

NAA
NATIONAL APARTMENT ASSOCIATION
We Lead the Way Home

This is a binding document. Read carefully before signing.

Moving In — General Information

- Marylou Poole, Sean Nugent, Thomas Poole

_____ (street address) in
 _____ **Cohoes** _____ (city), New York,
 _____ **12047** _____ (zip code) (the “Apartment”) for use as a private
 residence only. The terms “you” and “your” refer to all tenants listed
 above. The terms “we,” “us,” “our,” and “Landlord” refer to the owner
 listed above (or any of owner’s successors’ in interest or assigns)
 and not to property managers or anyone else. Written or electronic
 notice to or from our managers constitutes notice to or from us. If
 anyone else has guaranteed performance of this Lease, a separate
 Lease Guaranty for each guarantor is attached.

- Name of Occupant

Name of Occupant

Name of Occupant

Name of Occupant

Name of Occupant

Name of Occupant

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all tenants. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease in compliance with state agency rules or city ordinance. In no event shall Landlord be liable for interruption in any utility which is provided to the subject premises.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any tenant, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other tenants, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter’s insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are [check one] ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance

throughout your tenancy, including any renewal periods and/or lease extensions is a substantial breach of this Lease and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease or state law.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior tenant moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and “What If” Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed lease form.

If this Lease is for a Rent Stabilized apartment, we may increase the legal regulated rent during the term of this Lease pursuant to an order issued by the NYS Division of Housing and Community Renewal, pursuant to Section 2522.4 of the Rent Stabilization Code for a “Major Capital Improvement”.

See Additional Special Provisions

See any additional special provisions.

11. EARLY MOVE-OUT. You’ll be liable to us for a reletting charge of \$ _____ (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice as required in paragraph 46 (Move-Out Notice), or any other applicable law; or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease.

Not a Release. The reletting charge is not a Lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement tenant. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease or rules, improper use, or negligence or willful acts or omissions by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we’re not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants’ negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in wastewater lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you’re liable. Delay in demanding sums you owe is not a waiver. All said sums shall be considered additional rent.

13. PROPERTY LEFT IN APARTMENT. “Apartment” excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal After We Exercise Our Rights for Non-Payment of Rent or Abandonment. If your rent is delinquent or you have abandoned the Apartment, our representative may peacefully enter the Apartment and remove your property, subject to procedures required by applicable law. We’re not liable for casualty loss, damage or theft for property removed or stored under this section.

14. FAILING TO PAY FIRST MONTH’S RENT. We may end your right of occupancy and recover damages, future rent, reletting charges, reasonable attorney’s fees, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 (Early Move-Out) and 33 (Default by Tenant) apply under this paragraph.

15. RENT INCREASES AND LEASE CHANGES. No rent increases or Lease changes are allowed before the initial Lease term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules) or as otherwise permitted, or provided, under applicable law.

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous tenant’s holding over, we’re not responsible for the delay. The Lease will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease termination does not apply if delay is for cleaning or repairs that don’t prevent you from occupying the Apartment.

If there is a delay and we haven’t given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to you after the beginning of the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous tenant’s holding over, and that the apartment will be ready on a specific date—you may terminate the Lease within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to you before the beginning of the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the Apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after you receive such written notice, but not later. The readiness date is considered the commencement date of the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree. Additionally, the scheduled Lease expiration date shall not be changed unless we and you agree. This paragraph shall be deemed to be “an express provision to the contrary” as provided in “RPL” Section 223-a.

17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT. Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a

result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

18.DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You’re Living in the Apartment

19.COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease.

20.LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Unless permitted by law conducting any kind of business in your apartment or in the apartment community is prohibited. You are responsible for the actions and behavior of your guests and the violation of the rules and regulations by your guests is attributable to you and you will be considered in violation of the terms and conditions of this Lease. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants. You may not permit any window in the apartment to be cleaned from the outside in violation of Section 202 of the NYS Labor Law.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease or any apartment rules, or disturbing other tenants, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a tenant, occupant, or guest of a specific tenant in the community.

You agree to notify us if you or any occupants are convicted of any crime involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21.PROHIBITED CONDUCT. **A.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

B. You may not engage in a persistent and continuing course of conduct evidencing an unreasonable or unlawful use of the property to the annoyance, inconvenience, discomfort or damage of others, the primary purpose of which is intended to harass the owner or other tenants or occupants of the property or adjacent property by interfering substantially with their comfort or safety.

22.PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a tenant or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other tenant(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a tenant and is parked in a visitor or retail parking space.

23.A. RELEASE OF TENANT. Unless you’re entitled to terminate your tenancy under paragraphs 10, 16, 31, or 38, or pursuant to applicable law, you won’t be released from this Lease for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-tenants, loss of employment, bad health, or death.

B. EARLY TERMINATION BY SENIOR CITIZENS OR INDIVIDUALS WITH A DISABILITY OR VICTIMS OF DOMESTIC VIOLENCE. You may terminate this lease early if you are a senior citizen, an individual with a disability, or a victim of domestic violence and otherwise satisfy the provisions of RPL Sections 227-a or 227-c, as the case may be. You must give us a minimum of thirty (30) days or one complete pay period advance notice. You must pay all rent and additional rent up to the date you move from the Apartment.

24.MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member’s Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25.TENANT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others’ safety and security, especially in the use of smoke or carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke and Carbon Monoxide Detectors. We’ll furnish smoke and carbon monoxide detectors as required by statute, and we’ll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for \$100 plus one month’s rent, actual damages, and attorney’s fees. If you disable or damage the smoke detector or the carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable to any tenant, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. *We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice, except as otherwise provided by law.* During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any tenants, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

Fire and Casualty.

- A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under C below or by you under D below. But the rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.
- B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.
- C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this whether or not the Apartment has been damaged, by giving you written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is usable when Owner gives you such notice, this Lease will end 60 days from the last day of the calendar month in which you were given the notice and if the apartment is not usable, this lease shall end ten (10) days after you are given such notice.
- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, you may give Owner written notice that you end the Lease. If you give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund your security deposit and pro-rate the portion of rents paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, you and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way subrogation.
- F. This paragraph replaces the provision of Real Property Law §227 and shall be deemed an express agreement to the contrary as contemplated therein.

Sprinkler System.

Leased premises ☐ does ☒ does not have an operative sprinkler system. If operative, it was last maintained and operated on _____.

26.CONDITION OF THE PREMISES AND ALTERATIONS. *You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons.* After you sign this lease, but before you move in, you will be given the opportunity to inspect the Apartment with us to determine the condition of the Apartment. If you choose to perform such inspection, You will execute a written agreement with us before You move in attesting to the condition of the Apartment and specifically noting any existing defects or damages. When you vacate the Apartment, we may not retain any portion of your security deposit because of any defect or damages noted in such agreement.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke or carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices, nor to construct any additional non-structural walls, or make any changes to existing non-structural walls, in the apartment. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

27.REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST TO US—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. *Rent will not abate in whole or in part except as required by law.*

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease within a reasonable time by giving you written notice. If the Lease is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

28.ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Apartment or Apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require rents, fees or other charges. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We

may remove an unauthorized animal in accordance with applicable law and paragraph 33 (Default by Tenant) of this lease and the Animal Addendum.

29. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the Apartment at reasonable times for the purposes listed in (2) below. If nobody is in the Apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) in emergencies if:

- (1) written notice of the entry is left in a conspicuous place in the Apartment immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke or carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; stopping excessive noise; removing health or safety

hazards (including hazardous materials in accordance with applicable law; retrieving property owned or leased by former tenants; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing the apartment to prospective tenants; or showing to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and our lenders; appraisers, contractors, prospective buyers, or insurance agents.

30. JOINT AND SEVERAL RESPONSIBILITY. Each tenant is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease or rules, all tenants are considered to have violated the Lease. *Our requests and notices (including sale notices) to any tenant constitute notice to all tenants and occupants.* Notices and requests from any tenant or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all tenants. In eviction suits, each tenant is considered the agent of all other tenants in the apartment for service of process. Security-deposit refunds and deduction itemizations will comply with paragraph 51 (Deposit Return, Surrender, and Abandonment).

Replacements

31. REPLACEMENTS AND SUBLETTING. You are not permitted to assign this Lease or, sublet the Apartment, except in accordance with Section 226-b of the RPL. If you wish to replace a tenant, you must obtain our prior written consent. If we consent to a replacement tenant, and you receive our written consent, then:

- (1) a reletting charge will not be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
- (3) the departing and remaining tenants will remain liable for all lease obligations for the rest of the original lease term.

Procedures for Replacement. If we approve a replacement tenant, then, at our option: (1) the replacement tenant must sign this Lease with or without an increase in the total security deposit; or (2) the remaining and replacement tenants must sign an entirely new Lease. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement tenant as of the date we approve. The departing tenant will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new lease is signed.

Responsibilities of Owner and Tenant

32. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

33.A. DEFAULT BY TENANT. You'll be in default under this Lease if you or any guest or occupant violates any terms of this Lease including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 21 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

B. EVICTION.

- (1) If you default in any of the above ways, except for non-payment of rent or breach of Tenant's obligations under Paragraph 21B (Prohibited Conduct), or commit any of the violations set forth in paragraphs 33A (Default by Tenant) (3), (4), (5), and (6) above, for which no such notice is required to be given, we may serve you with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if the default is of the nature that it cannot be cured within 10 days, you must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

- (2) If You do not stop or begin to correct a default within ten (10) days after written notice is sent to you, or if the default is of the nature that it cannot be cured within ten (10) days and: (i) you fail to begin to correct the default within said ten (10) days; or (ii) you fail to continue to do all that is necessary to correct the default as soon as possible, or (iii) if the default is the type described in paragraph 21B (Prohibited Conduct), or paragraphs 33A (Default by Tenant) (3), (4), (5), and (6), then Owner may give You a written notice that this Lease will end six (6) days after the date the notice is sent to you. At the end of the six (6)-day period, this Lease will end, and You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in this paragraph 33B (Default by Tenant subsection B Eviction).
- (3) If You do not pay your rent within fourteen (14) days after a statutory written demand for rent has been served, or if the Lease ends as set forth in subparagraph (2) above, Owner may do the following: (a) enter the Apartment and retake possession of it if You have moved out; or (b) commence an action or proceeding, summary or otherwise, for nonpayment of rent and/or to recover possession of the Apartment.
- (4) Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate or renew the Lease.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date of expiration or termination date of this Lease or the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) payment of use and occupancy is due in advance on a daily basis and may become delinquent without notice or demand; (2) the amount of the monthly use and occupancy shall be not less than the last month's rent, without notice; and (3) at our option, we may extend the lease term on a monthly basis (which monthly tenancy may be terminated pursuant to New York Real Property Law 232-a), or we may immediately commence an action or proceeding in a court of competent jurisdiction to regain possession of the premises. In any action or proceeding, you will be liable for reasonable attorney's fees, costs and disbursements.

Other Remedies. If your rent is delinquent and we give you 5 days’ prior written notice, we may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and/or termination of your right to possession, without terminating this Lease, and all other remedies available under applicable state laws. Unless a party is seeking exemplary, punitive, special or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney’s fees and all other litigation costs which sums are considered additional rent and may be sued for in the

original action. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney’s fees and litigation costs). All unpaid amounts bear 9% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don’t pay all sums by that deadline.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to us under any applicable law.

General Clauses

34.ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

35.NO AUTHORITY TO AMEND UNLESS IN WRITING.
Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

36.NO WAIVER. No waiver by us of any violation or breach of any of the terms, provisions and covenants contained in this Lease shall be deemed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Lease. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights, isn’t a waiver under any circumstances.

