



MONTH-TO-MONTH LEASE AGREEMENT

DATED:

LANDLORD: KELLY & CALLY ASSOCIATES, LLC

TENANT(S): _____

PREMISES: 37-15 23RD Avenue, Astoria NY 11105 Apt. 7

This Lease Agreement ("Lease") is entered by and between Kelly & Cally Associates LLC ("Landlord") and _____ (collectively "Tenant"). Landlord and Tenant may collectively be referred to as the "Parties." This Lease creates joint and several liabilities in the case of multiple Tenants. The Parties agree as follows:

PREMISES: Landlord hereby leases the premises located at 37-15 23rd Avenue, Apt. 7, Astoria NY 11105.

The Lease will start on _____ and will continue as a month-to-month tenancy. To terminate tenancy the Landlord or Tenant must give the other party a written 30 day notice of Lease non-renewal. The Tenant may only terminate their Lease on the last day of any month and the Landlord must receive a written notification of non-renewal at least 30 days prior to the last day of that month. If the Tenant plans to leave on or after the first of any month, they are responsible for that month's full rent. If the Tenant does not provide the Landlord with a written 30 day notice, they shall forfeit their full deposit amount.

LEASE PAYMENTS: Tenant agrees to pay to Landlord as rent for the Premises the amount of \$2,500.00 each month in advance on the 1ST day of each month at 32-56 Steinway Street, 2nd Floor, Astoria NY 11103 or at any other address designated by Landlord. Tenant will give the Landlord one check a month in the sum of \$2,500.00.

LATE CHARGES: Rent is due on the 1ST of each month. If any or all of the rent is not received by the 7TH of the month, a \$ 50.00 per MONTH late fees will be charged per month.

INSUFFICIENT FUNDS: Tenant agrees to pay the charge of \$50.00 for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

SECURITY DEPOSIT: At the signing of this Lease, Tenant shall deposit with Landlord, a security deposit of \$2,500.00 as security for the performance by Tenant of the terms under this Lease and for any damages caused by Tenant, Tenant's family,



agents and visitors to the Premises during the term of this Lease. Landlord may use part or all of the security deposit to repair any damage to the Premises caused by Tenant, Tenant's family, agents and visitors to the Premises. However, Landlord is not just limited to the security deposit amount and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent.

POSSESSION AND SURRENDER OF PREMISES: When terminated by Landlord or upon tenant's surrender of the premises.

USE OF PREMISES: Tenant shall only use the Premises as a residence.

OCCUPANTS: Tenant agrees that no more than **TWO (2)** persons may reside on the Premises without prior written consent of the Landlord.

CONDITION OF PREMISES: Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If at any time during the term of this Lease, in Tenant's opinion, the conditions change, Tenant shall promptly provided reasonable notice to Landlord.

ASSIGNMENT AND SUBLEASE: Tenant shall not permitted to assign or sublease the premises. Any assignment or sublease shall be deemed a material default and Landlord shall have the option to terminate.

DANGEROUS MATERIALS: Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

UTILITIES ANDS SERVICES: Tenant is responsible for paying all electric, gas, hot water, telephone and any other utilities allocated to the Unit. Use of a washer and dryer machines inside the Unit is prohibited. Landlord will also supply a refrigerator, stove/oven, dishwasher, window air conditioning unit (the "Appliances"). Any damage to the Appliances which is caused by the willful and/or negligent acts of Tenant may be repaired by Landlord at the Tenant's cost.

PETS: Tenant shall not keep any pets on the Premises without the prior written consent of the Landlord. If Landlord grants permission to Tenant to keep pets, an additional security deposit of \$300.00 will be required by the Landlord to keep in trust for potential damage to the Premises caused by Tenant's pets.

MUNICIPAL VIOLATIONS: The Tenant shall be responsible to pay all municipal, agency or public authority violations, including but not limited to all sanitation, Department of Transportation (DOT) and/or Environmental Protection Agency (EPA) and/or Environmental



Control Board (ECB) fines, Department of Buildings (DOB) fines, tickets, violations or penalties which are occasioned by the Tenant itself at the described Premises or Building.

ALTERATIONS AND IMPROVEMENTS: Tenant agrees not to make any improvements or alterations to the Premises without prior written consent of the Landlord. If any alterations, improvement or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

ACCESS TO PREMISES: Landlord shall have the right at any time, to change the arrangement and/or location of entrances or passageways, door and doorways, and corridors, elevators, stairs, toilets and other public parts of the Building, provided, same does not diminish Tenant's usable area or obstruct Tenant's access to the Demised Premises, or visibility of the Demised Premises.

