



LEASE AGREEMENT

The Landlord and Tenant agree to lease the Residence at the Rent and for the Term stated on these terms:

Landlord: ALA Properties Inc.

Tenant: _____

Residence: _____

Address for Notices: _____

LEASE DATE: _____	TERM: _____	MONTHLY RENT: \$ _____
_____	BEGINNING: _____	SECURITY DEPOSIT: \$ _____
_____	ENDING: _____	

Rider Additional terms on pages initialed at the end by parties is attached and made part of this lease.

- 1. Use** The Residence must only be used as a private Residence to be lived in and for no other reason. Only the party signed to this Lease and the spouse and children of that party may use the Residence.
- 2. Failure to give possession** Landlord shall not be liable for failure to give Tenant possession of the residence on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will then notify the Tenant as to the date possession is available. The ending date of the Term will not change.
- 3. Rent, added rent** the rent payment must be made on the first day of the month at the Landlords address. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs the lease. Tenants may be required to pay other fees to the Landlord under the terms of this Lease. They are to be called "added rent." This added rent is payable as rent, together with the next monthly rent due. If the Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Payment of rent in installments is for Tenants confidence only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer give rent payment in installments. The entire rent for the remaining part of the Term will be then due and payable.
- 4. Security** Tenant has given Security to the Landlord in the amount stated above. If Tenant fully complies with all of the above Terms of this Lease, Landlord will return the Security after the Terms end. If the Tenant does not fully comply with the terms of this Lease, Landlord may use the security to pay the amounts owed by the Tenant, including damages. If Landlord sells or Leases the building, Landlord may give Security to the buyer or Lessee. Tenant will look only to the buyer or lessee for the return of the security.
- 5. Services** Landlord will supply: (a) heat as required by law and (b) hot and cold water for bathroom and kitchen sink. Stopping or reducing of service(s) will not be a reason for Tenant to stop paying rent, make a money claim or to claim eviction. Damages to equipment or appliances supplied by Landlord caused by Tenants act or neglect may be repaired by Landlord at the Tenant's expense. The repair costs will be added rent. Tenant must pay for all electric, gas, telephone and other utility services used in the Residence and arrange for them with the public utility company. Landlord may stop service of the plumbing, heating, elevator, air cooling or the electrical systems because of accident, emergency repairs, or changes until the work is complete. If unable to supply any service because of labor trouble, government order, lack of fuel supply or other cause not controlled by the Landlord, Landlord is excused from supplying the service. Service shall resume when Landlord is able to supply it.
- 6. Repairs** Tenant must take good care of the Residence and all equipment and fixtures in it. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need results from Tenants act or neglect. If Tenant fails to make the needed repair or replacement, Landlord may do it. Landlord's expense will be added rent.
- 7. Alterations** Tenant must obtain Landlords prior written consent to install any paneling, flooring, built in decoration, partitions, railings or make alterations or to paint or wall paper the residence. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is give, the alterations and installations shall be property of the Landlord when completed and paid for, and shall remain with and part of the Residence at the end of the Term. Landlord has the right to demand that tenant remove the alterations and installations before the end of the Term. The demands shall be by notice, given at least 15 days before the end of the Term. Landlord is not required to do or pay for any of the work unless stated in this lease.
- 8. Fire, accident, defects, damage** Tenant must give Landlord prompt notice of fire, accident, damage or dangerous defective conditions. If the Residence can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Residence is unusable. If part of the Residence can not be used, the Tenant must pay for the useable part. Landlord shall have the right to determine which part of the Residence is usable. Landlord need only repair the damaged structural parts of the Residence. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to setting insurance claims, obtaining estimates, labor and supply problems or any other causes not fully under Landlord's control. If the fire or other casualty is caused by an act or neglect by the Tenant or guest of Tenant, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at the Tenant's expense and the Tenant must pay the full rent with no adjustment. The cost of the repairs will be added to the rent. Landlord has the right to demolish or repair the Building if there is substantial damage by fire or other casualty. Even if the Residence is not damaged, Landlord may cancel this Lease within 30 days after the fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after the Landlord's cancellation notice to Tenant. Tenant must deliver the Residence to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Residence or Building.

9. **Liability** Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Tenant must pay for damages and suffered money spent by Landlord relating to any claim arising from any act or neglect from Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests or invitees.
10. **Landlord may enter** Landlord may at reasonable times, enter the Residence to examine, to make repairs or alterations, and to show it to possible buyers, lenders, or tenants.
11. **Assignment and sublease** Tenant must not assign this Lease or sublet all or part of the Residence or permit any other person to use the Residence. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default section.
12. **Subordination** This Lease and Tenant's rights, are subject and subordinate to all present and future: a) leases for the building or the land on which it stands, b) mortgages on the leases or the Building or land, c) agreements securing money paid or to be paid by a lender, and d) terms, conditions, renewals, changes of any kind and extensions of the mortgages or leases or Lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant.
13. **Condemnation** If all of the Residence or Building is taken or condemned by a legal authority, the Term and the Tenant's rights shall end of the date the authority takes title to Residence or Building. If any part of the Residence or Building is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of notice. If the Lease is cancelled, Tenant must deliver Residence to Landlord on the cancellation date together with all rent due to that date. The entire reward for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.
14. **Tenant's duty to obey laws and regulations** Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase as added rent.
15. **Tenant's defaults and Landlord's remedies**
 - A. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:
 1. Failure to pay rent or added rent on time.
 2. Improper assignment of the Lease, improper subtitling all or part of the Residence.
 3. Improper conduct by Tenant or other occupant of Residence.
 4. Failure to fully perform any other term in the Lease.
 - B. If the Tenant fails to correct the defaults in section A, within 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Residence and give the Landlord the keys. Tenant continues to be responsible for rent, expenses, damages, and losses.
 - C. If the Lease is cancelled, or rent or added rent is not paid on time, or Tenant vacates Residence Landlord may in addition to other remedies take any of the following steps:
 1. Enter the Residence and remove Tenant and any persons or property;
 2. Use dispossesses eviction or other lawsuit method to take back Residence.
 - D. If the Lease is ended or Landlord takes back the Residence, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Residence and anything in it for any term. The Landlord may re-rent for a lower rent and give allowances to new Tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, Attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages, and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the Residence after a Court gives possession to Landlord.
16. **Waiver of jury, counterclaim, set off** Landlord and Tenant waive trial by a jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property damage claim). In a proceeding to get possession of the Residence, Tenant shall not have the right to make a counterclaim or set off.
17. **Notices** Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Residence. If to Landlord, it must be mailed to the Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Landlord must send a written notice to Tenant if Landlord's address has changed.
18. **No waiver, illegality** Landlord's acceptance of rent or failure to enforce any term in this lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal, the rest of the Lease remains in full force.
19. **Bankruptcy, insolvency** if (1) Tenant assigns property for the benefit of creditors, (2) Tenant files voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 day notice of cancellation of Term of this Lease. If any of the above is not fully dismissed within 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses, and expenses without offset.
20. **Rules** Tenant must comply with Landlord's Rules. Notice of Rules will be posted or given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to the Tenant if another tenant violates the Rules. Tenant receives no rights under the Rules.
21. **Representations** Tenant has read this Lease. All promises made by Landlord are in this Lease. There are no others.
22. **Landlord unable to perform** If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within the Landlord's reasonable control Landlord is delayed or unable to (a) carry out any of the Landlord's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the Residence or Building, or (d) supply any equipment or appliances, this Lease shall not be ended or Tenant's obligations affected.
23. **End of Term** At the end of the Term Tenant must: leave the Residence clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Residence and Building caused by moving; and restore the Residence to its condition at the beginning of the Term.
24. **Space "as is"** Tenant has inspected the Residence and Building. Tenant states they are in good order and repair and takes the Residence "as is".
25. **Quiet enjoyment and habitability** Subject to the terms of this Lease, as long as the Tenant is not in default Tenant may peaceably and quietly have, hold, and enjoy the Residence for the Term. Landlord states that the Residence and Building are fit for human living and there is no condition dangerous to health, life or safety.
26. **Landlord's consent** If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.
27. **Legal Fees** The Landlord in a legal action or proceeding between Landlord and Tenant for non-payment of rent or recovery of possession of the Residence or breach of any of Tenant's covenants may recover reasonable legal fees and costs from the other party, as added rent.
28. **Lease binding on** This Lease is binding on Landlord and Tenant and those that lawfully succeed to their rights or take their place.
29. **Landlord** means the owner or the lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Building is transferred. Landlord's agent or employees may perform any acts the Landlord may do.
30. **Paragraph headings** The paragraph headings are for convenience only.
31. **Changes** This Lease may be changed only by an agreement in writing signed by and delivered to each party.
32. **Effective date** This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.
33. **Late charges** If the Landlord does not receive full payment of rent after the fifth of the month, there shall be a \$50.00 late charge, as added rent.

