New york rent lease agreement forms

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## COMMERCIAL LEASE AGREEMENT

| Parties. This Lease is made as of | 20 | between (name and address of Lessor) |                     |
|-----------------------------------|----|--------------------------------------|---------------------|
|                                   |    |                                      | (the "Lessor"), and |
| (name and address of Lessee)      |    |                                      | (the "Lessee").     |

Demised Premises. Subject to the terms and provisions of this Lease, Lessor leases to Lessee and Lessee leases from Lessor. those certain Premises (the "Premises") located at Suite of (street, city, state, sip) the "Building"). A tioor plan of the ground tioor of the in the County of

Premises is attached to this Lease and labeled Exhibit Lessee's taking of possession of the Premises and its payment of the first month's Base Rent due under this lease shall constitute Lessee's acceptance of the Premises in all respect, including its square footage configuration and other physical features. By taking possession of the Premises and paying the first month's Base Rent, the Lessee waives any objections to the square footage, configuration and other physical features of the Premises, and the amount of Base Rent and all other charges due for the Lease of the Premises.

## 3. Use of premises.

3.1. Permitted Use and Business Name. The Premises shall be used and occupied only as a retail shop and for no other purpose. The business of the Lessee in the Premises shall be carried on under the name and style

and under no other name and style unless approved by the Lessor in writing.

- 3.2. Hours of Business. During the Term, the Lessee shall conduct its business in the Premises, at a minimum, on Monday through Friday from 9:00 a.m. to 5:00 p.m., except on holidays acceptable to Lessor. Lessor may require other minimum hours, if such requirement is made of at least % of all other lessees in the Building. Lessee may conduct business on the Premises, in addition to the above listed times, at Lessee's sole expense.
- 3.3. Opening and Continuous Occupancy. Lessee shall open the whole of the Premises for business to the public, fully fixtured, stocked and staffed within lays of the Commencement Date, as defined below. The Lessee shall contimously, actively and diligently carry on the business specified in Section 3.1 on the whole of the Premises during the Term, during the hours and on the days that are required by this Lease, except when prevented from doing so by force majeure. The Lessee acknowledges that its continued occupancy of the Premises and the regular conduct of its business therein are of utmost importance to neighboring lessees and to the Lessor in the renting of space in the Building, the renewal of other leases in the building, and the efficient and economic supply of services and utilities. The Lessee acknowledges that the Lessor is executing this Lease in reliance on Lessee's continuous occupancy and that it is a material element inducing the Lessor to execute this Lease.
- 3.4. Lessee's Covenants as to Use and Occupancy. Lessee shall exercise reasonable care in its use of the Premises or Building and shall not do or permit anything to be done in or about the Premises or Building, nor bring nor keep anything in

the Premises or Building that will in any way affect the fire or other insurance on the Building, or any of its contents, or that shall in any way conflict with any statute, ordinance, rule, regulation, order, law, or other requirement (collectively the "Laws") affecting the occupancy and use of the Premises or Building. which is now, or may subsequently be, enacted or promulzated by any public authority. Lessee shall not obstruct or interfere with the rights of other lessees of the Building or injure or annoy them. Lessee shall not use, or allow the Premises to be used, for any illegal purpose, or any purpose constituting a public or private nuisance or for sleeping purposes, or cooking, and nothing shall be prepared, manufactured, or mixed in the Premises that would emit an odor of any type into or around any part of the Building. Lessee shall promptly comply with and execute all of the above mentioned Laws and all rules at Lessees own cost and expense. Lessee shall pay for any increases in Lessor's insurance due specifically to Lessee's use of the Premises or Building and for all damage and any amounts expended by Lessor to correct a breach by Lessee of this Section. On or prior to the Commencement Date and at all times daring the Term of this Lease and any extensions or renewals of this Lease, Lessee shall, at its expense, obtain and maintain all permits, licenses and other governmental authorizations which are necessary for the operation of its business in accordance with Section 3.1.

3.5. Inventory, Staff and Fixtures. The Lessee shall maintain available a substantial stock of goods, wares and merchandise adequate to ensure successful operation of the Lessee's business, and shall employ and maintain sales and other personnel sufficient at all times for proper service to customers. However, the Lessee shall store and stock in the Premises only such inventories as the Lessee intends to sell at retail from or on the Premises, and unless otherwise agreed by the Lessor, the Lessee shall use for office, storage and other non-selling purposes only such space in the Premises as is reasonably required to maintain the Lessee's retail sales in the Premises. The Lessee shall install and maintain at all times in the Premises modern and high quality fixtures, furnishings, fittings and equipment adequate, appropriate and properly laid out to maximize the Lessee's retail sales.

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# Consult your lawyer before signing this lease

## NEW YORK APARTMENT LEASE AGREEMENT

Landlord and Tenant agree to lease the Premises at the rent and for the term stated:

| PREMISES:          | UNIT:               |  |
|--------------------|---------------------|--|
| LANDLORD:          | TENANT:             |  |
| Date of Lease:     | Annual Rent \$      |  |
| Lease Term:        | M onthly Rent \$    |  |
| Commencement Date: | Security Deposit \$ |  |
| Termination Date:  |                     |  |

### 1. Use and Occupancy The Unit may only be used strictly for residential

purposes and may only be occupied by Tenant and Tenant's spouse and children.

## 2. Inability to Give Possession

The failure of Landord to give Tenant possession of the Unit on the Commencement Date shall not create liability for Landlord. In the event that possession of the Unit is not delivered on the Commencement Date. Monthly Rent hereunder shall begin on the date that possession of the Unit is delivered to Tenant and shall be prorated for that portion of the month in which possession is delivered.

### Tenant shall pay Monthly Rent in full on the first day of each month of the Lease. Monthly Rent shall be paid in advance with no notice being required from Landlord.

Tenant shall not deduct any sums from the Monthly Rent unless Landlord consents thereto in writing. Upon signing this Lease, Tenant shall pay Landord the first Monthly Rent due and the Security Deposit. The entire amount of rent due for the Lease Term is due upon signing this Lease; however, Landlord consents to the

Tenant paying same in monthly installments provided

there exists no defaults by Tenant under the terms of this Additional Rent may include, but is not limited to any additional insurance premiums and/or expenses paid by Landlord which are chargeable to Tenant as stated ereinafter. Additional Rent is due and payable with the

Monthly Rent for the next month after Tenant receives notice form Landlord that Additional Rent is due and payable.

## 4. Condition of Unit

Tenant acknowledges that Tenant is accepting the Unit in its "as is" condition. Tenant further acknowledges that Tenant has thoroughly inspected the Unit and has found the Unit to be in good order and repair and that the appliances, if any, are in good operating condition. Tenant further states that Tenant knows how to operate the appliances and shall do so in accordance with the manufacturer's instructions.

The Security Deposit is due upon the Tenent signing this Lease. The Security Deposit shall not be used for the payment of Monthly Rent unless agreed to, in writing, by Landlord and Tenant. Landlord shall deposit the Security Deposit in a bank insured by the FDIC and same will accrue interest if mandated by law. Within ten [10] days after Tenant surrenders possession of the Unit at the expiration of the Lease Term, Landlord shall return the Security Deposit, less any cost of repairs as authorized by

this Leage, to Tenant at an address Tenant provides.

## 6. Services and Utilities

Tenant is responsible for paying all electric, gas, water, telephone and any other utilities allocated to the Unit. Use of a dishwasher, clothes washer and druer machines, freezer, air purifier, portable heater, air conditioner or similar appliances is prohibited without Landlord's written consent.

Landord will supply (a) heat, in such quantity and for such time as mandated by law, (b) hot and cold water, (c) air conditioning, if already existing in the Unit, (d) garbage removal from the Premises (the "Services"). If the Services are temporarily interrupted due to an accident, emergency and/or repairs, Tenant's obligation to pay rent, in full, shall not be affected thereby.

Landford will also supply a refrigerator, stove/oven. dishwasher, window air conditioning unit, clothes washer and clothes dryer (the "Appliances"). Any damage to the Appliances which is caused by the wilful and/or negligent. acts of Tenant may be repaired by Landlord, the cost of which shall be Additional Rent.

# 7. Furnishings

The Unit is being delivered (furnished) (unfurnished). If furnished, Landlord has given an inventory of the furnishings which inventory has been signed by Tenant and Landlord. Tenant acknowledges that said furnishings are in good condition and Tenant accepts same in "as is"

8. Repairs and Alterations Tenent shall maintain all appliances, equipment, furniture, furnishings and other personal property included under this Lease and, upon the surrender of the Unit on the Termination Date. Tenant shall surrender same to Landlord in the same condition as received, reasonable wear and tear excepted. Tenant shall make all repairs which become necessary due to Tenant's acts and/or negligence. If Tenant does not make such repairs. Landlord may do so, the cost of which shall be Additional Rent. In the event that Tenant defaults under the terms of this Paragraph 9, Landlord may make necessary repairs or replacement, the cost of which shall be deducted from

the Security Deposit. Tenant shall not make any alterations, additions, modifications and/or changes to the Unit during the Lease

# 9. Maintenance of Unit

Tenant shall maintain the Unit in a nest, clean and presentable condition.

### Pets of any kind or nature (shall (shall not) be allowed in the Unit.

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11. Damage, Fire or Other Catastrophe In the case of fire damage or other damage to the Unit. not caused by Tenant, Tenant shall give Landlord

| Agreement to lease<br>and pay rent: | 7.       | Overtenant sublets the premises to the Subtenant for the Term. Overtenant states that it has the authority to do so. The Subtenant agrees to pay the Rent and other charges as required in the Sublease. The Subtenant agrees to do everything require in the Sublease.   |   |   |   |  |
|-------------------------------------|----------|---|---|---|---|--|
| Subject to:                         | 8.       | The Sublease is subject to the Over-Lease. It is also subject to any agreement to wh<br>the Over-Lease is subject. The Subtenant has read and initialed the Over-Lease and<br>will not violate it in any way.   |   |   |   |  |
| Overtenant's<br>duties:             | 9.       | The Over-Lease describes the Landlord's duties. The Overtenant is not obligated perform the Landlord's duties. If the Landlord fails to perform, the Subtenant missend the Overtenant a notice. Upon receipt of the notice, the Overtenant shall to promptly notify the Landlord and demand that the Over-Lease agreements be court. The Overtenant shall continue the demands until the Landlord performs. |   |   |   |  |
| Consents                            | 10.      | The Landlord's consent to the Sublease is required and this consent must be received within 10 days from the date of this Sublease. If the Landlord's consent is not receive within this time, the Sublease will be void. In such event all parties are automatical released and all payments shall be refunded to the Subtenant.   |   |   |   |  |
| No Authority:                       | 11.      | L. The Subtenant has no authority to contact or make any agreement with the Landlors<br>about the premises of the Over-Lease. The Subtenant may not pay rent or other<br>charges to the Landlord, but only to the Overtenant.   |   |   |   |  |
| Successors:                         | 12.      | Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to<br>the rights or take the place of the Overtenant or the Subtenant. Examples are an<br>assign, heir, or legal representative such as an executor of your will or administrator<br>of your estate.   |   |   |   |  |
| Changes:                            | 13.      | L. This sublease can be changed only by an agreement in writing signed by the parties of<br>the Sublease.   |   |   |   |  |
| Cancellation:                       | 14.      | right for any reaso<br>Said notice may be<br>delivery to the Sut<br>this paragraph, the<br>(the "Vacate Date"<br>addition to all oth-<br>fees incurred in er<br>In addition, the Su   | in to terminate the<br>e served by deliver<br>oterant. If the Sub-<br>en the Subtenant<br>(1) and if the Sub-<br>er remedies, the Conforcing these term<br>obtenant shall be if | of the Sublease, the Overton Sublease upon 30 days not be Subtenant by over blease is terminated pursuant shall vacate by the date set nant fails to vacate by the Vovertenant shall be entitled ins, including reasonable attable for use and occupancy of Date until the Overtenant | tice to the Subtenant,<br>night mail or personal<br>at to the provisions of<br>forth in said Notice<br>facate Date, then in<br>to recover all legal<br>orneys fees and costs<br>in the amount of \$25 |  |
|                                     | OVERTE   | NANT:   |   | SUBTENANT:  |   |  |
|                                     | Signatur | e e   | Date  | Signature   | Date  |  |
|                                     | PERM     | ime:  |   | Print Name  |   |  |
|                                     |          |   |   |   |   |  |

