

## 13.4: Appendix 1- Sample Lease

**LEASE AGREEMENT** made by and between the Tenant, \_\_\_\_\_, currently residing at \_\_\_\_\_, and the Landlord, \_\_\_\_\_, with a current mailing address of \_\_\_\_\_.

The parties hereby agree to the following terms and conditions of this lease agreement:

1. **Apartment Location:** \_\_\_\_\_, Apt. No. \_\_\_\_\_.
2. **Term of Lease:** \_\_\_\_\_ Months, beginning \_\_\_\_\_ and ending \_\_\_\_\_.
3. **Rent:** Monthly: \$ \_\_\_\_\_.
4. **Rent Due Date:** Rent will be due the \_\_\_\_\_ day of the month starting \_\_\_\_\_.
5. **Late Charge:** Tenant will pay a charge of \$ \_\_\_\_\_ if rent is more than five (5) days late.
6. **Maintenance of the Apartment:** The tenant agrees to pay for any damage to the apartment occurring during his term only. Tenant may, within ten (10) days of moving in, notify the owner in writing of any items which are damaged, broken, or soiled. The tenant will not be held responsible for any damage, breakage, or soil occurring before the tenant moved in. Broken glass of windows shall be replaced by tenant. The tenant agrees not to paint or make any alterations to the apartment without discussing his plans with the owner. The tenant is responsible for, and shall take care of, the apartment during his occupancy and agrees to keep the apartment clean.
7. **Security Deposit:** A Security Deposit in the amount of \$ \_\_\_\_\_, which represents one-month's rent, is required, and will be held in trust by the owner until termination of tenancy. The security deposit is not to be considered as rent for the last month of lease. The Security Deposit will be refunded in full, with interest minus a 1% account maintenance fee within thirty (30) days of termination of this tenancy, less any damages over and above regular wear and tear, and less cleaning charges, if any.
8. **Cleaning Charges:** Tenant is expected to leave apartment clean at end of tenancy, and to place all unwanted items in boxes, and remove same from the apartment, and place at curb, ready for refuse collector. If the tenant fails to leave the apartment in clean condition, the following cleaning charges may be applied against the Security Deposit: Range: \$25.00; Refrigerator: \$25.00; Kitchen (including cabinets), Bathroom (including all fixtures and tile), and all other rooms: \$15.00 each.
9. **Utilities:** The tenant shall be responsible and pay for electric, cable, telephone, and internet service to the apartment. The landlord is responsible for, and will pay, the utilities for the gas appliances that provide heat and hot water service to the apartment and for the water supply service.
10. **Early Termination:** Tenant agrees to occupy the apartment and to pay rent during the full term of lease. Owner will release tenant from tenant's obligation to complete the full term of this lease provided:
  - (a) Tenant gives at least one-month's written notice of his intention to leave. Notice should be mailed to Owner at address as stated at the top of this lease, and
  - (b) Tenant pays the regular rent for one month after date of written notice, and
  - (c) Tenant will let owner keep the security deposit to cover such rental expenses as advertising, traveling, and showing apartment caused by the earlier termination.
11. **Use of Premises:** The tenant shall use the apartment as private living quarters for no more than \_\_\_\_\_ occupants. Tenant agrees not to use the apartment for business purposes. The tenant shall not violate any regulation of the Board of Health, Fire Underwriters, City Ordinance, or State or Federal laws of any nature, and shall not use the apartment for any unlawful or immoral purpose.
12. **Assignment or Subletting:** The tenant agrees that he will not assign this lease or sublet the apartment, or any part of it, without the written consent of the owner. Said consent shall not be unreasonably withheld and the landlord will only refuse to consent for a good reason.
13. **Repairs:** Plumbing leaks, failure of heating or hot water systems, and electrical malfunctions will be repaired by the landlord within a reasonable time after the tenant notifies the owner. To avoid more damage to the apartment, the tenant agrees to give notice of the need of said repairs to the landlord as soon as possible. Landlord is not required to give notice of entry of the apartment to evaluate and/or make emergency repairs.

14. **Insurance:** The owner's insurance policy covers damage or loss by fire, theft, or otherwise, to the building and owner's furnishings only. It is the responsibility of the tenant to protect with renters insurance tenant's own personal property. Tenant agrees to make no claims against owner for any such damage or loss.

15. **Pets:** No pets of any kind are allowed in the apartment.

16. **Snow Removal and Lawn Maintenance:** The landlord is responsible for all snow removal at the premises, as well as lawn maintenance.

17. **Tenant Privacy:** Tenant will have quiet enjoyment of said apartment. Landlord will give 24-hour notice of intent to enter said apartment unless emergency repairs are required.

18. **Signatures:** The person signing this lease as the tenant states that she/he has the authority to sign for all other persons who will occupy the apartment.

\_\_\_\_\_, Tenant

Dated: \_\_\_\_\_

\_\_\_\_\_, Landlord

Dated: \_\_\_\_\_

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