RIGHT OF INSPECTION: Tenant agrees to make the Premises available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency (i.e. Con Edison). At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Except in the case of an emergency, Landlord must provide Tenant with at least 48 hour notice for access.

MAINTENANCE AND REPAIR: Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Lease and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by Tenant's misuse, waste or neglect, or that of the Tenant's family, agents or visitors. Tenant agrees that no painting will be done on or about the Premises without the prior written consent of Landlord. Tenant shall promptly notify Landlord of any damage, defect or destruction of the Premises or in the event of the failure of any of the appliances or equipment. Landlord will use its best efforts to repair or replace any such damaged or defective areas, appliances or equipment.

ENTIRE AGREEMENT: This Lease constitutes the entire Agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other Agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

INDEMNIFICATION: To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent except Landlord's act or negligence.



LEGAL FEES: In the event that the Tenant violates the terms of the Lease or defaults in the performance of any covenants in the Lease and the Landlord engages an attorney or institutes a legal action, counterclaim, or summary proceeding against Tenants based upon such violation or default, Tenants shall be liable to Landlord for the costs and expenses incurred in enforcing this Lease, including reasonable attorney fees and costs.

NOISE: Tenant shall not cause or allow any unreasonably loud noise or activity in the Premises that might disturb the rights, comforts and conveniences of other persons. No lounging or visiting will be allowed in the common areas.

WATER LEAKS: Tenant is to notify the Landlord immediately if Tenant notices any running water in the faucets in the kitchen, bathroom sinks, bathtub or any other faucets. If the toilet is running and does not shut off properly, Tenant is to notify Landlord immediately. If Tenant does not notify Landlord of any water leaks and it is determined that the water bill is in excess because of this leak, Tenant will be responsible financially for paying the difference in the water bill.

MILITARY STATUS: Tenant represents they in the active military service or dependent upon anyone in the military.

Waiver of Jury Trial or Counterclaim: The parties hereto waive trial by jury in all matters except for personal injury or property damage claims. In a summary proceeding for eviction, Tenant waives Tenant's right to any set-off and/or counterclaim.

Terraces and Balconies: Tenant shall keep the terrace or balcony clean, clear of snow, ice, garbage and other debris. No alteration or additions may be made to the terrace or balcony. Tenant's property may not be stored on the terrace or balcony. Cooking on the terrace or balcony is prohibited. Tenant shall maintain the terrace or balcony in good condition and make all repairs at Tenant's cost, except those of a structural nature which is the responsibility of Landlord.

Landlord's Rules: Tenant shall comply with these rules (the "Rules") at all times. If there is a change in the rules, Landlord will give Tenant notice of same. Landlord shall not be liable to Tenant for another Tenant's violation of the Rules. The rights afforded under the following Rules are for the sole benefit of Landlord:

- (a) the quiet enjoyment of other tenants shall not be interfered with;
- (b) sounds, odors and lights which are annoying to other tenants are not allowed;
- (c) floors within the Unit must be covered over 70% of the area of each room except for the bathroom and kitchen;
- (d) all posted rules must be followed;
- (e) smoking is not permitted in the Unit or hallways;
- (f) All flammable or dangerous items may not be kept or stored in the Unit;
- (g) no one is allowed access to or the enjoyment of the roof;
- (h) nothing shall be placed on or attached to the fire escapes, windows, doors or in the hallways or common areas;



- (i) elevators, are to be used by tenants and their guests only. Tenants and their guests are not to leave any garbage, trash and/or debris in the elevators;
- (j) moving of furniture in and out of the Unit must be scheduled with the Landlord;
- (k) all deliveries must be made by means of the service entrance, if any;
- (l) laundry machines may be used at tenants' risk and cost. Landlord reserves the right to remove the laundry machines;
- (m) tenant may not leave any items in hallways;
- (n) tenant shall use its best efforts to conserve energy and water
- (o) hot plates or means of cooking other than the stove are not permitted.

IN WITNESS THEREOF, the Parties have caused this Lease to be executed on the day and year first above written.

KELLY & CALLY ASSOCIATES LLC, LANDLORD

BY:

TENANTS:

