

# New York Residential Lease

(for unregulated private dwelling housing)

Date: {TodaysDate}

1. **PARTIES.** This New York Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** Per N.Y. Real Prop. Law § 235-F, this Agreement shall be construed to permit occupancy by Tenant, immediate family of Tenant, occupants and dependent children of occupants; provided that the total number of Tenants and occupants, excluding occupants' dependent children, does not exceed the number of persons allowed under law, and that at least one Tenant or a Tenant's spouse occupies the Premises as his or her primary residence. Tenant shall inform Landlord of the name of any occupant within 30 days following the commencement of occupancy by such person or within 30 days following a request by Landlord. Per N.Y. Real Prop. Law § 237, Landlord may not include a provision in this Agreement that Tenant remain childless or shall not bear children. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent.
  - A. **Electronic Payment.** If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}. However, per N.Y. Real Prop. Law § 235-G, Landlord may not *require* Tenant to use electronic payment.
  - B. **Written Receipt.** Per N.Y. Real Prop. Law § 235-E:
    - i. Form. If Tenant pays in the form of cash or any instrument other than personal check, Landlord shall provide a receipt to the payor containing the date, amount, identity of the Premises and period for which paid, and the signature and title of the person receiving the payment.
    - ii. Personal Check. Tenant may request, in writing, that Landlord provide a receipt for rent paid by personal check. If such request is made, Landlord or any agent of the Landlord

authorized to receive rent shall provide Tenant with the receipt described in subsection i above. Such request shall, unless otherwise specified by Tenant, remain in effect for the duration of such Tenant's tenancy. Landlord shall maintain a record of all cash receipts for rent for at least three years.

iii. Timing. If a payment of rent is personally transmitted to Landlord or an agent of Landlord authorized to receive rent, the receipt for such payment shall be issued immediately to Tenant. If a payment of rent is transmitted indirectly to Landlord or an agent of Landlord authorized to receive rent, Tenant shall be provided with a receipt within fifteen days of such Landlord or agent's receipt of a rent payment.

C. **Late Payment.** Per N.Y. Real Prop. Law § 235-E(d), if Landlord or an agent of Landlord authorized to receive rent fails to receive payment for rent within five days of the date specified in this Agreement, Landlord or agent shall send Tenant, by certified mail, a written notice stating the failure to receive such rent payment. The failure of Landlord or any agent of Landlord authorized to receive rent to provide Tenant with a written notice of the non-payment of rent may be used as an affirmative defense by Tenant in an eviction proceeding based on the non-payment of rent.

6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of  $\${Late\_Fee}$ . If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of  $\${NSF\_Fee}$ . Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

7. **PRORATION OF RENT.** For the period from  $\{StartDate\}$  through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of  $\${ProratedRent}$ .

8. **SECURITY DEPOSIT.**

A. **Amount.** Tenant shall deposit with Landlord the amount of  $\${SecurityDeposit}$  as a security deposit against any breach of this Agreement by Tenant. Per N.Y. Gen. Oblig. Law § 7-108, the deposit shall not exceed one month's rent.

B. **Separate Account For Security Deposit.** Per N.Y. Gen. Oblig. Law § 7-103(2), Landlord shall deposit the security deposit in a bank account used only for that purpose at a federally insured bank located in New York. Landlord shall notify Tenant at the time of execution of this Agreement of the name and address of the bank where the deposit shall be located. If the Premises is in a building of six or more units, the security deposit shall be placed in an interest-bearing bank account at the prevailing interest rate.

