**Agreement Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**1. Location, Landlord and Tenant**
Agreement between Kevin Muir (Owner), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Tenant), for a dwelling located at 457 Prospect Place, Apartment 3B, Brooklyn, NY 11238. Without the Owner’s prior written permission, no persons other than those listed as Tenant in this Agreement may live in the condominium.

**2. The Building, The Room and The Common Living Areas**In consideration of the rent payment to be paid by the Tenant and of the other covenants and agreements herein contained, the Owner rents to Tenant the Room. The Tenant shall accept the dwelling "as is," having already inspected it.

Tenant shall use the Room and Common Living Areas only for residential purposes. Tenant shall not use or allow the use of the Room or Common Living Areas in any way that interferes with other tenant’s use and enjoyment of the Room, the Shared Common Living Areas or the Neighboring Property. Tenant shall not use the Room or Common Living Areas for any business purposes. Tenant shall not use the Room or Common Living Areas for any illegal or improper use. The Tenant shall comply with all obligations imposed upon tenants by applicable provisions of the city, state and federal zoning and building ordinances, housing and health codes, protective covenants, and deed restrictions.

The Common Living Areas include the kitchen, the breakfast nook and the laundry areas. All parts of the apartment beyond the laundry areas are restricted and are for the sole use of the Owner.

The Tenant agrees to maintain the Room and Common Living Areas in a good, clean and sanitary condition during the entire length of this Agreement. Tenant also agrees to help keep the Common Living Areas, yards, and garbage areas of the apartment and the common building clean.

The Tenant agrees that the Room and the Common Living Areas shall be a non-smoking environment. No smoking is allowed anywhere in the Room or in the Common Living Areas.

The Tenant must pay for repairs of any and all damage, they or their guests, have caused. The Tenant must use a watertight pan underneath any mini-refrigerator used in Tenant’s room. The Tenant may not keep any liquid-filled furniture in this dwelling. The Tenant shall inform the Owner of any condition that may cause damage to the Room.

Parking is not available with the Room.

**3. Length of Agreement**Tenant agrees to lease one bedroom of this dwelling, with common living areas shared by Owner, beginning \_\_\_\_\_\_\_\_\_\_\_ and unless terminated, this agreement shall be renewed monthly. The Tenant or Landlord will provide at least 30 days notice prior to terminating this agreement.

Should the Tenant move before this Agreement expires, the Tenant will be responsible for paying rent through the end of the lease term or until another tenant approved by the Owner has moved in, whichever comes first. All costs associated with searching for a new tenant will be the responsibility of the Tenant.

**4. Payment Schedule and Details**The tenant agrees to pay the monthly rate of $1400 per month, payable in advance of the 5th day of each calendar month to the Owner, during the entire length of this Agreement. Payments should be made payable to Kevin Muir whose address is 457 Prospect Place, 3B, Brooklyn, NY 11238. A late fee of $50.00 will be assessed if the payment is not received by the 15th day of each month; on the 25th day of each month, the late fee will increase to $75.00. Owner will charge the Tenant the full amount of applicable late payments as well as bank charges for returned checks.

The First months rent is due prior to executing this agreement.

**5. Security Deposit**
The security/cleaning deposit on this dwelling is $1400, payable in advance to Kevin Muir. The security deposit is refundable if the Tenant leaves the dwelling reasonably clean and undamaged. The security deposit will earn interest during the term of the lease. Tenant may not use the security deposit as payment of the last month’s rent. Owner will refund all security deposits due within 30 days after Tenant has moved out completely and returned the keys, provided no rent, fees or other costs are due to the Owner. Should it be necessary to retain part or all of the security deposit due to damage, cleaning/trash removal, or unpaid fees, an itemized statement will be provided to the Tenant.

**6. Guests and Visitors**Overnight and weekend guests or visitors are permitted, with a maximum of two per tenant, and with the agreement of all the other current residents. The Tenant shall keep all gatherings of Tenants and their guests from becoming disorderly. The maximum number of guests allowed at any one time in the house will be 10. Tenant must notify Owner, and receive permission, for any party including more than two guests per Tenant.

**7. Utilities**Owner shall pay all utilities, including electricity, gas, water and cable internet. Tenant agrees to pay a $50.00 per month air conditioning fee to supplement electricity charges during the months of June, July and August only. Air Conditioning must be turned off when the Tenant is not in the Room (for example, during work hours). If a pet is present in the Room, the temperature can be kept no lower than 76 degrees Fahrenheit.

**8. Appliances, Furniture and Amenities**Owner shall provide a large double wardrobe and window treatments for the Room. Owner shall provide basic kitchen supplies, pots and pans, plates and utensils. Owner shall provide the following kitchen appliances: a refrigerator with a freezer, one dishwasher, one microwave, and one stove. Owner shall provide laundry facilities free of charge for the use of Tenant only. The Tenant shall not remove or add any furniture or window treatments to the common living areas of the house without first getting Owner’s written permission.

