

1155 Fairdale Glen, Farmington, New York 14425
Telephone: (585) 924-3060
Facsimile: (585) 924-3468

LEASE AGREEMENT

This Lease is entered into on **December 7, 2006** between Fairdale Townhomes (called the "Landlord") and **John Doe** (called the "Tenant"). Fairdale Townhomes owns and operates the Fairdale Townhomes (called "Fairdale Townhomes" and/or "Community") with an office located at 1155 Fairdale Glen, Farmington, New York 14425. Tenant desires to lease the Fairdale Townhomes Number **0000** with an address of **0000 Fairdale Glen** (called the "Townhome"). Landlord and Tenant hereby agree that subject to the terms and conditions contained in this Lease Agreement and for good consideration, Tenant may occupy the Townhome for the term beginning **January 1, 2007** and terminating on **December 31, 2007** at noon.

A. OBLIGATIONS OF TENANT.

1. Rent and Manner of Payment

Tenant shall pay rent of **Ten Thousand Six Hundred Eighty Dollars and Zero Cents (\$10,680.00)** the term of this Agreement, payable in monthly installments of **Eight Hundred Ninety Dollars and Zero Cents (\$890.00)** due no later than the 1st day of that month. Rent shall be paid to Fairdale Townhomes at 1155 Fairdale Glen, Farmington, New York 14425, or any other address Landlord notifies Tenant to use. If Tenant fails to pay any rent or Additional Rent payment by the 3rd day of the month when due, Tenant will pay an administrative fee of \$50.00 plus a late charge equal to \$5.00 per day until full payment is made, including any Additional Rent. All Additional Rent shall be due on the 1st day of the month incurred, unless otherwise set forth in this Lease. Late charges and interest will be deemed Additional Rent, if not paid during the calendar month when due. If any check given by Tenant is returned by Tenant's bank for insufficient funds, Tenant will pay a bad check charge of \$50.00, and will be subject to above described fees for late payment: Thereafter, all of Tenant's payments must be made by cash, certified check, or money order. In the event that Tenant fails to make any payment when due, Landlord shall have the option to require immediate payment of all remaining annual rent for the lease term. Tenant may not withhold any sum or set-off against any Rent or Additional Rent for any reason.

2. Security Deposit

Upon execution of this Lease, Tenant has paid to Landlord **Five Hundred Dollars (\$500.00)** as security which will be deposited in M & T Bank. The security deposit, less sums used by Landlord as provided herein, will be returned to Tenant subject to the following conditions:

- a. The full term of the Lease has expired;
- b. Tenant gives to Landlord two (2) full calendar months written notice of lease termination prior to expiration of the lease term;
- c. Tenant and Tenant's guests and invitees shall not have damaged the Townhome, the Community or other property of the Landlord;
- d. The entire Townhome including range, exhaust fan, refrigerator, bathroom, closets and cabinets, shall be clean and returned in substantially the same condition as at the beginning of the lease less normal wear and tear;
- e. There shall be no stickers, scratches on or holes in the walls, woodwork or flooring. Small nail holes are permitted;
- f. All lights and bulbs shall be operational and work;
- g. There shall be no unpaid rent or Additional Rent, late charges, outstanding water bills or any other moneys due from Tenant to Landlord;
- h. Tenant shall return all keys to Townhome to Landlord upon vacating by Tenant; and
- i. No items such as trash, furniture, etc. should be left in the townhome. If not removed by Tenant upon vacating, Tenant will be charged for removal of the items.

Landlord may deduct from the security deposit the cost of compliance with any of the forgoing conditions or other obligations pursuant to this lease, which Tenant fails to comply with, including deductions for labor and materials.

3. Use

Tenant will use the Townhome only as a primary dwelling. Tenant represents to us that only the following persons (and no others) will occupy the Townhome discretion of any change in the occupants, subject to applicable law.

John Doe

4. Utilities

Tenant shall directly secure and pay for all utilities used in the Townhome, including gas and electric as billed. Tenant shall pay for water and sewer service, as billed by Landlord or any third party designated by Landlord. Tenant shall pay for trash removal and agrees to use the waste removal company designated by the Landlord. Tenant shall make all payments pursuant hereto in a timely manner. In the event that Tenant fails to make any payment pursuant to this paragraph (or otherwise under this lease) when due, Landlord may pay the same and charge the same to Tenant as Additional Rent due immediately.

- a. Tenant shall arrange with the appropriate gas & electric service to be transferred or turned on in the leased premises on the first day of the lease term, regardless of actual intended move in date. The tenant shall keep the utilities for the leased premises "on" and continuing to the leased premises until the last day of

Initial _____

the lease term, as noted above. Any costs incurred by the landlord due to tenants' delayed gas & electric transfer or turn on to the leased premises or early utility shutoff before the end of the lease term will be charged to the tenant as additional rent.

5. Maintenance, Repairs and Alterations

Tenant will take good care of the Townhome and will keep the same clean and in good order and repair, less reasonable wear and tear.

- a. Tenant will pay to the Landlord the cost to repair all damage caused by Tenant, Tenant's guests and invitees to the Townhome and Community. Landlord shall have the right to make such repairs and charge the cost thereof to Tenant as Additional Rent.
- b. Tenant will not abandon or leave the Townhome vacant during the Lease Term. If at any time during the Lease Term, Tenant has removed all or substantially all of the permanent property from the premises, the Landlord shall have the right to enter the townhome in order to clean and redecorate the Townhome without affecting or changing any of the terms of this Lease, with no abatement to rent.
- c. Tenant will not without Landlord's written approval:
 - i. Install any paneling, flooring, built-in decorations, partitions or railings, do any painting or wall papering or make other alteration to the Townhome;
 - ii. Drill into or attach anything to floors, walls or ceiling of the Townhome;
 - iii. Install, change or remove any locks, chain-guards, or security systems of the Townhome;
 - iv. Bring into the Townhome any dishwashing, heating, ventilation, dehumidifying or air-conditioning units or water-filled furniture;
 - v. Install any shades, blinds, screens, window guards or signs (other than curtains or drapes) in or outside the windows of the Townhome, or permit any accumulation of refuse in the Townhome.
- d. Tenant will use reasonable care to use and maintain the carpeting in the Townhome in substantially the same condition as delivered to the Tenant, except reasonable wear and tear. If Tenant chooses to clean the carpet during the Lease Term, Tenant will do so pursuant to manufacturer's specifications. **At the end of the Lease Term, Tenant will pay a one time, non-refundable carpet cleaning fee in the amount of \$80.00 for a two bedroom townhome, or \$95.00 for a three bedroom townhome, or \$120.00 for a four bedroom townhome.** These prices may vary if there are any additional fees or charges (e.g. additional stain removal). This fee shall be payable as Additional Rent and due with the last Rent for the Lease Term. In the event that Tenant does not pay said Additional Rent for carpet cleaning, Landlord will withhold the same amount from the Security Deposit. At management's discretion.
 (Initials)
- e. Vehicles shall be parked as designated by Landlord. Tenant is provided parking for two vehicles per Townhome. Tenants, their guests and invitees shall park only in the garage and driveway designated for the Townhome. Tenants shall not block or park in any turnaround spots, any roads, or block any access to any other Townhome or in or out of the Community.
- f. If Tenant is locked out of their Townhome after the Rental Office has closed, Tenant will contact a locksmith to let them into their unit at their own expense.
- g. At Landlord's sole option, any or all alterations made by Tenant to the Townhome shall either become the property of Landlord without reimbursement to Tenant or be removed at the end of the Lease Term and the Townhome restored to its original condition, all at Tenant's expense. Any such costs may be charged to Tenant as Additional Rent.

6. Compliance with Rules and Regulations

Tenant agrees to abide by the rules and regulations for the Community, a copy of which is provided with this Lease. Landlord may change these rules and regulations from time to time. Tenant may view the rules and regulations at the office of the Landlord or as otherwise directed by Landlord. Tenant shall use good and reasonable care in the use of all common and public areas, and property of Landlord.

7. Compliance with Laws

Tenant and Tenant's family, guests or visitors are required to comply with any laws or regulations in the Townhome or the Community. Tenant shall pay as Additional Rent the amount of any fines or penalties which Landlord is required to pay because of Tenant, or Tenant's family, guests, violation of any law or regulation affecting the Townhome or the Community.

8. Renter's Insurance

Tenants are urged to carry Renters' Insurance on their personal property as Landlord cannot and does not insure Tenant's personal property against loss and damage.

9. Laundry Installation and Rental

a. Installation and Liability

Tenant may install and use a washer and/or dryer in the Townhome upon at least three (3) days prior

written notice to Landlord. Tenant remains solely responsible for the installation, removal, maintenance and repair of any washer or dryer. Tenant shall remain solely liable for any damage arising in connection or caused by the washer or dryer, and/or the use and/or installation thereof.

b. Indemnification

Tenant shall, on demand, indemnify, defend and hold harmless Landlord for, from and against any and all claims, damages and losses, including reasonable attorney's fees and other costs and expenses, arising from the use, operation, installation and/or otherwise in connection with any washer and/or dryer in the Townhome or intended for Tenant's use, whether provided by Landlord or otherwise secured by Tenant.

10. Pets

_____ Initial here if no pet – Pet(s) are not allowed in Tenant's Townhome without Landlord's written approval.

_____ Initial here if pet permitted -Tenant has permission to keep the following pet in the Townhome; subject to the terms of the Landlord's Pet Addendum, which shall be deemed to become part of the Lease.

Pet Type-Breed:

Name:

Landlord has given permission for Tenant to keep only the pet listed above and no others.

10. Notice to vacate at End of Term

Tenant must give Landlord at least sixty (60) days written notice of Tenant's intention to vacate the Townhome at the end of the lease term. If Tenant fails to give this notice, Tenant is in default of the Lease provisions and may be held liable for at least one additional month's rent, in addition to any other penalties applicable to default.

11. Cable TV

- a. Landlord provides cable television service to the Townhome for an additional \$35 per month.
- b. Such service currently consists of channels 3 through 99, which may change from time to time, and are called "Basic Cable."
- c. Tenant agrees to pay \$35.00 per month for Basic Cable, which amount shall be due and payable with the Rent as Additional Rent.
- d. If any services are reduced or disconnected because of matters beyond the control of the Landlord, Tenant may not withhold or reduce rent and Tenant's obligations hereunder shall not be affected thereby.

B. OBLIGATIONS OF LANDLORD

1. Utilities and Services.

Landlord shall furnish the following to Tenant:

- a. A furnace as required by law, an air-conditioner, normal maintenance and repairs to the external walls, structure and roof of the Townhome (unless damage caused by Tenant or Tenant's guest), and such other services as may be set forth in this Lease or required by law.

If any services are reduced or disconnected because of matters beyond the control of the Landlord, Tenant may not withhold or reduce rent and Tenant's obligations hereunder shall not be affected thereby.

2. Access by Landlord

Landlord may enter the Townhome at reasonable times on notice in order to make repairs, inspect or to show the Townhome to possible or actual purchasers, mortgage lenders, possible future residents, appraisers, workmen or contractors, except as otherwise provided herein. Landlord respects Tenant's privacy and will attempt to notify Tenant twenty-four (24) hours before entering Tenant's Townhome, except in cases of emergency. Landlord may enter the Townhome at any time without notice or Tenant's consent, at Landlord's sole discretion, in case of emergency. Tenant acknowledge that in some cases Landlord will need to enter Tenant's Townhome to handle an emergency or make ordinary repairs to another Townhome or part of the building in which the Townhome is located. If Tenant contacts Landlord to request a repair, then Landlord is not required to notify Tenant of the responding service call.

3. Assignment or Subletting

Tenant may not assign this Lease or enter into a sublease without Landlord's prior written consent. If approved by Landlord, Tenant will pay a one month's rent penalty as an administrative fee for set assignment, this fee will be due upon completion of sublet agreement. If Tenant makes an assignment or sublease, with or without the consent of Landlord, Landlord may collect rent from the new Tenant and credit it to any sums Tenant may owe Landlord under this Lease. Collection of rent from the new Tenant does not indicate Landlord's consent to the assignment or sublease. Tenant shall remain liable under this lease unless released in writing by Landlord, as determined in Landlord's sole discretion.

4. Condition of Townhome on Renting

Landlord shall deliver the Townhome in good order and repair. Tenant has inspected the Townhome and agrees that the same is in good order and repair. Tenant accepts the Townhome and all furnishings in their present condition "as is", and Landlord has not promised to do any work as part of Tenant's agreeing to occupy the Townhome.

C. GENERAL OBLIGATIONS

1. Damage to Townhome or to Fairdale Townhomes Community

If the Townhome is damaged by fire, storm or other casualty such that it is uninhabitable, then this Lease shall terminate as of the date of the casualty and rent shall be paid up to the date of the casualty by Tenant. Upon termination of this Lease, Tenant shall deliver the Townhome to Landlord together with any sums due to date. However, if the Townhome is damaged by casualty but remains habitable, then Landlord may so terminate the Lease or determine that this Lease shall continue, but Tenant's rent shall be reduced in proportion to the area within the Townhome which is not habitable until the Townhome has been repaired. Decks or balconies and other nonessential elements of the Townhome shall not be counted in determining the habitable parts of the Townhome.

If any part of the Community is damaged by casualty, even if the Townhome is not damaged, Landlord also shall have the option to terminate this Lease as determined by Landlord.

If the Townhome or any part of the Community is damaged or destroyed by casualty resulting from any act by Tenant or any of Tenant's family, guests, or visitors, Tenant shall be liable to Landlord for the costs of any such damage and Tenant shall upon demand pay Landlord such costs as Additional Rent.

2. Condemnation

If any or all of the Townhome is taken by a governmental agency or other body having the right to take property, this Lease shall end on the date of the taking and Tenant shall have no claim for the value of the Lease or any part of any award for the taking, all of which shall belong to Landlord. Any rent paid by Tenant after the date of the taking shall be refunded to Tenant, pro-rated to date of taking. Upon termination of this Lease, Tenant shall deliver the Townhome to Landlord together with any and all sums due to that date.

3. Removal at End of Term

At the end of this Lease, Tenant will leave the Townhome by 12:00 noon on the last day of the Lease Term or date of termination, and leave the Townhome in good condition and substantially the same condition as delivered to Tenant, subject to only reasonable wear and tear, vacuum cleaned. Tenant will remove all Tenant's personal property from the Townhome. If Tenant fails to leave the Townhome when the Lease ends, Tenant shall be in default of the Lease and shall pay rent for any holdover period at the rate per month of 200% of the monthly installments for the immediately previous Lease Term and also pay Landlord for any and all damages Landlord sustains as a result of the Tenant's failure to vacate the Townhome. In the event that Tenant vacates the Townhome and leaves behind personal property or any type, Tenant hereby consents to Landlord disposing of such property as determined by Landlord and to immediately pay all costs of such disposal, with interest at the maximum rate allowed by law.

4. Default

Tenant will be in default under this Lease if Tenant does any of the following:

- a. Tenant fails to pay rent or additional rent when due; or
- b. Tenant assigns this Lease or sublets the Townhome without Landlord's written consent; or
- c. Tenant violates any term of this Lease, any Term of any signed Addendum to this Lease, the Rules and Regulations or any other agreement between the parties; or
- d. Tenant or Tenant's family, guests, or visitors engage in illegal, improper or objectionable conduct.

Landlord will give Tenant written notice of default specifying the default and Tenant will have three (3) days to cure the default, except in the event of default in payment of rent or Additional Rent. If Tenant fails to cure the default within the three (3) day period, Landlord shall have the option to terminate the Lease by giving written notice to Tenant and/or Landlord may turn Tenant over to a collection agency and/or bring legal action against Tenant to recover possession of the Townhome and all amounts Tenant may owe including rent, Additional Rent, expenses incurred in recovering possession, re-renting or repairing the Townhome or Community, attorneys' fees resulting from attempts to take possession of the Townhome and amounts due under the Lease, disbursements, penalties and interest. In the event of default in payment of rent or Additional Rent, Landlord shall have the option to deliver notices as provided above for other defaults or to give a single written notice of default specifying the default and terminating the lease effective immediately, and/or Landlord may turn Tenant over to a collection agency and/or bring legal action against Tenant to recover possession of the Townhome and all amounts Tenant may owe including rent, Additional Rent, expenses incurred in recovering possession, re-renting or repairing the Townhome or Community, attorneys' fees resulting from attempts to take possession of the Townhome and amounts due under the Lease, disbursements, penalties and interest. Tenant shall pay all Landlord's costs and expenses in the enforcement of this Lease, including all reasonable attorney's fees, costs and

expenses.

In the event of default under this Lease, Landlord may re-rent the Townhome and any rent received shall be applied to all amounts Tenant may owe including rent, Additional Rent, expenses incurred in recovering possession, re-renting or repairing the Townhome or Community, attorneys' fees, disbursements, penalties and interest.

In the event of default by the Tenant under this Lease, Tenant agrees that Landlord may apply the Security Deposit to any and/or all amounts Tenant may owe including rent, additional rent, expenses incurred in recovering possession, re-renting or repairing the Townhome or complex, or in enforcing the terms of this lease; attorneys' fees; disbursements; and penalties.

5. Limited Liability

Landlord shall not be liable for injury or damage to Tenant, Tenant's guests or invitees and Tenant hereby releases Landlord from any such liability. Tenant hereby indemnifies and holds Landlord harmless for, from and against all claims, losses or damages, including all reasonable attorney's fees, costs and expenses, arising from any such injury or damage. In any action against Landlord by Tenant, Tenant's family or guests, recovery shall be limited to liquidated damages in the amount paid by Tenant to Landlord under the terms of this Lease.

6. Miscellaneous

- a. Tenant represents that all statements made on his/her application and in this Lease are true and correct;
- b. If more than one person signs this Lease, then each person agrees to be jointly and severally liable for all obligations under this Lease. This means that Landlord can collect the full amount owed hereunder from any one Tenant;
- c. Landlord's failure to enforce any provision of this Lease shall not prevent Landlord from enforcing the same or any other provision at a later time;
- d. This Lease may be changed only by a written agreement signed by both parties. The Rules and Regulations may be changed at any time;
- e. This Lease is binding on Tenant and Landlord and their respective successors, assigns, heirs, executors, administrators and personal representatives;
- f. If any provision of this Lease is unenforceable, the rest of the Lease will be unaffected.
- g. This Lease is and shall be subject and subordinate to all ground and underlying leases and to all mortgages, which may now or later affect such leases or the Community and to all renewals, modifications, consolidations, replacements and extensions of any leases or mortgages.

7. Waiver of Jury, Counterclaim and Set off

Tenant waives any right to trial by a jury in any matter which comes up between the parties under or because of this Lease. In a proceeding to get possession of the Townhome, Tenant shall not have the right to make a counterclaim or set-off.

8. Bankruptcy, Insolvency

If Tenant assigns property for the benefit of creditors, or Tenant files a voluntary petition or if an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or a Trustee or Receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant thirty (30) days notice of the cancellation of the term of this Lease. If any of the foregoing are not fully dismissed within such thirty (30) days, the Lease Term shall terminate as of the date stated in the notice. If the Lease is so terminated, Tenant shall be responsible for payment of such sums and damages as if Tenant defaulted by non-payment of rent, and Tenant shall pay all sums due pursuant to this Lease.

9. No Liability for Failure to Give Possession

Landlord shall not be liable to Tenant for failure to give possession of the Townhome when promised. If Landlord fails to do so, this Lease will remain in effect, but the term shall not be extended. Tenant shall not have to pay rent until possession is given.

10. Recreational Facilities

If Landlord shall provide any recreational facilities, including without limitation, fitness center for use by Tenants of the Community ("Facilities"), the use of all such Facilities shall be pursuant to Landlord's Rules and Regulations, as may be promulgated from time to time. No rights to the use such Facilities are created under this Lease and Landlord may, in its sole discretion, provide or eliminate any such Facilities at any time. In the event that such Facility is provided by Landlord, such Facilities shall not be used by anyone under the age of eighteen (18) unless accompanied and supervised by an adult age eighteen (18) or over, except that in the case of a fitness center, no one under the age of fourteen (14) shall use any equipment. All equipment provided must be used with reasonable care in a reasonable manner for its intended purpose and in compliance with any and all written Rules and Regulations and manufacturer's instructions, if any. Tenant hereby releases Landlord, its successors, assigns, from any and all claims and liability for any injury to persons or property incurred in connection with or as a result of the use of any Facility.

11. Addenda to Lease: Initial where applicable.

The following items are attached hereto and made a part of this Lease:

Pet Addendum Initial: _____ Dated _____

Rules and Regulation Initial: _____ Dated: _____

Guarantee Initial: _____ Dated: _____

Early Termination Agreement Initial: _____ Dated: _____

The parties have entered this Lease on the date first mentioned above, as evidenced by their signatures below.

LANDLORD:

Fairdale Townhomes

By: _____
Agent, Fairdale Townhomes Date

TENANT(S):

Witness _____

By: _____
John Doe Date

Witness _____

By: _____
Date

Witness _____

By: _____
Date

By: _____
Date

RULES AND REGULATIONS OF TOWNHOME

Tenant, any persons permitted to live in the Townhome with Tenant, and Tenant's guests must comply with these rules. Notice of new or changed rules will be given to Tenant. Landlord need not enforce rules against other Tenants. Landlord is not liable to Tenant if another Tenant violates these rules. Tenant receives no rights under these rules:

1. Disposable diapers, sanitary napkins or the like may not be disposed of through the sanitary sewer system; i.e. toilets, sinks, etc.
2. No fixtures or equipment shall be screwed, nailed or otherwise fastened to the walls or woodwork without prior written consent of the Owner. No so called "transfers" or "stickers" shall be applied to the walls, cupboards, or woodcut. Pictures may be hung using only small nails, brads and picture hangers.
3. Tenant shall not make or permit disturbing noises in the demised premises, common areas, or grounds, nor do or permit anything to be done, which may disturb other Tenants or create a nuisance. Radios, television sets, and other musical instruments shall be played softly at all times.
4. No signs, advertisements or illumination, other than domestic lighting shall be exposed from any window or other part of the building.
5. Laundry shall not be hung outside the townhome. No items shall be placed on the exterior of the leased premises, or in any common area, including in the hallways, laundry room or yard.
6. Grease and garbage shall be tightly wrapped in plastic bags and placed in receptacles provided for that purpose.
7. All trash recycling regulations must be observed.
8. The Tenant will be responsible for and pay the Owner for any damages to the building, carpeting, sidewalk, lawn, or any other part of the property caused by material being moved in or out by the Tenant, or Tenant's agents.
9. All windows shall be properly draped or equipped with curtains acceptable to the Owner. Plastic sheets or materials, towels or flags shall not be hung in windows or used as curtains or draperies. Owner will provide mini blinds for all windows.
10. No air conditioners or ceiling fans shall be installed in any townhome without Owner's prior written permission.
11. No materials may be stored on the premises which are hazardous to the occupants or the premises (explosives, fire hazard, fumes, etc.).
12. No balconies or patios may be used for storage.
13. No automobile may be parked on the premises for more than 24 hours if it is inoperable, unregistered, un-inspected, or unlicensed (said vehicle(s) will be removed at Tenant's expense). No automobile repairs may be made on premises.
14. Charcoal grills or similar cookers may not be used within eight (8) feet of the buildings. If used more than eight (8) feet from the building, the grill must be attended to at all times and removed when cool.
15. No kerosene space heaters may be used in or about the premises.
16. No sign, cards, or name plates are to be attached to the premises by the Tenant except in the space provided on the mail box.
17. No outside antennas or satellite dishes may be installed by Tenant.
18. No television or telephone cables may be installed or moved by the Tenant or his/her agents, except with the prior written consent of the Owner and under the direction and supervision of the Owner and Utility.
19. Alterations, painting, and/or decorating of the townhome and appurtenances by the Tenant is prohibited except with prior written permission of the Owner.
20. Tenant must report any trouble with light, heat, water, gas, appliances and any deficiency in maintenance or janitorial service immediately to the manager.
21. Tenant must allow Owner and Owner's agents to enter the townhome in accordance to the provisions of the Lease.
22. Tenant will be responsible for snow removal at front entrance, patios and garage entrance.
23. Tenant acknowledges receipt of the townhome entrance key and mail box key and will not duplicate keys. Duplicate keys may be obtained from the Owner for \$5.00 each. Tenant is to return keys to the Owner upon vacating townhome.
24. Owner shall not be liable, directly or indirectly, for loss of an article of personal property anywhere on the premises due to insufficient heat or excessive heat, fire, water, steam, exposure to the elements, or actions of third persons. Tenant is encouraged to obtain Renter's Insurance to cover such loss or damage.
25. Access to all windows shall not be obstructed to allow their use as emergency exits.
26. No extension cords may be used for electrical service outside the demised premises.
27. Tenant, if the owner of an automobile, must park all automobiles in the area assigned by the Owner. No trucks, campers, trailers, boats or any other vehicle or item shall be parked or stored anywhere on the premises.
28. Tenant agrees to keep garage door shut at all times except upon entering and exiting the garage.
29. Auctions, tag sales, moving sales or the like are not permitted in the townhome, garage or on the premises.
30. Waterbeds or furniture containing liquids are permitted provided that they have obtained written approval from the Landlord and Tenant has the proper Renter's Insurance to cover any resulting damage
31. No washing of vehicles on the premises.
32. Natural holiday decorations such as trees or wreaths must be removed from patio and balcony area by January 15th.
33. Garbage bin and toter must be stored inside garage at all times.

I have read the rules and regulations and hereby agree.

Witness: _____ By: _____ Date: _____

John Doe

Witness: _____ By: _____ Date: _____

Witness: _____ By: _____ Date: _____

Witness: _____ By: _____ Date: _____

GUARANTY OF PAYMENT

Guarantor and Address

Date of Guaranty _____

1. REASON FOR GUARANTY. I know the Landlord will not rent the Townhome to the Tenant unless I guaranty Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure the Landlord rents the premises to Tenant.
2. GUARANTY. I guaranty the full performance of the Lease by Tenant. My guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and all other money charges.
3. CHANGES IN THE LEASE HAVE NO AFFECT. This guaranty will not be affected by any changes in the Lease whatsoever. This includes, but is not limited to, any extension of time or renewal of the Lease, and the guaranty will bind me even if I am not a party to these changes.
4. WAIVER OF NOTICE. I do not have to be informed about any default of Tenant. I waive notice of non-payment and any other debt.
5. PERFORMANCE. If Tenant defaults, the Landlord may require me to perform without first demanding that Tenant perform.
6. WAIVER OF JURY TRIAL. I give up my right to trial by jury on any claim related to the Lease of this guaranty.
7. CHANGES. This guaranty can only be changed by a written agreement signed by the Landlord and myself.

GUARANTOR

STATE OF NEW YORK
 COUNTY OF Ontario

On the ___ day of _____, in the year 2006, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on this his instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

I am not required to have a guarantor, but I have read and understood the above information.

_____ (Initial)

PET ADDENDUM

THIS PET ADDENDUM is attached to and made a part of the certain Townhome Rental Agreement (the "Lease") between Fairdale Townhomes, Inc. ("Landlord") and John Doe ("tenant"), in connection with Townhome Unit 0000 Fairdale Glen ("Townhome") of Fairdale Townhomes located in Farmington, New York 14425 ("Community"). Landlord and Tenant agree as follows:

1. Landlord has the right to determine which pets are acceptable on the property, and no pet will be allowed without the prior written consent of Landlord; **no kittens or puppies** under one year of age are allowed. **Pet must be at least one year old.**
2. There shall be **no more than one pet** of any kind in the Townhome. All pets must weigh under 50 lbs.
3. Prior to pet approval, Tenant must provide Landlord with a photograph of pet for verification and identification.
4. Tenant agrees to keep Tenant's pet currently licensed and tagged with all inoculations required by various government authorities. Copies of pet's license and tags and vaccination records will be provided to the Landlord.
5. Tenant agrees to contain pet in an area not accessible to any maintenance or Landlord personnel when routine inspections or service requests are performed in the Townhome.
6. Tenant's pet will be kept inside the Townhome at all times except when on a leash and accompanied by Tenant and under Tenant's control. This applies to cats as well as dogs. The pet is not permitted to roam the Community unattended. All pets are excluded from the amenity and garden areas, as well as recreational areas.
7. If the pet becomes annoying, bothersome, or in any way a nuisance to Landlord or other residents and guests or to the Community's operation, upon notice from Landlord, Tenant agrees to permanently remove the pet from the Townhome.
8. If a pet has been in Tenant's Townhome, even temporarily (with or without Landlord's consent), Tenant may be charged for de-fleaing, deodorizing, and/or shampooing and may be responsible for paying all applicable deposits, fees, and additional rent.
9. Tenant shall not keep stray animals in the Townhome or on the grounds of the Community. For Tenant's protection and that of others, Tenant must notify Landlord immediately if Tenant notices any stray animals on the grounds.
10. In consideration of Landlord agreeing to allow Tenant to maintain a pet in the Townhome, Tenant agrees to deposit with Landlord, upon execution of this Addendum, the additional sum of \$200.00 with \$100.00 as a non-refundable cleaning fee. This additional security deposit is subject to all of the same provisions as described in the Lease with reference to security deposits.
11. The sum of \$35.00 per month will be added to the rent as a pet fee for pets under 50 lbs. and is non-refundable, but is a charge, as additional rent to the rent now due under the Lease.
12. Animal waste is a danger to health and sanitation. All pet owners are required to clean up after their animals. A \$25.00 charge will be assessed for each incident requiring cleanup by the Landlord.
13. Resident agrees to indemnify and hold Landlord harmless from and against any and all damages, claims, causes of action, liabilities, injuries suffered by persons, or damage to property of any kind, whatsoever, which arise out of or caused by Tenant's pet and any errors, omissions, or negligence in the supervision of such pet, including, but not without limitation injuries caused by any pet bites and diseases caused or carried by the pet.
14. Any Tenant who keeps a pet in the Townhome for any period of time shall maintain at their expense, public liability insurance with a combined single limit of not less than One Hundred Thousand Dollars (\$100,000) per occurrence insuring Tenant against claims of bodily injury to, or the death of, any person and for injury to, or destruction of, any property naming Landlord as an additional insured. Proof of such coverage or insurance shall be provided to Landlord by Tenant at the time of execution of this Pet Addendum and at any time upon Landlord's request including specific proof that the policy covers bites or other injury caused by the pet to be kept in the Townhome and Community. All policies shall be with companies and in form and content reasonably acceptable to Landlord.