37.NOTICE. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

- 38.MISCELLANEOUS.**
- A. Exercising one remedy won’t constitute an election or waiver of other remedies.
 - B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
 - C. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
 - D. This Lease binds subsequent owners.
 - E. Neither an invalid clause nor the omission of initials on any page invalidates this Lease.
 - F. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
 - G. This Lease is subordinate or superior to existing and future recorded mortgages, at lender’s option.
 - H. All lease obligations must be performed in the county where the apartment is located.
 - I. Except to the extent mandated by applicable law, we have made no representations or warranties concerning the apartment, and we deny any express or implied warranties have been made unless required by applicable law.
 - J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

39.WAIVER OF JURY TRIAL AND COUNTERCLAIM. To minimize legal expenses and, to the extent allowed by law, you and we agree to give up the right to a trial by jury in any lawsuit based on statute, common law, and/or related to this Lease. This agreement to give up the right to trial by jury does not include claims for personal injury or property damage. You specifically waive your right to bring any counterclaim in any summary non-payment or holdover proceeding.

40.CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail,

and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

41.OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

42.FORCE MAJEURE. If we are prevented from completing the performance of any obligations hereunder by an act of God, strikes, epidemics, pandemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all tenants, we reserve the right to vacate any and all tenancies and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

- 43.BILLS AND NOTICES.**
- A. **Notices to you.** Any notice from us or our attorney will be considered properly given by us to you if it (1) is in writing; (2) is signed by us or in our name or the name of our agent or attorney; and (3) is addressed to you at the Apartment and delivered to you personally or sent by registered or certified mail to you at the Apartment. The date of service of any written notice by us to you under this lease is the date of mailing of such notice or, if not mailed, the date of delivery of the notice to the Apartment. Notice by us to one person named as a tenant shall be as though given to all tenants of the Apartment.
 - B. **Notices to us.** If you wish to give a notice to us, you must write it and deliver it or send it by registered or certified mail to us at the following address:
1-120 Columbia St., Cohoes, NY 12047

or at another address of which we or our agent or attorney has given you written notice. The signatures of all tenants in the Apartment are required on every notice by you.

44.PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or other payments unless payment of all rent, additional rent, costs and fees are paid in full.

45.ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease or a renewal of this Lease, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

46.MOVE-OUT NOTICE. Unless you are moving out on the Lease term ending date, you must give our representative at least 45 days advance written notice of your intention to vacate. If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease. Whether you give notice or not, You will still be liable for the entire Lease term if you move out early, subject to paragraph 23A above and subject to Our duty to mitigate damages pursuant to RPL Section 227-e. You will still be liable for the entire Lease term if you move out early (paragraph 23A - Release of Tenant) except if you are able to terminate the Lease under paragraph 23B (Early Termination by Senior Citizens or Individuals with a Disability or Victims of Domestic Violence), or any other applicable laws. All notices to vacate must be in writing and must provide the date by which you intend to vacate.

47. MOVE-OUT PROCEDURES. The move-out date can't be changed unless you and we both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges under paragraph 11 (Early Move-Out). You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. You must give us and the U.S. Postal Service, in writing, each tenant's forwarding address.

48.CLEANING. Before you move out, you must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

49.MOVE-OUT INSPECTION. If you give at least two (2) weeks notice of your intention to terminate your tenancy, you may request an inspection before vacating the apartment and you have the right to be present at such inspection. If you make such request, the inspection shall be made no earlier than two (2) weeks before the end of the tenancy and we shall provide at least 48 hours written notice of the date and time of the inspection. After the inspection, we will provide you with an itemized statement of the proposed repairs or cleaning, if any, and you will have the opportunity to cure any such conditions before the date you intend to vacate the apartment.

Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

50.SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke detector batteries; carbon monoxide detectors; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-

out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13 (Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke or carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus reasonable attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys and Furniture) if you fail to return them on or before your actual move-out date; and (2) a reletting fee if you have violated paragraph 11 (Early Move-Out).

51.DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.
Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 14 days after surrender or abandonment, unless statutes provide otherwise. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law.

Surrender. You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid—whichever date occurs first.

Abandonment. You have abandoned the Apartment if: (1) you have failed to pay rent due under this Lease; and (2) we reasonably conclude that the circumstances indicate that you have surrendered possession of the apartment. In reaching such a conclusion, we will take into account all relevant circumstances, including the following: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment for 5 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; (4) you've not responded for 2 days to our notice left inside the main entry door, stating that we consider the apartment abandoned; or (5) we have determined that the sole tenant of the apartment has died.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 - Property Left in Apartment).

Severability, Originals and Attachments, and Signatures

52.SEVERABILITY. If any provision of this Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease while preserving the intent of the parties.

53.ORIGINALS AND ATTACHMENTS. This Lease has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease. Your copy of the Lease may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease are binding and hereby incorporated into and made part of the Lease between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations.

A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

You are legally bound by this document.
Read it carefully before signing.

Tenant or Tenants (all sign below)

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner’s representative for notice purposes	Name and address of locator service (if applicable)
	Date form is filled out (same as on top of page 1).
	09/14/2023

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) Rent payments must are due at the Rental Office on or before the 1st of the month. NO CASH WILL BE ACCEPTED. Rent is deemed paid at the time the payment is processed. Rent payments paid through the online payment system may take up to 24 or 48 hours to process. Late fees will be 5% or \$50.00, whichever is less. You are required to give us at least 45 days written notice if you intend to vacate the Apartment at the end of the lease term. The only exceptions will be for adherence to early termination addendum, where 30 days notice is required. Key replacement cost is \$10 per key. Any after hours resident lock-out will be assessed a \$50 fee to their resident account. Photo ID must be provided for any key replacement, lock change, and resident lock-out. While a tenant is in default, payments must be made via money order only. Lessee shall keep the premises free from insects and pests and promptly notify Lessor of the existence of any insect infestations. Lessee is responsible for contacting the Lessor if an insect infestation is present in the premises including but not limited to fleas, cockroaches, and bedbugs. Lessee agrees to pay the ENTIRE AMOUNT of bills for all exterminating services if deemed the infestation was introduced by the Lessee and/or amplified due to failure to notify the landlord in a timely manner.

ADDITIONAL SPECIAL PROVISIONS



DWELLING UNIT DESCRIPTION. Unit No. 02033 , 33 Columbia Gardens (street address) in Cohoes (city), New York, 12047 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: September 14, 2023

Owner’s Name: Columbia Gardens Cohoes, LLC

Tenants (list all tenants): Marylou Poole, Sean Nugent, Thomas Poole

Landlord and Tenant Agreement as to Objectionable Tenancy: Notwithstanding any provisions of this lease seemingly to the contrary, including but not limited to Sections 20 and 32, any objectionable conduct by the Tenant(s) (including without limitation tenant' (s) guests) which cannot, in the opinion of the Landlord, be cured within (30) days, or which is of a nature to be illegal or is in any other way objectionable, will result in the termination of the lease upon six (6) days notice to the Tenant. The Landlord reserves the sole right to determine objectionableness. Notice of termination shall be in writing delivered to the Premises. Subleasing is prohibited. Tenants are not permitted to replace and/or add their own lock to any apartment door.

Tenant(s) (All tenants must sign)	Date of Signing Addendum

Owner or Owner’s Representative	Date of Signing Addendum

ANIMAL ADDENDUM
Becomes part of Lease



Please note: We consider animals a serious responsibility and a risk to each tenant in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other tenants.

In this document, the terms “you” and “your” refer to all tenants listed below and all occupants or guests; and the terms “we,” “us,” and “our” refer to the owner named in the Lease (not to the property manager or anyone else).

1. DWELLING UNIT DESCRIPTION.

Unit No. 02033, 33 Columbia
Gardens
(street address) in
Cohoes
(city), New York, 12047 (zip code).

2. LEASE DESCRIPTION.

Lease date: September 14, 2023
Owner’s name: Columbia Gardens Cohoes, LLC

Tenants (list all tenants):
Marylou Poole, Sean Nugent, Thomas Poole

The term of this Addendum is as follows:
Begins on _____, _____ and
ends on _____, _____.
This Addendum constitutes an Addendum to the above
described Lease for the above described premises, and is
hereby incorporated into and made a part of such Lease.
Where the terms or conditions found in this Addendum vary
or contradict any terms or conditions found in the Lease, this
Addendum shall control.

3. A. ☐ NO APPROVED ANIMALS. If this box is checked, you
are not allowed to have animals (including mammals, reptiles,
birds, fish, rodents, and insects), even temporarily, anywhere
in the apartment or apartment community unless we’ve
authorized so in writing. We will authorize support and/or
service animals for you, your guests, and occupants pursuant
to the parameters and guidelines established by the Fair
Housing Act, HUD regulatory guidelines, and any applicable
state and/or local laws.
- B. ☒ CONDITIONAL AUTHORIZATION FOR ANIMAL.
If this box is checked, you may keep the animal that is described
below in the dwelling until the Lease expires. But we may
terminate this authorization sooner if your right of occupancy
is lawfully terminated or if in our judgment you and your
animal, your guests, or any occupant violate any of the rules
in this Addendum.

4. ADDITIONAL MONTHLY RENT. Your total monthly
rent (as stated in the Lease) will be increased by
\$ 45.00. The monthly rent amount in the Rent and
Charges paragraph of the Lease [check one] ☐ includes
☒ does not include this additional animal rent.

5. APARTMENTS SUBJECT TO RENT STABILIZATION.

No animal deposit, monthly rent, or additional fees shall be
charged to tenants residing in apartments subject to rent
stabilization.

6. LIABILITY NOT LIMITED. The additional monthly rent
under this Animal Addendum does not limit tenants’ liability
for property damages, cleaning, deodorization, defleaing,
replacements, or personal injuries.

7. DESCRIPTION OF ANIMAL(S). You may keep only the
animal(s) described below. You may not substitute any other
animal(s). Neither you nor your guests or occupants may bring
any other animal(s)—mammal, reptile, bird, amphibian, fish,
rodent, arachnid, or insect—into the dwelling or apartment
community.

Animal’s name: _____
Type: canine
Breed: beagle
Color: Br/Wht
Weight: 40.00 Age: 4
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner’s name: _____

Animal’s name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner’s name: _____

Animal’s name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner’s name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

No Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chow Chows, Doberman Pinschers, Akitas, Wolf hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, or Siberian Huskies. The pet shall not, at maturity, exceed fifty (50) pounds in weight. There will be a one time non-refundable fee of \$300.00. Any tenant found not picking up waste from their pet will be subject to a fine which shall be due upon demand by the Landlord. Anyone observed in violation of these rules will be charged a fine of \$25 for the 1st offense, \$50 for the 2nd offense, and the 3rd and final offense will result in a \$75 fine and the start of eviction proceedings. No Visiting pets permitted. No exotic animals are permitted.

9. **EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

10. **ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal(s) must be properly registered pursuant to applicable law(s).
- The animal must not disturb the neighbors or other tenants, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: Litter boxes only
- Outside, the animal may urinate or defecate *only* in these designated areas: Grassy area only, no landscaping
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.

- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

11. **ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every tenant who is allowed to have animals.

12. **VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease, including damages, eviction, and attorney's fees to the extent allowed by law.

13. **COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other tenant or if we, in our sole discretion, determine that the animal has disturbed neighbors or other tenants.

14. **OUR REMOVAL OF ANIMAL.** In some circumstances, we may allow animal control or a local humane society to enter the dwelling unit and remove the animal in accordance with applicable law if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water; or
- failed to care for a sick animal.

If you have violated our animal rules or let the animal defecate or urinate where it's not supposed to you will be subject to eviction and other remedies under the Lease.

15. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-tenants will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

16. **MOVE-OUT.**

When you move out, you’ll pay for defleaing, deodorizing, and shampooing to protect future tenants from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

17. **JOINT AND SEVERAL RESPONSIBILITY.**

Each tenant who signed the Lease must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each tenant is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the tenant does not own the animal.
18. **GENERAL.**

You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 8 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

<div><div>Tenant or Tenants</div><div>(All tenants must sign)</div><div><div></div><div></div><div></div><div></div><div></div><div></div></div></div>	<div><div>Owner or Owner’s Representative</div><div>(Signs below)</div><div></div></div> <div><div>Date of Signing Addendum</div><div></div></div>
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BED BUG ADDENDUM



Date: September 14, 2023
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our tenants. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. 02033, 33 Columbia
Gardens

Cohoes
(city), New York, 12047 (zip code).

2. LEASE DESCRIPTION.

Lease Date: September 14, 2023
Owner’s name: Columbia Gardens Cohoes, LLC

Tenants (list all tenants):
Marylou Poole, Sean Nugent, Thomas Poole

This Addendum constitutes an Addendum to the above described Lease for the above described premises, and is hereby incorporated into and made a part of such Lease. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease. You agree not to treat the dwelling for a bed bug infestation on your own.

6. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property’s trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease.

8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other tenants in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring tenants and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease.

9. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

Tenant or Tenants

(All tenants must sign)

Owner or Owner’s Representative

(Signs below)

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

BED BUGS - A Guide for Rental Housing Tenants

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals--their sole food source--the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing tenants, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a tenant's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, tenants should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing tenants who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemicalbased insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM



This addendum is incorporated into the Lease identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Columbia Gardens Cohoes, LLC

Tenant(s): Marylou Poole, Sean Nugent, Thomas Poole

Unit No./Address: #02033, 33 Columbia Gardens, Cohoes, NY 12047

Lease Date: 09/14/2023

- I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.**
Tenant(s) permission for use of all common areas, Tenant amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Tenant's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Tenant. Owner and management may make changes to the Rules for use of any Amenity at any time.
- Additionally, Tenant(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity except for landlord's negligence, related to Tenant's use of the amenities at the Community. Tenant(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Tenant(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.**
- THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO TENANT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND TENANT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND TENANT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.**
- II. POOL.** This Community ☒ **DOES;** ☐ **DOES NOT** have a pool. When using the pool, Tenant(s) agrees to the following:
- Tenants and guests will adhere to the rules and regulations posted in the pool area and Management policies.
 - All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
 - For their safety, Tenants should not swim alone.
 - Pool hours are posted at the pool.
 - No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
 - Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
 - No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
 - Tenant(s) must accompany their guests.
 - Tenant(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

- III. FITNESS CENTER.** This Community ☒ **DOES;** ☐ **DOES NOT** have a fitness center. When using the fitness center, Tenant agrees to the following:
- Tenants and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
 - The Fitness Center is not supervised. Tenant(s) are solely responsible for their own appropriate use of equipment.
 - Tenant(s) shall carefully inspect each piece of equipment prior to Tenant's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
 - Tenant(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
 - Tenant(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Tenant's physician.
 - Tenant(s) will keep Fitness Center locked at all times during Tenant's visit to the Fitness Center.
 - Tenant(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
 - Tenant(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community ☐ DOES; ☒ DOES NOT accept packages on behalf of Tenants.

For communities that do accept packages on behalf of its Tenants:

Tenant(s) gives Owner permission to sign and accept any parcels or letters sent to Tenant(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Tenant agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. BUSINESS CENTER. This Community ☐ DOES; ☒ DOES NOT have a business center.

Tenant(s) agrees to use the business center at Tenant(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Tenants will limit time on computers to _____ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 2 vehicle per licensed Tenant is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Tenant shall comply with the following:

- Tenants and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of _____ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Tenant(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Tenants' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Tenants in advance of extermination in Tenants' dwelling, and give Tenant instructions for the preparation of the Dwelling and safe contact with insecticides. Tenants will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Tenants are unprepared for a scheduled treatment date Owner will prepare Tenants' dwelling and charge Tenants accordingly. Tenants must request extermination treatments in addition to those regularly provided by Owner in writing. **Tenants agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, tenant will agree to the following:

- Tenant will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Tenant will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Tenant will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

TENANTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

IX. DRAPES AND SHADES. Drapes or shades installed by Tenant, when allowed, must be lined in white and present a uniform exterior appearance.

X. WATER BEDS. Tenant shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

- XI.

BALCONY or PATIO. Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII.

SIGNS. Tenant shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- XIII.

SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV.

WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease or any other addenda to the Lease.
- XV.

SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
Non-flame producing electric grills only are permitted on balconies or porches. Quiet hours are 8:00pm - 9:00am. Pool guests are limited to 2 per resident. Upon move-out, Lessee is required to have Lessee's carpets cleaned using a professional carpet cleaning company after all personal belongings have been removed, and a receipt for this service must be presented to us. In the event a receipt is not provided at time of move out, a carpet cleaning fee not to exceed \$225 will be withheld from Lessee's security deposit. E-Bikes with Lithium Batteries are prohibited to be stored in Tenants Apartments or Common Hallways.

I have read, understand and agree to comply with the preceding provisions.

Tenant	Date	Tenant	Date
Tenant	Date	Tenant	Date
Tenant	Date	Tenant	Date
Owner Representative		Date	



Protect Your Family From Lead in Your Home



Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



March 2021

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

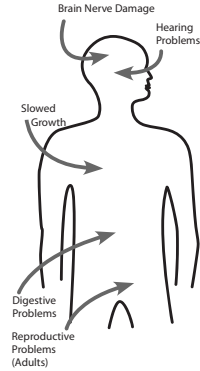
Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.



Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children’s blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors
- 100 µg/ft² and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot (µg/ft²) for floors, including carpeted floors
- 100 µg/ft² for interior windows sills
- 400 µg/ft² for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)
Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (*check (i) or (ii) below*):
- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- _____
- _____
- _____
- _____
- _____
- (ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (check (i) or (ii) below):
- (i) ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- _____
- _____
- _____
- _____
- _____
- (ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgement (*initial*)

- (c) _____ Lessee has received copies of all information listed above.
- (d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent’s Acknowledgement (*initial*)

- (e) _____ Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Columbia Gardens Cohoes, LLC, 33 Columbia Gardens #02033			
		Cohoes	
Apartment Name & unit number OR street address of dwelling		City	
Lessee (Resident)	Date	Lessee (Resident)	Date
Lessee (Resident)	Date	Lessee (Resident)	Date
Lessee (Resident)	Date	Lessee (Resident)	Date
Columbia Gardens Cohoes, LLC			
Lessor (Owner)		Agent	
Date		Date	

Please note: It is our goal to maintain a quality living environment for our tenants. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION.

Unit No. 02033, 33 Columbia
Gardens
(street address) in
Cohoes
(city), New York, 12047 (zip code).

2. LEASE DESCRIPTION.

Lease Date: September 14, 2023
Owner’s name: Columbia Gardens Cohoes, LLC

Tenants (list all tenants):
Marylou Poole, Sean Nugent, Thomas Poole

This Addendum constitutes an Addendum to the above described Lease for the above described premises, and is hereby incorporated into and made a part of such Lease. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean--particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines--especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

NAA
NATIONAL APARTMENT ASSOCIATION
We Lead the Way Home

NAA
NATIONAL APARTMENT ASSOCIATION
— We Lead the Way Home

Unit No. _____, _____
Gardens
_____ (street address) in
Cohoes
(city), New York, _____ (zip code).

Lease date: September 14, 2023
Owner's name: Columbia Gardens Cohoes, LLC

Marylou Poole, Sean Nugent, Thomas Poole



UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease (referred to in this addendum as "Lease") dated September 14, 2023 between Columbia Gardens Cohoes, LLC

("We" and/or "we" and/or "us") and Marylou Poole, Sean Nugent, Thomas Poole

("You" and/or "you") of Unit No. 02033 located at 33 Columbia Gardens

(street address) in Cohoes, NY 12047

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease for the above described premises, and is hereby incorporated into and made a part of such Lease. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) **Water** service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ water bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____
- b) **Sewer** service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____
- c) **Gas** service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____
- d) **Trash** service to your dwelling will be paid by you either:
☐ directly to the service provider; or
☐ trash bills will be billed by the service provider to us and then charged to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____
- e) **Electric** service to your dwelling will be paid by you either:
☒ directly to the utility service provider; or
☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____
- f) **Stormwater** service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____
- g) **Cable TV** service to your dwelling will be paid by you either:
☒ directly to the utility service provider; or
☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____
- h) **Master Antenna** service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____
- i) **Internet** service to your dwelling will be paid by you either:
☒ directly to the utility service provider; or
☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____
- j) **Pest Control** service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ pest control bills will be billed by the service provider to us and then charged to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____

- k) (Other) _____ service to your dwelling will be paid by you either:

☐ directly to the utility service provider; or

☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____

☐ If flat rate is selected, the current flat rate is \$ _____ per month.

☐ 3rd party billing company if applicable _____
- l) (Other) _____ service to your dwelling will be paid by you either:

☐ directly to the utility service provider; or

☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____

☐ If flat rate is selected, the current flat rate is \$ _____ per month.

☐ 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY
“1” - Sub-metering of all of your water/gas/electric use
“2” - Calculation of your total water use based on sub-metering of hot water
“3” - Calculation of your total water use based on sub-metering of cold water
“4” - Flat rate per month
“5” - Allocation based on the number of persons residing in your dwelling unit
“6” - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
“7” - Allocation based on square footage of your dwelling unit
“8” - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
“9” - Allocation based on the number of bedrooms in your dwelling unit
“10” - Allocation based on a lawful formula not listed here
(Note: if method “10” is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Tenant may be paying for part of the utility usage in or in other apartment units as well as administrative fees. Both Tenant and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Tenant. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Tenant and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within _____ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ _____ (not to exceed \$ _____)
Monthly Administrative Billing Fee:	\$ _____ (not to exceed \$ _____)
Late Fee:	\$ _____ (not to exceed \$ _____)
Final Bill Fee:	\$ _____ (not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ _____.

5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.

6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.

7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.

8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.

10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

12.The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease.

Lessee shall be responsible for arranging for and paying for all of their utilities. Failure by Lessee, for not arranging within two utility company billing cycles (starting from the lease commencement date), to have the utilities that service the demised premises to be put in Lessee's name, will result in Lessee being charged a monthly \$50.00 administrative fee until the change has been made with the utility company. Such administration fee will be considered additional rent.

Tenant Signature _____	Date _____
Tenant Signature _____	Date _____
Tenant Signature _____	Date _____
Tenant Signature _____	Date _____
Tenant Signature _____	Date _____
Tenant Signature _____	Date _____
Management _____	Date _____

SCHEDULE OF CHARGES

***APPLIANCES**

BLACK REFRIGERATOR	\$ 907.00
WHITE REFRIGERATOR	\$ 842.00
ELECTRIC RANGE	\$ 888.00
GAS RANGE	\$ 836.00
RANGE BURNER PANS	\$ 10.00 EACH
DISHWASHER	\$ 448.00
RANGE HOOD	\$ 75.00
GARBAGE DISPOSAL	\$ 90.00
MICROWAVE	\$ 400.00
WASHER	\$ 778.00
DRYER	\$ 842.00
STACKABLE WASHER/DRYER	\$ 1,555.00

***FLOORING**

KITCHEN LINOLEUM	\$ 12.50 SQ.YD. INSTALLED
BATHROOM FLOOR	\$ 12.50 SQ.YD. INSTALLED
CARPET/CUSHION SQ YD INSTALLED	
BROWN	\$ 30.16 PER YARD
GREY	\$ 32.50 PER YARD
BASEMENT	\$ 42.76 PER YARD
WOOD/PLANK FLOORS	\$15.42 PER SQ.FT.

DOORS AND WINDOWS

EXTERIOR DOORS	\$ 500.00
INTERIOR DOOR/JAMB	\$ 380.00
BIFOLD DOORS	\$ 374.00
EXTERIOR LOCK	\$ 110.00
BLINDS	PER REPLACEMENT/ INSTALLATION COST
GLASS AND SCREENS	PER REPLACEMENT COST
UNRETURNED KEY	\$ 10.00 PER KEY
DOOR HANDLE	\$ 35.00
CEILING FAN	\$214.00
HAND RAILS	\$10.00 PER LN.FT.