New York Month to Month Rental Agreement (Tenancy at Will) entered into this (hereinafter referred to as "Landlord") and (hereinafter referred to as "Tenant"). WITNESSETH: WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in \_\_\_\_\_County, New York, such real property having a street address of WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein, and WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows: TERM. This Agreement shall commence on \_\_\_\_("Commencement Date"). [check either A or B] Month-to-Month: This Agreement shall continue as a month-to-month benancy. If at any time Tenant desires to terminate the tenancy, Tenant may do so by providing to Landord written notice of intention to terminate. Such notice to terminate must be provided to Landord at least 30 days prior to the desired date of termination of the tenancy. If to the desired date of termination of the tenancy, if at any time Landford desires to terminate the tenancy, Landford may do so by providing to Tenant such written notice of intention to terminate at least 30 days prior to the desired date of termination of the tenancy. Notices to terminate may be given on any calendar day, irrespective of Commencement Date. 2. RENT. Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. However, the Security Deposit shall not be considered Rent. Tenant shall pay to Landlord DOLLARS (\$\frac{1}{2}\) per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day seach calendar month and shall be considered advance payment for that month. If not remitted on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month. In the event that the Commencement Date to the 1st of the calendar month. Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period. In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Landlord may require in writing that Tenant pay Rent in cash for three months, and that all future Rent payments shall be remitted by Tenant to Landlord by money order or cashier's check. SECURITY DEPOSIT. As a security deposit, Tenant shall deposit with Landford the sum (not to exceed the equivalent of one month's rent) of Endord Under New York law, the type of dwelling determines how the Landord must handle the security deposit.

Therefore, the parties shall place their inflain ster the appropriate provision.

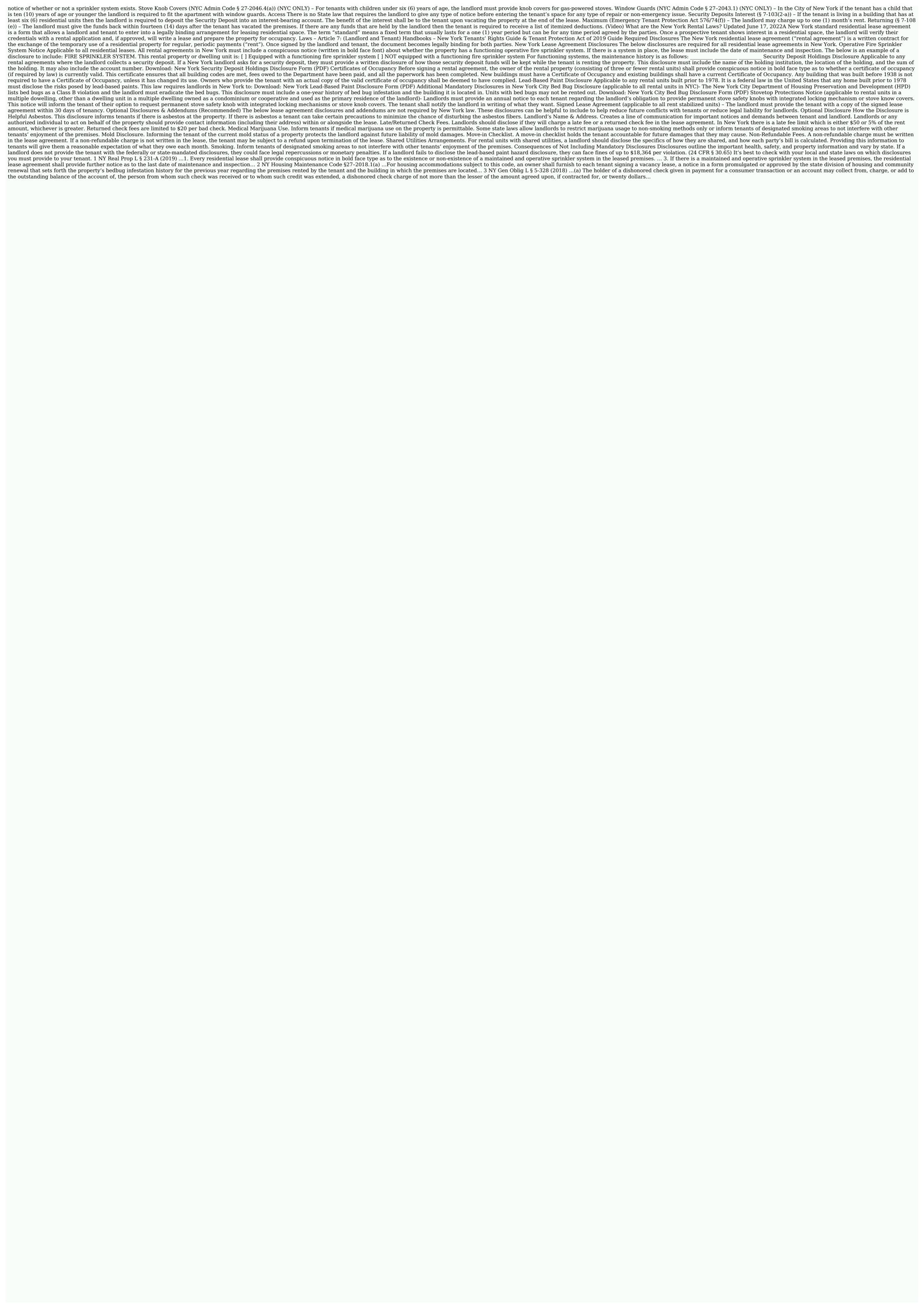
If the Premises is a house, duplex, or an apartment in a building with five or fewer units, then the following provision shall apply. Such security deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement. In the event that Landford shall at any time apply any such security deposit to cover unpaid rent, the late fee, or to repair damage caused to the Premises, then, upon the request of Landford to Tenant specifying the amount so applied. Tenant shall immediately deposit with Landford, as an additional security deposit, the amount so applied, so that the security deposit held by Landford shall at all times during the