- C. **Allowable Charges.** Per N.Y. Gen. Oblig. Law § 7-108, the entire amount of the deposit shall be refundable to Tenant upon Tenant's vacating of the Premises, except for an amount lawfully retained for the reasonable and itemized costs due to non-payment of rent, damage caused by Tenant beyond normal wear and tear, non-payment of utility charges payable directly to Landlord under this Agreement, and moving and storage of Tenant's belongings. Landlord may not retain any amount of the deposit for costs relating to ordinary wear and tear of occupancy or damage caused by a prior tenant.
- D. **Move-In Inspection.** Per N.Y. Gen. Oblig. Law § 7-108, after this Agreement is signed but before Tenant begins occupancy, Landlord shall offer Tenant the opportunity to inspect the Premises with Landlord or Landlord's agent to determine the condition of the property. If Tenant requests such inspection, the parties shall execute a written agreement before Tenant begins occupancy of the Premises attesting to the condition of the property and specifically noting any existing defects or damages. Upon Tenant's vacating of the Premises, Landlord may not retain any amount of the deposit or advance due to any condition, defect, or damage noted in such agreement. The agreement shall be admissible as evidence of the condition of the Premises at the beginning of occupancy only in proceedings related to the return or amount of the security deposit.
- E. **Move-Out Inspection.** Per N.Y. Gen. Oblig. Law § 7-108, within a reasonable time after notification of either party's intention to terminate the tenancy, unless Tenant terminates the tenancy with less than two weeks' notice, Landlord shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Premises and of Tenant's right to be present at the inspection. If Tenant requests such an inspection, the inspection shall be made **no earlier than two weeks and no later than one week before the end of the tenancy**. Landlord shall provide at least **forty-eight hours** written notice of the date and time of the inspection. After the inspection, Landlord shall provide Tenant with an itemized statement specifying repairs or cleaning that are proposed to be the basis of any deductions from Tenant's deposit. Tenant shall have the opportunity to cure any such condition before the end of the tenancy. Any statement produced pursuant to this paragraph shall only be admissible in proceedings related to the return or amount of the security deposit.
- F. **Return Of Security Deposit.** Per N.Y. Gen. Oblig. Law § 7-108, within **fourteen days** after Tenant has vacated the Premises, Landlord shall provide Tenant with an itemized statement indicating the basis for the amount of the deposit retained, if any, and shall return any remaining portion of the deposit to Tenant. If Landlord fails to provide Tenant with the statement and deposit within fourteen days, Landlord shall forfeit any right to retain any portion of the deposit.
- G. **Burden of Proof.** Per N.Y. Gen. Oblig. Law § 7-108, in any action or proceeding disputing the amount of any amount of the deposit retained, Landlord shall bear the burden of proof as to the

reasonableness of the amount retained.

9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Per N.Y. Real Prop. Law § 235-I, Landlord shall not charge Tenant a fee for the reproduction of keys to the Premises greater than one hundred ten percent of the actual cost of reproduction, provided such limitation shall not apply if Tenant requires the reproduction of keys for the Premises more than three times in a calendar year.
10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control. Per N.Y. Real Prop. Law § 235-A, if Tenant makes a payment to a utility company for a utility for which Landlord is responsible but Landlord has failed or refused to provide payment therefor, Tenant may deduct the payment from Tenant's rent.
11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE OF RENT INCREASE OR NON-RENEWAL OF RESIDENTIAL TENANCY.**
  - A. **Rent Increase; Non-Renewal.** Per N.Y. Real Prop. Law § 226-C, whenever Landlord intends to offer to renew the tenancy of Tenant with a rent increase equal to or greater than five percent above the current rent or Landlord does not intend to renew the tenancy, Landlord shall provide written notice as required in subsection B below. If Landlord fails to provide timely notice, Tenant's lawful tenancy shall continue under the existing terms of this Agreement from the date on which Landlord gave actual written notice until the notice period has expired.
  - B. **Required Notice.** For the purposes of this section, the required notice shall be based on the cumulative amount of time Tenant has occupied the Premises or the length of the tenancy in each lease, whichever is longer.
    - i. If Tenant has occupied the Premises for less than one year and does not have a lease term of at least one year, Landlord shall provide at least **thirty days'** notice.
    - ii. If Tenant has occupied the Premises for more than one year but less than two years, or has a lease term of at least one year but less than two years, Landlord shall provide at least

**sixty days'** notice.

- iii. If Tenant has occupied the Premises for more than two years or has a lease term of at least two years, Landlord shall provide at least **ninety days'** notice.

**14. HOLDOVER.**

A. **Holdover Rent.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord a sum not to exceed **double the monthly rental amount of  $\{\text{MonthlyRent}\}$**  under this Agreement, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, the holdover Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.