- 34. **Pets** No pets allowed without the written permission of the Landlord.
- 35. **Washer** Tenant shall be responsible for water bill at _____, as added rent.
- 36. **Vehicles** Tenant will be responsible for all vehicles on the property. All vehicles must be registered and insured in accordance with city codes. The tenant will be the property thereof a ticket to the property owner for such code violations. This fee will be added rent.
- 37. **Lease Renewal** If at the end of the lease the tenant fails to renew the lease but remains in the residence, the lease will automatically revert to a month to month lease with all of the original terms of the lease remaining in effect, will be deducted from the security deposit.
- 38. **Residence** will be free of pests at time of occupancy. Upon occupancy, the tenant may conduct a pest inspection at their own expense. Tenant will be responsible for any and all extermination costs during the term of the lease. Once tenant vacates property, if it is determined that a pest problem exists, extermination costs will be deducted from security deposit.
- 39. **Trash and Trash Can Policy** Be advised that the city of Rochester has strict rules regarding trash around your property. The yard around your house or apartment is your responsibility to keep clean and free of trash. The city will be out writing tickets to generate revenue for the city. If your property is ticketed because of trash **YOU** have not picked up, we will be forced to increase the charge or move toward legal action, including eviction. Also, your green garbage cans need to be pulled back to the rear of your property. The City allows you until the end of trash day to pull them to the rear of the property before they will issue a ticket resulting in a fine for **YOU**. The garbage cans cannot be put out at the street for pick up sooner than noon the day before the scheduled pick up day. The city also will ticket **YOU** if the cans are out to early. Please avoid any tickets and fines. It is the tenant responsibility to have totter at the curb on their collection day. Totter must /be returned to appropriate location by dwelling by the evening of the collection day. Failure to do so will result in a fine from the city and will be passed on to the tenant and included in their rent for the month the violation is incurred.
- 40. **Zero Tolerance Drug Policy** I understand that this property is a drug free environment and that management has a policy of a zero tolerance to illegal drugs on these premises. I further understand and agree that this policy entitles management to terminate the rental agreement of any tenant who has engaged in any drug related activity such as possession, sale, manufacture, distribution, or use of a controlled substance on or about these premises, or engage in any other illegal activity which is determined to the property manager or its residents. I understand and agree that this policy is intended to ensure the tenants safety and peaceful enjoyment of this property is protected and that the tenant and their guests or invitee do not use or sell illegal drugs on these premises.
- 41. **Smoke and Carbon Monoxide Detector Compliance** You have signed that your landlord has provided you with functional smoke and carbon monoxide detectors. Each bedroom, hallway and or corridor leading to a bedroom has a smoke detector installed and is operable. I the tenant understand that it is my duty to ensure that each smoke detector and carbon monoxide detector installed in the unit is functional and is not disabled. If the smoke detector is battery operated, the tenant shall replace batteries in the smoke/ carbon monoxide detector as necessary. If the smoke/ carbon monoxide detector is hard wired into the rental unit's electrical system, and the tenant believes that the smoke/ carbon monoxide detector is not functional, the tenant shall provide notice to the landlord by written notification of the need to replace or repair the detector. I the tenant understand that tampering with the batteries or unplugging the wire from units is illegal and will not hold the owners or managers of such listed properties above for tampering with such device. The smoke and or carbon monoxide units have been provided to me at no cost in perfect working condition I am clear and understand how they work. If the units are damaged or removed I understand I have to pay **\$25.00** per smoke alarm and **\$50.00** per carbon monoxide detector. These monies will be deducted from my security deposits or billed directly.

Signatures:

Landlord: _____

Date

Landlord: _____

Date

Tenant: _____

Date

Tenant: _____

Date