



LEASE AGREEMENT

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

LANDLORD:
Blueberry Hill Associates, L.P.
3240 Chili Avenue
Rochester, NY 14624-5438

TENANT:

Address:

Apartment type:

Lease Date: _____ Term 1 Year = 360 Days _____ Yearly Rent \$ _____
_____ 20 _____ beginning _____ Monthly Rent \$ _____
_____ ending _____ Security/Key \$ _____
Added Rent (Pet) Amount \$ _____

Tenant is responsible for gas and electric, heat and air conditioning, as well as hot water.

1. Rent, added rent

Resident agrees to pay as rent for the premises the sum of _____ dollars (\$ _____) for the entire lease terms, all of which will be owing at the time of the execution of the lease; for the convenience of the Resident only, rent may be paid by Resident in equal monthly installments of _____ dollars (\$ _____). The rent payment for each month must be paid on the first day of that month at Landlord's 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 this Lease. Rental payments may be made in the form of check and/or money order. Cash will not be accepted after the first month's rent. If the Landlord elects to accept the cash a handling fee to Ten dollars will be charged. If said rent is not paid on or before the fifth day of each month Tenant agrees to pay an additional charge of Thirty Five Dollars (\$35.00) for the extra work entailed by reason of the delayed payment, and in addition, Tenant agrees to pay such reasonable expenses, collection costs and legal fees as the Landlord may incur for collection of said added rent. Tenant may be required to pay other charges to Landlord under the terms of this Lease. Resident further agrees that if a rental payment is made by check and the check is dishonored and returned to Lessor, Resident shall reimburse Lessor the sum of Fifty Dollars (\$50.00) for bookkeeping expenses incurred by Lessor and shall pay the full amount of the dishonored check. Lessor, as its option, may regard a dishonored check as non-payment and may pursue all remedies available to Lessor. They are to be called "added rent". This added rent is payable as rent together with the next monthly rent due. If tenant fails to pay the added rent on time, Landlord shall have the same rights against the Tenant as if the Tenant failed to pay rent. Payment of rent in monthly installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable. In no case shall Lessor's election to accept late monthly rental installment or late charge when due.

In the event that this Lease shall be executed and possession of the premises granted to the Resident on any date prior to the first day of the term of the Lease. Rent shall be paid for said period in an amount equal to one-thirtieth (1/30) of a monthly installment of rent during the lease term multiplied by the number of days to the first day of the next month. All provisions, terms and conditions of this lease shall apply during said period in the same manner, as though the term of this Lease was extended to include this period.

Upon thirty (30) days prior written by Lessor to Resident, the remaining monthly installments of rent provided for herein for the entire balance of term may be increased by Lessor, thereby increasing the total amount of rent for the entire lease term. Lessor agrees not to exercise this right to increase the remaining monthly installments of rent unless an increase in real estate taxes. Insurance or utility costs are incurred by Lessor. Should Lessor find it necessary to exercise this right, because of an increase in the aforementioned costs, the increase in the monthly rental installments shall not exceed 10% of the monthly rental installments as stated herein.

2. Failure to give possession

Landlord shall not be liable for failure to give Tenant possession of the Apartment 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 notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Security Clause

The Tenant has this day deposited with the Landlord the sum of \$ _____ as a Security Payment for the full and faithful performance by the Tenant of all the terms, covenants and conditions of the lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions of Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all Liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

RESIDENT AGREES AND UNDERSTANDS THAT SUCH SECURITY DEPOSIT IS NOT TO BE CONSIDERED A RENTAL PAYMENT. The entire security deposit shall be returned to resident within thirty (30) days after the satisfactory termination of this lease, that is, if all keys are returned to Lessor's managing agent, and if the premises are found, upon inspection, to be in clean condition with no damage ordinary wear and tear excepted. In the event of any Tenant damages or unpaid rent by Resident, Lessor may apply such sum or any part there of to any of said damages or unpaid rent due and then may reimburse Resident with the difference.

4. Number of Tenants

The demised premises shall be used and occupied by the Tenant and the members of the immediate family of the Tenant only, as a strictly private dwelling apartment and for no other purpose. Said premises shall be occupied by no more than people. If this provision is violated, Landlord shall have the option of terminating this lease on thirty (30) days' notice.

Residents covenant and agree that, when an additional child is born to the Residents during tenancy on the following persons will occupy the premises during the term:

NAME: _____ AGE: _____ RELATIONSHIP: _____

NAME: _____ AGE: _____ RELATIONSHIP: _____

NAME: _____ AGE: _____ RELATIONSHIP: _____

NAME: _____ AGE: _____ RELATIONSHIP: _____

USE AND OCCUPANCY. Resident agrees not to use the premises for any unlawful purpose, or in any manner which will tend to injure the reputation of the premises or tenants thereon RESIDENT SHALL NOT MAKE OR PERMIT ANY DISTURBING NOISES OR ODORS NOR SHALL RESIDENT INTERFERE WITH THE RIGHTS AND QUIET ENJOYMENT COMFORTS OF OTHER TENANTS.

5. Assignment, Sub-Let, Mortgage of Lease, Etc.

The Tenant and the Tenant's heirs, executors, administrators, legal representatives, successors and assigns, shall not assign, mortgage, pledge or encumber this lease, nor sublet, or use or permit others to use the apartment or any part thereof without obtaining the prior written consent of the Landlord in each case. Such consent may be granted upon such terms or conditions as the Landlord may impose and shall in no way operate to waive this covenant as to subsequent assignees or to dispute with the necessity for specific prior consent to each and any assignment. If this lease shall be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody, other than Tenant, Landlord may collect rent from assignee, subtenant or occupant and apply the net amount collected to the rent herein received, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this Covenant, or the acceptance of the assignee, sub-tenant or tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Tenant shall not advertise the apartment for sub-rental or re-rental without the written consent of Landlord and shall not use the name of the Landlord or any part thereof in any advertising and upon violation Landlord may refuse to consent to sub-leasing and shall have the right to retain the security deposit as liquidated damages. Landlord shall have the optional alternative of requiring a release fee in an amount equal to three (3) months rent and terminating the lease instead of permitting the sub-letting or re-renting as set forth above.

6. Subordination

This lease is and shall be subject and subordinate to the lien of any mortgage or mortgages which may now or hereafter affect the real property of which the demised premises are a part and to all renewals and extensions thereof. The Tenant shall on demand execute any instrument the Landlord may request in confirmation of such subordination and the Landlord is hereby authorized as the attorney in fact of the Tenant to execute any such instrument for and on behalf of the Tenant.

7. Condemnation

If the building or any part thereof shall be condemned for any public use or purpose, this lease shall terminate from the date when the possession of the part so taken shall be required for such purpose, and the Tenant shall not be entitled to any part of the award; however, the rent shall be apportioned accordingly.

8. Maintenance, Repairs, Alterations

The Tenant shall take good care of the apartment and fixtures therein and shall at the Tenant's own cost and expense make, when needed, all repairs and decorations therein and thereto, whenever damage or injury to the same shall have resulted from misuse or neglect by the Tenant, Tenant's family, servants, employees, agents, visitors or licensees. The Tenant shall not drill into, drive nails, or deface in any matter any part of the building or permit the same to be done. All alterations or improvements made by the Tenant shall be made only with the prior written consent of the Landlord and at the sole expense of the Tenant and shall become the property of the Landlord and be surrendered with the apartment at the end of the term. There shall be no allowance to Tenant for a diminution of rental value, and no liability on the part of Landlord by reason of inconvenience, or annoyance arising from the making of any repairs, alterations, additions or improvements in or to any portion of the building or demised premises, or in or to fixtures, appurtenances or equipment, and no liability upon Landlord for Failure to make any repairs, alterations, additions, or improvements in or to any portion of the building or demised premises, or in or to fixtures, appurtenances or equipment. Should a Tenant encounter pests within apartment unit, said-Tenant shall

contact landlord, who will send a representative of the agent to investigate the situation. Upon confirmation of a pest/rodent problem, the agent will provide exterminator services to the unit at no additional cost to the Tenant. Only on the occasion that the Tenant was solely responsible for said problem will the landlord ever look for restitution from the Tenant.

9. Rules and Regulations

The Tenant has read the Rules and Regulations hereto sub-joined and made a part hereof, and hereby agrees to abide by and conform to the same and to such further reasonable Rules and Regulations as the Landlord may from time to time make or adopt for the care, protection and government of the building, and the general comfort and welfare of its occupants. The Landlord shall not be liable to the Tenant for the violation of any of said Rules and Regulations, or the breach of any covenants in any lease by any other tenant in the building.

10. Requirements of Law and Government

The Tenant shall promptly comply with any and all laws, ordinances, orders and regulations of any and all municipal, county, state and federal authorities, boards, commissions and other governmental agencies with respect to the demised premises or the use or occupation thereof, and shall not do or permit to be done, any act or thing upon said premises which might subject the Landlord to any liability or responsibility for injury to any person or persons or to any property by reason of any business or operation being conducted on said premises.

11. Fire Underwriter Requirements

The Tenant shall comply with all rules, regulations, orders or requirements of the New York Board of Fire Underwriters or any other similar body and shall not do or permit anything to be done in or upon the demised premises which shall increase the rate of fire insurance on the building of which the said premises form a part or on the property located therein. If by reason of the use of the premises by the Tenant the rates of insurance against loss by fire are increased, the Tenant agrees to pay as additional rent any excess premiums caused thereby, such additional rent to become due immediately upon effecting the insurance by the Landlord and payable with the next succeeding installment of rent.

12. Damage, Destruction, Fire or Other Cause

If the building shall be damaged by fire or other cause without fault or neglect of the Tenant, Tenant's family, servants, employees, agents, visitors or licensees, the damages shall be repaired as soon as reasonably convenient by and at the expense of the Landlord, and no claim for compensation shall be made by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building. But if the building be so damaged that the Landlord shall decide not to rebuild the same, or if the building be so damaged that the Landlord shall decide to demolish or rebuild it, then or in any such events the Landlord may at the Landlord's option, give the Tenant a notice in writing of such decision, and the terms of this lease shall expire upon the third day after such notice is given and the Tenant shall vacate and surrender the apartment to the Landlord.

13. Property Loss, Damage, Etc

Landlord or Landlord's agents shall not be liable for any damage to property entrusted to employees of the building, nor for the loss of any property by theft or otherwise. Landlord or Landlord's agents shall not be liable for any injury or damage to persons or property resulting from falling plaster, steam, gas, electricity, water, rain or snow which may leak from any part of said building or from the pipes, appliances or plumbing works of the same, or from the street or sub-surface or from any other place or by dampness or any other cause whatsoever, unless caused by or due to negligence of the Landlord, Landlord's agents, servants or employees; nor shall Landlord or Landlord's agents be liable for any such damage caused by other tenants or persons in said building. Landlord or Landlord's agents shall not be liable for the presence of bugs, vermin or insects, if any, in the premises, nor shall their presence effect this lease. If Landlord shall furnish to Tenant any storeroom, use of laundry or any other facility outside of the demised premises, the same shall be furnished gratuitously, and such storeroom shall be used by Tenant for the storage of trunks, bags, suitcases and packing cases only, all of which shall be empty, and the use of any such laundry, storeroom or other facility shall be at risk of the person using the same and Landlord or Landlord's agents shall not be liable for any injury to person or loss by theft or otherwise or damage to property, whether due to negligence of Landlord or Landlord's agents or otherwise. Tenant shall reimburse Landlord as additional rent for all expenses, damages or fines incurred or suffered by Landlord by reason of any breach, violation or non-performance by Tenant, or Tenant's family, servants, employees, agents, visitors or licensees of any covenant or provision of this lease or by reason of damage to persons or property caused by moving property in and/or out of the building or by the installation or removal of furniture or other property of or for Tenant, or by reason of or arising out of the occupancy or use by Tenant of demised premises or of the building of which demised premises form a part, or any part hereof, or from any other cause due to carelessness, negligence or improper conduct of the Tenant or the Tenant's family, servants, employees, agents, visitors or licensees. Tenant shall give immediate notice to Landlord in case of fire or accidents to or defects in any fixtures or equipment or equipment of the building.

14. Services

As long as Tenant is not in default under any of the provisions of this lease Landlord covenants to furnish, insofar as the existing facilities provide, the following services: (a) Hot and cold water in reasonable quantities at all times; (b) Heat at reasonable hours during the cold seasons of the year, except where tenants premises are heated by electrical current, then heat is furnished by the tenant. Tenant shall furnish at tenant's expense all electrical current used in the tenant's apartment. Interruptions or curtailments of any such services shall not constitute a constructive or partial eviction nor, unless caused by gross negligence of Landlord, entitle Tenant to any compensation or abatement of rent. Mechanical refrigeration equipment, if provided is for the accommodation of Tenant, and Landlord shall not be responsible for any failure of refrigeration equipment or for leakage or damage caused by or as the result of such mechanical refrigeration or failure thereof for any reason whatsoever. Tenant shall make no alterations or additions to the electric equipment and/or appliances without the prior written consent of Landlord in each instance. It is expressly understood and agreed that any covenants on Landlord's part to furnish any service pursuant to any of the terms or provisions of this lease, or to perform any act or thing for the benefit of Tenant shall not be deemed breached if Landlord is unable to perform the same by virtue of a strike or labor trouble or any other cause whatsoever beyond Landlord's control.

15. Window Cleaning and Covering

Tenant is to keep windows of their apartment clean. **All drapes to have white lining.**

16. Access to Premises

The Landlord shall be permitted to enter the apartment during reasonable hours to make such repairs, decorations, improvements, alterations or additions as the Landlord may consider necessary or desirable, and to inspect or exhibit the apartment to prospective lessees or purchasers of the building. For a period of two months prior to the end of the term, the Landlord shall have the right during reasonable hours to exhibit the apartment to prospective tenants. In the event that the Tenant shall have removed all or substantially all of the Tenant's property during the last month of the term, the Landlord may thereupon enter and redecorate the apartment without in any manner affecting the covenants and obligations herein contained. If the Tenant shall not be personally present to open and permit an entry into the apartment, at any time, when for any reason an entry therein shall be in the judgment of the Landlord or the Landlord's agents necessary or permissible hereunder, the Landlord or the Landlord's agents may enter same by pass key or may forcibly enter the same without incurring any liability or responsibility whatsoever for such entry or for the care of the apartment or the property of the tenant therein.

