or in an addendum signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. Each Party warrants that they have the legal authority to enter into this Agreement and have done so as their free act and deed.

Landlord Signature: _____ **Date:** _____

Print Name: _____ **Date:** _____

Tenant Signature: _____ **Date:** _____

Print Name: _____ **Date:** _____

Tenant Signature: _____ **Date:** _____

Print Name: _____ **Date:** _____

AMOUNT DUE AT SIGNING

First (1st) Month's Rent: \$[AMOUNT]

Security Deposit: \$[AMOUNT]

Early Move-in (Proration Amount): \$[AMOUNT]

Pre-Payment of Rent: \$[AMOUNT]

Parking Fee: \$[AMOUNT]

Pet Deposit: \$[AMOUNT]

Total Amount Due: \$[AMOUNT]