State of New York

[Initial after only one of the following two provisions:]

# **NEW YORK LEASE AGREEMENT**

| This Lease Agree                      | ement (this "Agreement") is m  | ade this, 2  | 0 by and              | between:             |
|---------------------------------------|--|--|-----------------------|----------------------|
| Landlord:                             | (*Lanc   | llord") AND  |                       |                      |
| Tenant(s):                            |  |  |                       | ("Tenant").          |
| and severally. Ea<br>in accordance wi | e is more than one Tenant, ea-<br>sch Tenant is jointly and sever<br>th all other terms of this Agree<br>"Party" and collectively as the | ally liable to Landlord for<br>ment. Each Landlord a | or payment of         | rent and performance |
| 1. Premise                            | s. The premises leased is a/a  | n □ apartment □ ho                                   | use 🗆 cond            | ominium 🗆 room       |
| □ townit                              | nouse   duplex   semi-d  | etached house  oth                                   | er:                   | with:                |
| (a)                                   | _ bedroom(s)<br>_ bathroom(s)  |  | White is a second     |                      |
| (b)                                   | _ bathroom(s)  | the second has been been as a line on a              | C Pharmacol Laborator |                      |
| (c)                                   | parking space(s)  Parking  | is not included with the                             | Premises              |                      |
| located at                            | , City of  | , State of   |                       |                      |
| (the "Premises").                     |  |  |                       |                      |
| Charana                               |  |  |                       |                      |
| Storage:                              | includes the following storage   |  |                       |                      |
| ☐ The Premises                        | includes the lollowing storage   | space  |                       |                      |
| Furnishings: (che                     | ock one)   |  |                       |                      |
|                                       | is NOT furnished.  |  |                       |                      |
|                                       | includes the following furnishi  | nos:   |                       |                      |
|                                       | more and removing resident   |  |                       |                      |
| Additional descri                     | iption of the premises:  |  |                       |                      |
|                                       | Lease. Landford agrees to le   |  | ant agrees to         | lease from Landlord, |
| according to the                      | terms and conditions set for th  | nerest, the Frentises.                               |                       |                      |
| 3. Term. This Ag                      | reement shall be considered a  | c (check one)  |                       |                      |
| ☐ Fixed Lease.                        | This Agreement will be for a te  | rm beginning on                                      | . 20                  | and ending on        |
| . 20                                  | (the "Term"). At the end of  |  |                       |                      |
|                                       | nth-to-month holdover tenancy  |  | flord accepts         | a rent payment from  |
| Tenant, o                             | other than past due rent or add  | ditional rent, after the Tr                          | erm expires.          | both parties         |
|                                       | nd that a month-to-month hold  |  |                       |                      |
| 90000000000000                        | ess proper notice has been se  |  |                       |                      |
| 2,000,000,000,000                     | wishes to end the month-to-m   |  |                       |                      |
|                                       | tten notice before the desired   |  |                       |                      |



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