**9. Pets**The Tenant agrees that no pets, other than pets described in this agreement and agreed to by the Owner shall be allowed in the Room or in the Common Living Areas. Cats will not be considered in this apartment or in the Room due to allergies of the Owner. A small dog will be considered at the owner’s discretion. A refundable pet deposit of $300.00 will be charged prior to the beginning of this Agreement.

**10. Room Alterations**The Tenant shall make no alterations, additions or improvements to the Room (including the application of paints, stains, nails, or screws to the woodwork, walls, floors or furnishings) or otherwise physically alter, any part of the dwelling without first getting Owner’s written permission. The Tenant shall drill any holes or apply any adhesives, paint, or other substances to the woodwork anywhere in the house (i.e.: doors, window trim, door trim). Posters and pictures may be hung on the plaster walls, using plain adhesive tape, thumbtacks, pins, or small nails.

**11. Insurance**The Tenant acknowledges that the Owners insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall the Owner be held liable for such losses. Tenant agrees to hold the Owner harmless from claims for personal or property loss. Furthermore, the Tenant agrees to provide their own insurance and to name Owner as additional insured under Tenant’s insurance policy. Tenant agrees to file claims for any property or personal loss through their own insurance company.

**12. Entry for Repairs or Show**The Owner shall have the right to enter the Room at all reasonable times for the purposes of inspecting the Room and/or showing the Room to prospective tenants

or purchasers, and to make reasonable repairs or alterations as may be deemed necessary by the Owner for the preservation of the Room or the Building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Agreement. The Owner shall give reasonable notice of intent to enter the Room except in the case of an emergency or in the event that the air conditioning unit is left on in the Room when the Tenant is not present.

**13. Quiet Enjoyment**The Tenant shall be entitled to quiet enjoyment of the Room for the term of this Agreement provided that the Tenant pays rent in a timely manner and performs all covenants and obligations under this Agreement. The Tenant shall avoid making loud noises or disturbances and to play music or broadcast programs so as not to disturb other tenant’s and neighbor’s peace and quiet at any time.

**14. Possessions and Surrender of the Room**Upon Termination or expiration of this Agreement the tenant shall immediately surrender the Room, amenities, furniture, appliances and any other applicable aspects of the Room to the Owner, in as good condition as at the commencement of the Agreement. Reasonable wear and tear from use and obsolescence to the Room shall be accepted. The Tenant shall return a complete set of keys to the Owner and provide in writing the Tenant’s forwarding address. Furthermore, the Owner retains a Landlord’s Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the Room or Common Living Areas.

**15. Abandonment**Abandonment is defined as absence of the Tenant from the premises for a period of seven (7) or more consecutive days while rent or any other fees remain unpaid – whereupon Tenant will be considered in breach of this Agreement. If Tenant abandons the Room during the term of this Agreement, the Owner may enter the Room by any legal means, without being liable for such entering, and without becoming liable to the Tenant for damages caused upon entering. The Owner may consider any personal property belonging to the Tenant and left on the property to also have been abandoned, in which case the Owner may dispose of all such personal property in any manner the Owner deems proper without becoming liable to the Tenant for doing so.

The Owner may at its option terminate the Agreement and re-lease the Room, and may receive and collect all rent payable by virtue of such re-leasing. If this Agreement continues in force, the Owner may hold the Tenant liable for any rent due until the Room has been re-leased.

**16. Legal Fees**If the Tenant is in breach of this Agreement, and the Owner finds it necessary to enforce this Agreement, or collect rental or other damages through an attorney or in a legal action, the Owner shall be indemnified by the Tenant for any reasonable and related attorney’s fees and out-of-pocket expenses.

**17. Waiver**The Owner’s failure to enforce or insist on compliance with any provisions of this agreement shall not be deemed a waiver nor a limitation of the Owner’s right to enforce or insist on compliance with the provisions of this Agreement.

**18. Binding Effect**Except as otherwise provided in this Agreement, all of the covenants, conditions and provisions of this Agreement shall apply to and bind the parties and the heirs, personal representatives, successors and assigns of the parties.

**19. Assignment, Sub-lease and License**The Tenant shall not assign, sub-lease or license any part of the Room. An assignment, sub-leasing, or license without prior written consent of the Owner shall be absolutely null and void and shall, at the Owner’s option, terminate this Agreement.

**20. Amendment of Agreement**Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing and signed by both parties.

**21. Headings

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.**

**22. Entire Agreement

This Agreement constitutes the entire agreement between the Owner and the Tenant and supersedes any prior written or oral covenants or representations relating thereto and not set forth herein shall not be binding on either party. This Agreement may not be amended, modified, extended, or supplemented except by written instrument by the Owner and the Tenant. The Owner has made no representation or warranty to Tenant except as herein expressly set forth.**

**23. Severability

Should any conflicts arise between any party of this Agreement and the applicable legislation of the State of New York, the State Laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the State Laws. Furthermore, any provisions that are required by State Laws may be subsequently incorporated into this Agreement.**

**In the event any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.**

Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction.

The Owner and the Tenant indicate by their signatures below that they have read, understand, and agree with the terms and conditions of this Agreement in its entirety.

**Owner Name: Kevin Muir Signature: Date:**

**Tenant Name (print): Signature: Date:**