BATHROOMS

TUB/SHOWER WALLS	
(REPLACEMENT)	\$ 768.00
TOILET TANK & BOWL	\$ 330.00
SINKS	\$ 360.00
FAUCETS	\$ 252.00
SHOWER BODY	\$ 330.00
PLUNGER	\$ 20.00
STOPPAGES	COST OF REPAIR +20% LABOR
TOWEL BAR	\$25.00
GRAB BARS	\$75.00 EACH

KITCHEN / BATH CABINETS OR COUNTER TOPS

NEW SET OF KITCHEN CABINETS	\$ 1,900.00 - \$ 2,400
BATHROOM VANITY	\$ 575.00
MEDICINE CABINET	\$ 190.00 EACH
COUNTERTOPS	\$ 500.00 - \$ 800.00 KITCHEN
	\$ 225.00 BATHROOM
KITCHEN SINK	\$ 192.00
FAUCET	\$ 210.00
CABINET KNOB MISSING	\$10.00 EACH

LIGHTING

KITCHEN LIGHT	\$ 225.00
LIGHTING FIXTURES	\$ 75.00 PER FIXTURE

PAINTING

Additional coats required due to filth, color paints, wall paper/sticker removal or damage due to cigarette smoking/candle burning will be billed at the rate of \$250.00 per room.

Spackling work will be performed at a rate of \$50.00 per hour.

GENERAL CLEANUP AND FURNITURE REMOVAL

FURNITURE REMOVAL / DISPOSAL WILL BE BILLED AT \$75.00 PER PIECE plus \$25.00 DISPOSAL COST

APARTMENT NOT CLEANED - \$400.00

KITCHEN NOT CLEANED - \$200.00

REFRIGERATOR NOT CLEANED - \$75.00

KITCHEN RANGE / RANGE HOOD NOT CLEANED - \$75.00

KITCHEN CUPBOARDS NOT CLEANED OUT / CLEANED - \$100.00

BATHROOM NOT CLEANED - \$150.00

WINDOWS NOT CLEANED (INSIDE ONLY) - \$20.00 PER WINDOW

FLOORS AND BASEBOARDS NOT CLEANED OR WASHED - \$30.00 PER ROOM

At time of move out, Lessee is required to have Lessee's carpets cleaned using a professional carpet cleaner after all personal belongings have been removed. A receipt must be presented to us indicating that the carpets have been cleaned by a professional carpet cleaner after all personal belongings have been removed. In the event a receipt is not provided at time of move-out, a carpet cleaning fee not to exceed \$225.00 will be withheld from your security deposit for this purpose. Notwithstanding the foregoing, if it is determined at the time of move out that the carpet needs to be replaced, Lessee shall be responsible to pay for same. All other flooring must be cleaned.

CARPETED AREAS BADLY SOILED (REQUIRING "ADDITIONAL CLEANING COSTS") - TO BE CHARGED FOR

"ADDITIONAL CLEANING COSTS". If carpeting is less than three years old, charge will be the full replacement cost plus removal and disposal costs. If carpeting is three to five years old, carpet to be prorated at 75% of the cost-plus removal and disposal costs. If the carpet is over five years old, it will be prorated at 50% of the cost-plus removal and disposal costs.

SMOKE DETECTORS THAT HAVE BEEN REMOVED - \$100.00 PER SMOKE DETECTOR.

CARBON MONOXIDE DETECTORS THAT HAVE BEEN REMOVED - \$100.00 PER CARBON MONOXIDE DETECTOR.

ANY LESSEE WHO PURPOSELY VACATES THE DEMISED PREMISES PRIOR TO THE END OF THE TERM OR LESSOR TERMINATES THE LEASE DUE TO A DEFAULT PRIOR TO THE END OF THE TERM OF THE LEASE (INCLUDING BUT NOT LIMITED TO HOME PURCHASES AND EMPLOYMENT TRANSFERS), WILL BE ASSESSED THE APARTMENT TURNOVER FEE AS DESCRIBED IN THE LEASE. THIS FEE DOES NOT INCLUDE COSTS ASSOCIATED WITH ANY DAMAGE FEES LISTED IN THIS SCHEDULE.

THE CHARGES LISTED ABOVE WILL BE ASSESSED TOWARDS THE LESSEE'S RENTAL ACCOUNT FOR ANY DAMAGES CAUSED BY LESSEE'S NEGLIGENCE OR ABUSE. ALL CHARGES WILL BE DUE WITHIN TEN (10) DAYS OF LESSOR'S WRITTEN DEMAND FOR PAYMENT. UPON MOVE-OUT, ALL CHARGES WILL BE DEDUCTED FROM THE EXISTING SECURITY DEPOSIT. IF DAMAGES EXCEED THE REMAINING SECURITY, THE LESSEE AGREES TO FORWARD THE BALANCE DUE WITHIN TEN (10) DAYS OF THE LESSOR'S WRITTEN NOTICE. IT IS AGREED THAT ANY CHARGES OUTSTANDING BEYOND TEN (10) DAYS WILL BE POSTED TO THE LESSEE'S ACCOUNT AS "ADDITIONAL RENT" AND MAY BE PURSUED AS SUCH. ANY DAMAGE WHICH OCCURS TO THE APARTMENT BECAUSE OF LESSEE'S FAILURE TO NOTIFY THE OFFICE, WILL BE DEEMED AS LESSEE NEGLIGENCE AND THE COSTS OF REPAIRS WILL BE CHARGED TO THE LESSEE.

LESSOR: _____ DATE: _____

LESSEE: _____ DATE: _____

LESSEE: _____ DATE: _____

LESSEE: _____ DATE: _____

LESSEE: _____ DATE: _____

LESSEE: _____ DATE: _____

LESSEE: _____ DATE: _____

EXHIBIT "A"
SECURITY DEPOSIT RULES

The Security Deposit shall be returned to Lessee only after each and all of the following conditions have been met:

1. The full rental term must have expired without default by Lessee, and Lessee must not have held over. "Holding Over" as used in this policy, is defined in Paragraph 18 of the Lease.
2. Forty-five (45) days written notice must be given to Lessor prior to date of expiration. Failure by Lessee to provide a written 45-day notice to Lessor prior to the expiration date of the Lease, regarding Lessee's intent not to renew the Lease, will result in the forfeiture of Lessee's security.
3. There are no unpaid charges, damages, rents, or additional rents due by Lessee under the Lease.
4. Lessee's forwarding address or addresses have been left with Lessors representative.
5. The demised premises, including designated kitchen appliances, has been cleaned thoroughly according to the following instructions:
 - a. Refrigerator must be defrosted and clean and the door left open.
 - b. Stove top and sides, burners, and burner pans, knobs, oven and oven shelf must be cleaned.
 - c. Kitchen cupboards and sink must be cleaned.
 - d. Bathroom sink, tub, toilet, floor tile and vanity, if applicable, must be cleaned.
 - e. All papers, trash, clothes hangers and food containers must be removed from demised premises and storage areas, if applicable.
 - f. At time of move out, Lessee is required to have Lessee's carpets cleaned using a professional carpet cleaner after all personal belongings have been removed. A receipt must be presented to us indicating that the carpets have been cleaned by a professional carpet cleaner after all personal belongings have been removed. In the event a receipt is not provided at time of move-out, a carpet cleaning fee not to exceed \$225.00 will be withheld from your security deposit for this purpose. Notwithstanding the foregoing, if it is determined at the time of move out that the carpet needs to be replaced, Lessee shall be responsible to pay for same. All other flooring must be cleaned.
 - g. All windows must be cleaned and closed.
 - h. All window treatments must be cleaned, which were installed by Lessor at the time of occupancy.