17. Bankruptcy Assignment

If the Tenant shall assign, let or sub-let the premises or any portion thereof without Landlord's consent, or if the Tenant shall be adjudicated a bankrupt or shall transfer his property to a trustee for the benefit of creditors or shall make an assignment for the benefit of creditors, the Landlord may, if it so elects, terminate this lease by giving the Tenant three days notice that the Landlord has elected to terminate this lease and this lease shall become null and void and Tenant may be dispossessed as a tenant holding over beyond the expiration of his tenancy. It is stipulated and agreed that in the event of the termination of this lease under this paragraph, the Landlord shall be entitled to recover from the Tenant and/or the Tenant's assignee or trustee, as and for liquidated damages, an amount equal to the difference between the rent reserved hereof for the unexpired term and the rental value of the demised premises.

18. Default

Upon default in the payment of any installment of rent or upon default in performance of, or upon the breach of, any covenant, term or condition of this lease on the Tenant's part to be observed or performed; or if the apartment shall be desired or vacated, of which fact the Landlord's judgment shall be final; or if the apartment is occupied otherwise than by the Tenant and the Tenant's family as a strictly private dwelling apartment; or if the Landlord or the Landlord's agents or assigns shall deem objectionable or improper any conduct on the part of the Tenant or the occupants of the apartment, or shall deem the Tenant, or the Tenant's family, visitors or licensees objectionable, and the Landlord has given to the Tenant three days notice of the Landlord's intention to terminate this lease or if the Tenant shall file a voluntary petition in bankruptcy, or be by any Court adjudicated insolvent or a bankrupt, or placed in liquidation; or if a temporary or permanent receiver or trustee of the Tenant's property be appointed by any Court; or if the Tenant shall make a general assignment; or any execution or attachment shall be issued against the Tenant or any of the Tenant's property, whereupon the apartment within 15 days after the commencement of the term of this lease, of which fact the Landlord's judgment shall be final; then and in any such events, the Landlord may, without notice, re-enter the apartment, and remove their effects and have, hold, repossess and enjoy the apartment, and the Tenant hereby waives the service of notice of intention to re-enter or of the institution of legal proceedings for that purpose; and/or the Landlord may at his option upon 3 days notice in writing terminate this lease and this lease and the term thereof shall automatically cease and terminate at the expiration of the said three days and the Tenant shall vacate the apartment and surrender the same to the Landlord.

19. Remedies of Landlord

In the event of such default, re-entry and/or expiration, the rent shall become due thereupon and be paid up to the time of such re-entry and/or expiration, together with such expenses as the Landlord may incur for legal disbursements, attorney fees, brokerage and for putting the apartment in good order or for preparing same for re-rental; the Landlord may re-let the apartment, either in the name of the Landlord or otherwise for the balance of the term or for a longer period of time; and/or the Tenant or the Tenant's representatives shall also remain liable for and pay to the Landlord as liquidated damages for the Tenant's failure to observe and perform said Tenant's covenants herein contained, the equivalent of the amount of all the rent hereby covenanted to be paid, less the avails of re-letting, if any, collected by the Landlord during the period which would have constituted the balance of the term of this lease; such liquidated damages shall be paid by the Tenant in monthly installments, upon statements rendered by the Landlord, and any suit brought to collect such damages shall not prejudice in any way the Landlord's rights to collect or bring suit for such damages as may be payable for any subsequent month. In case of a breach or threatened breach by the Tenant of any of the covenants hereof the Landlord shall have the right of injunction, and the right to any remedy at law or in equity, as if no provision was made herein for re-entry, summary proceedings, and other remedies and the mention herein of any particular remedy shall not preclude the Landlord from any other remedy at law or in equity. The Tenant hereby waives any and all rights of redemption granted by any present or future laws in the event of the Tenant being evicted or dispossessed for any cause or of the Landlord obtaining the premises by reason of a default by the Tenant of any of the covenants of this lease; the Tenant hereby waives the right to have any issue arising out of or under the covenants and conditions of this lease tried by a jury.

20. Fees and Expenses Upon Tenant's Default

If Tenant shall default in the performance of any covenant on Tenant's part to be performed by virtue of any provision in any article in this lease contained, Landlord may immediately or at any time thereafter, without notice, perform the same for the account of Tenant. If Landlord at any time is compelled to pay or elects to pay any sum of money, or do any act which will require the payment of any sum of money, by reason of the failure of Tenant to comply with any provision hereof, or, if Landlord is compelled to incur any expense including reasonable attorney's fees in instituting, prosecuting and/or defending any action or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord with all interest costs and damages, shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurring of such respective expenses.

21. No Representations by Landlord

No representations or promises with respect to the apartment have been made by the Landlord or the Landlord's agents other than those contained herein. The assumption of occupancy by the Tenant shall be conclusive evidence that the apartment and the building of which it is a part were in good and satisfactory condition at such time.

22. Failure to Give Possession

If the Landlord is unable to give possession of the demised premises on the date of the commencement of the term hereof by reason of the holding over of any tenant or tenants or for any other reason; or if repairs, improvements, or decorations of the demised premises are not completed, no abatement or diminution of the rent to be paid hereunder shall be allowed to Tenant under such circumstances. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises than the demised premises prior to the date specified as the commencement of the term of this lease. Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease. In either case rent shall commence on the date specified in this lease or occupancy whichever occurs first. In any event, if the tenant ever becomes an occupant of an apartment other than the one specified in this lease and all its terms shall apply to the said apartment with the same force and effect as though said apartment was specified in this lease except the rental to be paid shall be the landlords list rent for the occupied apartment. In any event, the landlord retains the optional right to compel the tenant to move from the occupied apartment to the apartment specified in this lease.

23. No Waiver

The failure of the Landlord to insist in any one or more instances upon a strict performance of any of the covenants, conditions or options in this lease, or to exercise any of the options herein conferred, shall not be construed as a waiver or relinquishment for the future of any of such covenants, conditions or options, but the same shall continue to remain in full force and effect. No provision of this lease shall be waived, modified or altered, unless it be in writing duly executed by the Landlord; the receipt by the Landlord of rent with knowledge of a breach of any covenant of this lease, or the failure of the Landlord to enforce any of the Rules and Regulations herein, or hereafter adopted against the Tenant and/or any other tenant of the building shall not be deemed a waiver of any of the covenants herein and/or any of the said Rules and Regulations, such waiver or redress shall not prevent any subsequent act from having the same force and effect as an original violation. In the event the Tenant shall at any time desire the Landlord to sublet the apartment for the Tenant's account, the Landlord having given written consent, the Landlord or the Landlord's agents may accept the Tenant's keys for that purpose without affecting the Tenant's obligations under this lease, and the Landlord shall be exempt of all liability for loss of any of the Tenant's property or the occurrence of any other event in connection therewith. In no event shall the delivery of keys to any employee of the Landlord or of the Landlord's agents operate as a surrender of the apartment.

24. End of Term

Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Landlord the demised premises, broom clean in good order and condition, ordinary wear excepted. Tenant shall remove all property of Tenant as directed by Landlord. If the last day of the term of this lease or any renewal thereof falls on Sunday, this lease shall expire on the business day immediately preceding. Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

25. Responsibility of Children

Parents will be responsible for all damage, disturbance or other improper activity or conduct by their children, regardless of age, and Landlord shall be sole judge in determining the identity of the children involved in any incident and shall have the same rights and remedies as if the acts were committed by the parents themselves.

26. Enjoyment of Premises

The Landlord hereby covenants that the Tenant, upon payment of the rent as herein reserved and upon performance of all the covenants and conditions herein contained, shall and may peaceably and quietly have, hold and enjoy the demised premises.

27. Notice

All notices by the Tenant herein provided for shall be in writing and sent by registered mail to the Landlord at its office. Any notice by the Landlord shall be deemed sufficiently given or rendered if in writing, delivered to the Tenant personally or sent by registered mail, addressed to the Tenant at the building in which the demised premises are a part; or if left at said premises to Tenant, and the time of the rendition of such notice shall be determined to be the time when the same is delivered to the Tenant, mailed or left at the premises as herein provided.

28. Estates and Successors

The covenants, conditions and agreements contained in this lease shall bind and incur to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this lease, their assigns.

29. Apartment Under Construction

If this lease relates to living quarters in an apartment building now under construction, or to be constructed, the Tenant represents that he is ready to occupy the leased space when Landlord gives Tenant notice that space is ready for occupancy. Tenant agrees to accept premises and pay rent upon receipt of such notice. Landlord shall not be responsible for any delay. If date that premises become available for occupancy is other than the first day of the month, rent is to be paid pro-rated for the unexpired portion of the month.

30. Application Part of Lease

Tenant's application for apartment is hereby made a part of this lease as though herein set forth at length. It is understood and agreed that, in the event of the Tenants, or any of them, shall therein make any representation, the Landlord may, at any time during the term of this lease, or renewal thereof, in addition to all other remedies it may have in law or in equity, give the Tenant not less than five (5) days' notice of termination of the term of this lease, or renewal thereof, and thereupon on the date specified in said notice, the term of this lease shall expire as fully and completely as if that day were the day fixed for the expiration of the term, and the Tenant shall then quit and surrender the demised premises to the Landlord but the Tenant shall remain liable as in paragraph '18' provided.

31. Adjustment

In the event of increases in utility charges or levies, including but not limited to gas, electric, water and pure water and Realty taxes or charges or levies against the land and buildings of which the leased premises are a part, the Tenant agrees that the rent set forth therein shall be increased by the same percentage as the percentage of said utility charges, taxes, charges or levies.

32. Joint and Several Liability

If there is more than one tenant, the obligations of the tenants shall be joined and several.

33. Bills and Notices

Except as otherwise in this lease provided, a bill, statement, notice or communication which Landlord may desire or be required to give to Tenant, including any notice of expiration shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by mail addressed to Tenant at the building of which the demised premises are a part or left at said premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed or left at the premises as herein provided. Any notice by Tenant to Landlord must be served by registered mail addressed to Landlord at the address where the last previous rental hereunder was paid.

34. Waiver of Trial by Jury

It is mutually agreed by and between the Landlord and Tenant that the respective parties shall and they hereby do waiver trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises and/or any claim of injury or damage.

35. Key Deposit

The Tenant has deposited with the Landlord the sum of \$5.00, the receipt of which is hereby acknowledged, as deposit for keys. Only original keys or keys made by the Landlord will be accepted for return, for which deposit, Tenant shall not be entitled to any interest. The Landlord shall have the right to retain security deposits until the keys are returned or replaced.

36. Recreation and Social Facilities and Areas

Landlord expressly reserves the right, exclusively and at its own discretion, to create and furnish recreation and social areas and facilities and to enlarge, diminish or eliminate the same and to make reasonable charges and regulations with respect thereto, it being expressly understood by the tenant that tenant will abide thereby, and there shall be no claim or complaint by the Tenant regardless of the action or lack thereof taken in that respect by the Landlord.

37. Surrendering or Vacating

The Tenant agrees to vacate and surrender possession of the apartment at least five (5) days prior to the expiration of termination of the lease or any renewal thereof, whatever the reason may be, and if tenant does not comply with this provision, landlord may retain the security deposit as liquidated damages and also may take physical possession of premises or take such legal action as it is authorized in this lease or it shall see fit, none of these measures excluding any of the others.

38. Headings

The headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this lease, nor in any way affect this lease.

39. Utility Deregulation

A. Landlord has advised Tenant that presently Rochester Gas and Electric Company ("Electric Service Provider") is the utility company selected by Landlord to provide electricity service for Blueberry Hill. Notwithstanding the foregoing, if permitted by Law, Landlord shall have the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies providing electricity service (each such company shall hereinafter be referred to as an "Alternate Service Provider") or continue to contract for service from the Electric Service Provider.

B. Tenant shall cooperate with Landlord, the Electric Service Provider, and any Alternate Service Provider, and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, Electric Service Provider, and any Alternate Service Provider reasonable access to Blueberry Hill electric lines, feeders, risers, wiring, and any other machinery within the Premises.

C. Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Premises, or if the quantity or character of the electric energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under the Lease.

40. Carpet Cleaning

A. Vacuuming carpet required. Resident shall vacuum the carpet in the apartment or otherwise arrange to have the carpet vacuumed on a regular basis. Merely sweeping the carpet is not sufficient. Stains or spills on the carpet must be addressed immediately.

B. Resident shall have the carpet cleaned before the move-out inspection. Resident shall have the carpets professionally cleaned by **Jet Dry, Inc.** Resident shall show proof that the carpet was cleaned by Jet Dry. If resident fails to comply to the above, resident shall be charged for carpet cleaning.

C. Resident is responsible for damage. Ground-in dirt resulting from Resident's violation of the foregoing shall be considered damage beyond ordinary wear and tear, and resident shall be responsible for such damage, which may include the replacement of the carpet throughout the entire apartment.

41. Cleaning Range

A. Resident shall keep the range in their apartment clean. Damages caused by the resident's failure to follow these instructions shall not be considered ordinary wear and tear. Residents shall do the following:

1. Burners and Top of Range

- a. Clean top burner pans and the top of the range with a glass or tile cleaner each time the burners are used to eliminate grease buildup and prevent damage to the finish of the range due to the acid in foods.
- b. If burner pans and the top of range becomes spotted with burned-on-grease or food, use a scouring pad to remove all burned-on residue.
- c. Residents shall replace all drip pans on range before move-out inspection.

2. Oven

- a. Regularly clean the oven with a glass or tile cleaner to eliminate burned-on food.
- b. Use a good oven cleaner according to product instructions at least every six months. (**Option for self-cleaning ovens:** For self-cleaning ovens, clean oven every six months according to instructions in the oven's operating manual.)
- c. Never use sharp instrument to clean the oven.

3. Range Hood

- a. Clean the vent filters over the range every six months in hot, soapy water.
- b. Clean the range hood itself with a glass or tile cleaner to keep the outside free of grease and soil.

42. Additional Phone Lines and Cable Lines

A. No installing additional phone/cable outlets by resident. Resident shall not install any additional phone/cable outlets or wiring anywhere in the apartment except in accordance with the requirements set forth in subparagraphs (b) and (c) below.

B. Owner's consent required for additional outlets. If resident requires additional phone/cable outlets or wiring, resident shall obtain written consent by owner, which shall be conditioned on Residents using a professional technician approved by owner to install the extra outlet or wiring.

C. Resident must pay for installation and damage. Resident shall pay the installation charge for all additional outlets and wiring and shall be responsible for all damages to the apartment or community caused by improper installation of outlets and wiring.

D. Additional outlets and wiring cannot be removed from the apartment once it has been installed. Once it has been installed it will become part of the premises.

43. Pet Policy

A. No pets are allowed, even temporarily, anywhere in the apartment or apartment community. (**Optional:** unless management has consented to the pet and the Resident has signed the pet agreement and made a pet deposit.) Residents shall advise guests of this policy so they can make other arrangements prior to their visit (**optional:** or secure approval for their pets from management.)

B. No strays. Residents shall not keep or feed stray animals in their apartment or on the grounds of the community. For your own safety and that of others, Residents must notify management immediately if they notice any stray animals on the grounds. We love animals, but strays can be dangerous.

C. Cleaning charges. If a pet has been in a Resident's apartment, even temporarily (with or without consent), Resident must be charged for de-fleaing, deodorizing and carpet cleaning by Jet Dry, Inc.

44. Smoking

A. Smoking is permitted in apartments only. Residents may **NOT** smoke in common areas such as the hallways, entrance ways, and in front of the buildings. Resident understands and agrees that any damage caused by or related to cigarette, pipe, or cigar smoking or any tobacco product shall not constitute ordinary wear and tear. Owner may deduct from Resident's security deposit for all the damages and/or costs for the cleaning or repairing of any damage caused by or related to any tobacco product, including, but not limited to: deodorizing the apartment, sealing and painting the walls and ceiling, and repairing or replacing the carpet and/or pads.

45. Security Deposit In Trust

In compliance with the General Obligations Law, Section 7-103 security deposits are being held in trust at located at _____ Under said law interest on said security deposit shall be paid at prevailing account rate less 1% for administrative handling charges. Security deposits and interest shall be forfeited upon any breach of provisions contained in this lease.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this lease in duplicate the day and year first above written. Signed, sealed and delivered in the presence of

Resident

Date

Resident

Date

Landlord

Date

GUARANTY OF PAYMENT

Date of Guaranty _____ 20 _____.

Guarantor and address _____
_____.

1. Reason for Guaranty.

I know that the Landlord would not rent the apartment to the Tenants unless I guarantee Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have substantial interest in making sure that the Landlord rents the Premises to the Tenant.

2. Guaranty.

The following is my Guaranty:

I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any conditions. It includes, but is not limited to, the payment of rent and other money charges.

In addition, I agree to these other terms.

3. Changes in Lease Have No Effect.

This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.

4. Waiver of Notice.

I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.

5. Performance.

If the tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.

6. Waiver of Jury Trial.

I give up my right to trial by jury in any claim related to the Lease or this Guaranty.

7. Changes.

This Guaranty can be changed by written agreement signed by all parties to the Lease and this Guaranty.

Signatures

WITNESS: _____

GUARANTOR:

RULES AND REGULATIONS

1. *Tenants, or their servants shall not make or permit any unseemly or disturbing noises, or interfere in any way with other Tenants, or those visiting them; nor throw anything out the windows or doors, or down the passages or skylights of the building; nor mark or defile the water closets, or the walls, windows and doors of the building.*
2. *Supplies, goods and packages of every kind are to be delivered at the entrance provided therefore, to the Tenants, and the Landlord is not responsible for the loss or damage of any such property, notwithstanding such loss or damage may occur through the carelessness or negligence of the employees of the building.*
3. *All garbage and refuse must be disposed of in such manner and at such times as the management may direct and in compliance with the County of Monroe recycling law. Tenant agrees to recycle refuse in compliance with this law.*
4. *Nothing shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, or placed upon the windows sills or placed upon the lawn. Neither shall any table cloths, clothing, curtains, rugs or mops be shaken or hung from the windows or doors. The fire escapes shall not be obstructed in any manner. This applies particularly to, but is not limited to such items as boots, rubbers, toys, milk, boxes, etc.*
5. *No Tenant shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with rights, comforts or convenience of other Tenants. No Tenant shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph or radio in the demised premises between the hours of eleven o'clock P.M. and the following eight o'clock A.M. if the same shall disturb or annoy other occupants of the building. No Tenant shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction.*
6. *No radio or television installation shall be made without the prior written consent of the Landlord. No aerial shall be erected on the roof or exterior walls of the building or elsewhere on the property.*
7. *No animals of any kind shall be kept in the demised premises, unless landlord consents thereto in writing and landlord may impose any conditions and regulations it sees fit.*
8. *Washing machines, dryers, dishwashers, air conditioners, and any other major appliances may not be installed or operated in any location of the apartment, without written consent by the Landlord.*
9. *Children shall not play in or cause damage to public halls, stairways, basements, laundry rooms, garages, and lawns, and any damage to said areas, shall be the responsibility of the tenant.*
10. *Automobiles, delivery trucks, moving vans, and any other type of motor driven vehicles, are not allowed on the lawn or courts of the building. Any damage resulting from violation of this regulation, either by the tenant or because of the tenant, will be the responsibility and liability of the tenant.*
11. *No baby carriages, velocipedes, or bicycles shall be allowed to stand in the halls, passageways, areas or courts of the building.*
12. *The laundry and drying apparatus and any other facility supplied for the tenants in common, are supplied for the convenience of the tenant, and shall be used in such manner, and charge at such times as the management may direct.*
13. *No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside or inside of the demised premises or building.*
14. *No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the demised premises, without the prior written consent of the Landlord.*
15. *The sidewalks, entrances, vestibules, passages, courts, stairways, corridors and halls must not be obstructed by any of the Tenants or used by them for any purpose other than ingress and egress to and from their respective apartments.*
16. *The Landlord may retain a pass key to all the premises. No Tenant shall alter any lock or install a new lock or a knocker on any door of the apartment without the written consent of the Landlord, or the Landlord's agent. In case such consent is given the Tenant shall provide the Landlord with an additional key for the use of the Landlord.*
17. *Tenants shall not send servants or employees of the Landlord out of the building at any time for any purpose.*
18. *No nails or screws or other thing shall be driven into or fastened upon the walls, floors, window casings or woodwork of the building; nor shall the woodwork, ceilings, walls or floors be cut, stained or defaced in any way. Nothing shall be set outside of any window, exterior or interior, nor upon any fire escape.*
19. *The water closets, toilet rooms, and other water apparatus of said building, shall not be used for any other purpose than strictly for those for which they were constructed, and no sweepings, rubbish, acids, or other improper substances shall be thrown or placed therein; and if they or any of them be defaced or broken by any use other than that for which they were intended, the Landlord shall replace or repair the same and charge the cost thereof to the Tenant. Tenant shall give prompt notice of any leakage.*
20. *No Tenant shall allow anything whatsoever to fall from the windows or doors of the demised premises or shall sweep or throw from the demised premises any dirt or other substance into any of the corridors, halls or elsewhere in the building.*

21. *No Tenant shall bring or keep in said building petroleum, naphtha, benzene, kerosene or any other substance whatsoever which shall in any way increase the rate of fire insurance thereon, or on the property kept therein. No Tenant shall obstruct or interfere with the rights of any other Tenants or in any way injure or annoy them, or do or permit to be done anything which will conflict with the laws in regard to fires, or with the regulations of the Fire Department, or which shall in any way be contrary to the rules or ordinances of the Board of Health.*
22. *The sidewalks, stoops, areas, entries or vestibules, corridors or halls and stairways, shall not be encumbered or obstructed by the Tenants or other persons, or be used by any of them for any other purpose than for ingress to or egress from their respective premises. Such portions of the building remain in the exclusive control of the Landlord.*
23. *If Tenant desires telegraphic or telephonic communications the Landlord or his agent shall direct the electricians as to where and how the wires are to be introduced and without such directions no boring or cutting for wires shall be permitted.*
24. *Running exposed wires for electrical appliances or fixtures in violation of the Building Code is prohibited.*
25. *No noisy or disorderly conduct annoying or disturbing to the occupants of the building shall be permitted, in any part thereof, or shall any Tenant entertain therein any person of a bad or loose character or of improper or bad behavior. The premises hereby demised are to be quiet between eleven (11) P.M. and Eight (8) A.M.*
26. *The Landlord shall not be responsible for any article delivered to or left with any employee. The Landlord shall not be liable for any theft of the property of the Tenant from the premises hereby demised or building in which said premises are located.*
27. *Screens shall not be permitted to swing loosely in the window and any damage caused thereby shall be borne by the Tenant.*
28. *The Tenants, their family, friends or servants will obey the parking regulations posted at the private and public streets, roads, drives and parking lots and any other traffic regulations promulgated in the future for the safety, comfort and convenience of all the Tenants. Tenants will comply with all notices and regulations of Landlord with respect to parking.*
29. *No truck, trailer or boat is to be parked on any part of Lessor's premises and only automobiles are to be parked, and only at place or places designated by Landlord.*
30. *No Tenant shall be permitted to install or use their own washing machine and/or dryer. No Tenant shall be permitted to hang any clothes outside of the premises.*
31. *The rules and regulations set forth herein shall constitute covenants and conditions of the lease and a breach of any such rules and regulations shall constitute a default as fully as a default arising from the breach of any other covenants of this lease.*
32. *The marginal notes are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this lease nor in any way affect this lease.*
33. *There shall be no deliveries by dairies, dry cleaners or others to the premises except by dealers authorized by the landlord.*
34. *No waterbeds allowed in apartments!!*
35. *Moving furniture, fixtures or equipment must be scheduled with Landlord.*
36. *No vehicles of any kind shall be washed within the limits of any road, driveway or parking lot on the premises.*