B. **Acceptance of Rent.** Per N.Y. Real Prop. Law § 232-C, if Landlord accepts rent for any period subsequent to the Agreement Term, then the tenancy created by the acceptance of such rent shall be a tenancy from month to month commencing on the first day after the expiration of the Agreement Term.

**15. POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.

**16. DELAY OF OCCUPANCY.** Landlord and Tenant hereby agree to modify Tenant's right to rescission under N.Y. Real Prop. Law § 223-A as follows. In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.

**17. REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

**18. MAINTENANCE RESPONSIBILITIES.**

A. **Landlord's Responsibilities.** Per N.Y. Real Prop. Law § 235-B, Landlord warrants that the Premises is fit for human habitation and for the uses reasonably intended by Landlord and Tenant and that the occupants of the Premises shall not be subjected to any conditions which would be dangerous, hazardous, or detrimental to their life, health, or safety. When any such condition has been caused by the misconduct of Tenant or persons under Tenant's direction or control, it shall not constitute a breach of Landlord's covenants and warranties.

**B. Tenant's Responsibilities.** Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so.

Tenant shall:

- i. comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations;
- ii. keep the Premises clean, sanitary, and in good condition;
- iii. notify Landlord immediately of any defects, maintenance issues, or dangerous conditions of which Tenant becomes aware;
- iv. be responsible for cleaning and routine maintenance;
- v. dispose promptly of all rubbish, garbage, and other waste; and
- vi. properly use and operate any electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their conditions permit.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

- A. violates any law or ordinance, including laws prohibiting the use,

possession, or sale of illegal drugs;

B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

## 22. **RULES AND REGULATIONS.**

A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:

i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;

ii. they are reasonably related to the purpose for which they are adopted;

iii. they apply to all tenants in the property in a fair manner;

iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;

v. they are not for the purpose of evading the obligations of Landlord; and

vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

## 24. **ABANDONMENT.**

A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.

B. **Mitigation of Damages.** Per N.Y. Real Prop. Law § 227-E, if Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate or the monthly rent, whichever is lower. If Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, this Agreement terminates as of the date of the new tenancy. If Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a

surrender, this Agreement is deemed to be terminated by the Landlord as of the date Landlord has notice of the abandonment.

**C. Personal Property.**

**Landlord shall consider any personal property left on the Premises to have been abandoned. Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Tenant hereby relieves Landlord of all liability for doing so.**

{SignatureBlock\_ALL\_Initials}

25. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. Landlord may enter the Premises for the following purposes:

- A. to inspect the Premises and determine Tenant's compliance with the terms of the Agreement;
- B. to show the Premises to a prospective tenant, purchaser, or lender;
- C. to estimate repair costs;
- D. to prevent waste;
- E. to prevent excessive noise or disturbances; or
- F. to make any repairs, additions, or alterations.

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 notice of at least **24 hours** before entering the Premises.

26. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

27. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

A. **Assignment.** Per N.Y. Real Prop. Law § 226-B(1), Tenant shall not assign this Agreement without the prior written consent of Landlord. If Landlord reasonably withholds consent, there shall be no assignment and Tenant shall not be released from this Agreement. If Landlord unreasonably withholds consent, Landlord shall release Tenant from this Agreement if Tenant so requests upon 30 days' written notice to Landlord. Landlord's release of Tenant shall be the sole remedy of Tenant.

B. **Sublease.**

- i. Four or More Units. Per N.Y. Real Prop. Law § 226-B(2), if the

Premises is part of a building with four or more dwelling units, Tenant may sublease the Premises subject to the written consent of Landlord, and such consent shall not be unreasonably withheld. Tenant shall inform Landlord of Tenant's intent to sublease by mailing a notice of such intent by certified mail, return receipt requested. Such request shall be accompanied by the following information:

- a. the term of the sublease;
- b. the name of the proposed sublessee;
- c. the business and permanent home address of the proposed sublessee;
- d. Tenant's reason for subletting;
- e. Tenant's address for the term of the sublease;
- f. the written consent of any cotenant or guarantor of the lease; and
- g. a copy of the proposed sublease, to which a copy of Tenant's lease shall be attached if available, acknowledged by Tenant and proposed subtenant as being a true copy of such sublease.

Within ten days after the mailing of such request, Landlord may ask Tenant for additional information as will enable Landlord to determine if rejection of such request shall be unreasonable. Any such request for additional information shall not be unduly burdensome. Within thirty days after the mailing of the request for consent, or of the additional information reasonably asked for by Landlord, whichever is later, Landlord shall send a notice to Tenant of Landlord's consent or, if Landlord does not consent, Landlord's reasons therefor. Landlord's failure to send such a notice shall be deemed to be a consent to the proposed subletting. If Landlord consents, the Premises may be sublet in accordance with the request, but Tenant thereunder, shall nevertheless remain liable for the performance of Tenant's obligations under this Agreement. If Landlord reasonably withholds consent, there shall be no subletting and Tenant shall not be released from this Agreement. If Landlord unreasonably withholds consent, Tenant may sublet in accordance with the request and may recover the costs of the proceeding and attorneys fees if it is found that Landlord acted in bad faith by withholding consent.

- ii. Less than Four Units. If the Premises is part of a building with three or fewer dwelling units, Tenant shall not sublet any part of the Premises without the prior written consent of Landlord.

C. **Release.** Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment

transfer, loss of employment, marriage, divorce, separation, or bad health (with the exception of certain military service members, victims of domestic violence, tenants 62 years of age or older, and any other exceptions as may be permitted under federal and/or state law).

**28. GROUNDS FOR TERMINATION OF THE TENANCY.**

**A. Landlord.** Landlord may terminate this Agreement if:

- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application;
- iii. Tenant or any occupant uses the Premises for any illegal trade, manufacture, or other business, per N.Y. Real Prop. Law § 231; or
- iv. otherwise provided by law.

**B. Termination By Tenant.** Tenant may terminate this Agreement if:

- i. the Premises is damaged or destroyed by fire or casualty to the extent that normal use and occupancy is substantially impaired, per N.Y. Real Prop. Law § 227;
- ii. Tenant is 62 years or older or has a disability and elects to terminate this Agreement under N.Y. Real Prop. Law § 227-A or 227-B;
- iii. Tenant is a victim of domestic violence, per N.Y. Real Prop. Law § 227-C;
- iv. Tenant or Tenant's spouse enters military service, per N.Y. Mil. Law § 310; or
- v. otherwise provided by law.

**29. INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

**30. SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.

**31. RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.

32. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
33. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
- A. To Tenant: the Premises, or at Tenant's last known address
  - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}

34. **SPRINKLER SYSTEM NOTICE.**

- A. **Law.** Per N.Y. Real Prop. Law § 231-A(1), this Agreement shall provide conspicuous notice in bold face type as to the existence or non-existence of a maintained and operative sprinkler system in the Premises. Per N.Y. Exec. Law § 155-A, "sprinkler system" shall mean a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread. If there is a maintained and operative sprinkler system in the Premises, this Agreement shall provide further notice as to the last date of maintenance and inspection.
- B. **Notice.** In compliance with N.Y. Real Prop. Law § 231-A(1), Landlord hereby discloses the following:

**The Premises does not have a maintained and operative sprinkler system.**

35. **CERTIFICATE OF OCCUPANCY NOTICE.**

- A. **Law.** Per N.Y. Real Prop. Law § 235-BB, prior to executing this Agreement with Tenant, the owner of real property consisting of three or fewer rental units shall provide conspicuous notice in bold face type as to whether a certificate of occupancy, if such certificate is required by law, is currently valid for the Premises. Owners who provide tenants with an actual copy of the valid certificate of occupancy shall be deemed to have complied with the requirements of the law. Any agreement by Landlord or Tenant of the Premises waiving or modifying his or her rights as set forth in this section shall be void as contrary to public policy.
- B. **Notice.** In compliance with N.Y. Real Prop. Law § 235-BB, Landlord hereby discloses the following:

**The Premises does have a valid certificate of occupancy.**

36. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:  
{AdditionalProvisions}
37. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorney's fees and court costs. Per N.Y. Real Prop. Law § 234, Landlord may not recover attorneys' fees upon a default judgment.
38. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
39. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
40. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
41. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
42. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock\_ALL\_Signatures+Date+Emails}