(Note: When Lessee moves out, Lessee is urged to inspect the demised premises after all belongings have been removed with Lessors representative.)

6. After inspection by Lessor's representative, appropriate charges will be deducted for any unpaid damages or repairs to the demised premises or its contents (beyond reasonable wear), insufficient light bulbs, missing power strips, missing smoke detectors, missing carbon monoxide detectors, stickers, scratches, burns or holes or tile damage or defacing on the walls, doors, floors, draperies, carpets, and/or furniture or other areas of the Demised premises. In addition, there will be a charge of \$10.00 per unreturned key.

If Lessee fails to clean in accordance with the instructions in Paragraph 5 above, the following charges will be deducted from the Security Deposit: See Schedule of Charges addendum attached hereto.

7. After the above conditions and instructions have been complied with the balance of the Security Deposit, together with interest earned, less Lessor's administrative fee, will be mailed to Lessee's forwarding address or addresses, along with an itemized accounting of any charges or damages deducted, no later than fourteen (14) days after move-out.

Lessee affirms that this Security Deposit may not be applied by Lessee to rent due, and that the full monthly rent will be paid on or before the due date of each month, including the last month of occupancy.

Without limiting any of Lessor's other rights, if Lessee fails to move in after signing the attached Lease, Lessor may sue for any damages incurred (including reasonable attorney's fees) and Lessor may retain the Security Deposit so deposited.

I have read and accept the above conditions and instructions.

LESSOR:_____

LESSEE:_____

LESSEE:_____

LESSEE:_____

LESSEE:_____

LESSEE:_____

LESSEE:_____

This Addendum is attached to and becomes a part of the Residential Lease Agreement.

For the duration of the Lease Agreement, Lessee is required to maintain and provide evidence of either tenant liability insurance or renters insurance ("Required insurance"). Minimum coverage under Lessee's tenant liability insurance or renters insurance policy must be no less than:

(\$100,000) Limit of Liability for Lessee's legal liability for damage to the landlord's property

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have such insurance, Lessor has the right to 'force place' replacement coverage and charge Lessee a fee to cover the expense for such insurance.

Lessee may obtain Required Insurance from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Lessor, who may schedule the Lessee's unit for coverage under the MASTER POLICY. The coverage provided under the MASTER POLICY will include Required Insurance coverage listed above. An amount equal to the total cost to the Lessor of adding Lessee's unit to the MASTER POLICY shall be charged back to Lessee by the Lessor, or the Lessor's authorized representative. Some important points of this coverage, which Lessee should understand are:

1. Lessor is the Named Insured under the MASTER POLICY. Lessee is an Additional Insured under the tenant liability component of the MASTER POLICY for liability arising from on-premises Bodily Injury and Property Damage up to the Limits of Liability appearing above.
2. MASTER POLICY coverage is not personal liability insurance or renters insurance. Lessee makes no warranty or representation that MASTER POLICY covers the Lessor's personal property (contents) or additional living expenses. Although coverage may be similar to a personal liability insurance policy or the liability portion of a Renters Insurance Policy, the MASTER POLICY may not protect Lessee as if Lessee had purchased personal liability or renters insurance from an insurance agent or insurance company of Lessee's choice. Certain restrictions apply.
3. Coverage only applies to liability arising on the residence premises. Lessee is not insured away from the residence premises.
4. Coverage under the MASTER POLICY may be more expensive than the cost of Required Insurance available to the Lessee. At any time, Lessee may contact an agent of their choice for personal liability or renters insurance options to satisfy the Required Insurance under the Lease Agreement.
5. Licensed insurance agents may receive a commission on the MASTER POLICY policy.
6. The fee to cover the expense of this coverage shall be \$12.00 per month.

Subject to the terms of the policy, MASTER POLICY will extend legal defense to Lessee in the event of actual or alleged liability for bodily injury or property damage not otherwise excluded by the MASTER POLICY policy. MASTER POLICY is designed to fulfill the insurance requirement of the Lease Agreement.

Scheduling under the MASTER POLICY policy is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the MASTER POLICY policy will be immediately terminated.

Resident Signature

Resident Signature

Resident Signature

Resident Signature

Resident Signature

Resident Signature

33 Columbia Gardens #02033, Cohoes, NY 12047

Resident Address

09/14/2023

Date

NOTICE DISCLOSING TENANT'S RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Reasonable Accommodations

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager by calling (518) 237-8709 or _____, or by e-mailing columbia@colegroupprealty.com.

You will need to show your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request:

- Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out);
- Changes to your housing provider's rules, policies, practices, or services;
- Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include:

- If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.
- If your doctor provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.
- If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.
- If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.
- If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

Required Accessibility Standards

All buildings constructed for use after March 13, 1991, are required to meet the following standards:

- Public and common areas must be readily accessible to and usable by persons with disabilities;
- All doors must be sufficiently wide to allow passage by persons in wheelchairs; and
- All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York State Division of Human Rights.

How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to www.dhr.ny.gov, or by calling 1-888-392-3644 with questions about your rights. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

The following information states that the identified document has been signed electronically by the parties detailed below:

Signee Details	Role	Signature	Initials	Date Signed
Email ID: poolemarylou@gmail.com	Resident			
Email ID: noemail@gmail.com	Resident			
Email ID: none@none.com	Guarantor			
	Manager			