_____, _____, _____, (Initials). I do not have a pet at this time. In the event that I do bring a pet into the Townhome, I will notify the office immediately, obtain required Landlord's prior written consent, pay the required deposits and fees, and abide by the above rules.

Type of Pet _____ Breed _____
 Name of Pet _____ Age _____ Color _____
 Weight _____ Shoulder Height _____ License Number _____

LANDLORD:
 Fairdale Townhomes

TENANT(S):

 John Doe Date

By: _____
 Fairdale Townhomes; Agent

 Date

 Date

EARLY TERMINATION AGREEMENT

AGREEMENT, made this _____ by and between Fairdale Townhomes, Inc. (called the "Landlord") the owner of Fairdale Townhomes (hereinafter called "Fairdale Townhomes" and/or "Community") with an office located at 1155 Fairdale Glen Farmington, New York 14425, and _____ ("Tenant").

WHEREAS, the parties have entered into a Lease on _____; and

WHEREAS, the parties herein agree to early termination of the Lease for events other an default,

IN CONSIDERATION of the covenants and conditions set forth herein and other good and valuable consideration between the parties, Landlord and Tenant hereby agree to the following:

1. In exchange for payment of the Termination Fee as defined in section (d) below, the Tenant shall be permitted to end the lease term at the end of a calendar month, except in the months of **November, December and January**, prior to the end of the lease term specified in the Lease, as if such early termination date were the date set forth in the Lease as the end of the lease term, subject to the following terms and conditions:
 - a. The tenant shall pay **\$750.00 (Seven Hundred and Fifty Dollars)** upon execution of this “Early Termination Agreement” plus an additional **\$750.00 (Seven Hundred and Fifty Dollars)** due upon submission of the attached “Early Termination Notice”. All monthly rent and sums due and payable to Landlord pursuant to the lease shall be paid through and by the date of termination, including the rent for every month until the lease is terminated pursuant to this agreement.
 - b. Tenant shall give to Landlord no less than two (2) complete calendar months prior written notice of Tenant’s intent to terminate the Lease pursuant hereto by using only the Early Termination Notice attached hereto. Tenant may only terminate the lease effective the last day of a calendar month.
 - c. The effective date of early termination of the Lease shall not be in the calendar months on **November, December or January**.
 - d. No portion of the early termination fee will be refunded, and Tenant shall remain responsible for all obligations pursuant to the Lease and this Agreement.
 - e. Tenant may not apply any portion of the early termination fee to Rent or any other amounts owed pursuant to the Lease. Tenant acknowledges that by execution of the Early Termination Agreement, Tenant is securing the right to change the term of the lease. This option of early termination is offered for Tenant’s convenience to provide Tenant with flexibility and an alternative to a yearly lease term.
 - f. Tenant shall pay a prorated cost for repainting and cleaning the Apartment as determined by Landlord, in sole discretion, which shall be due as directed by Landlord. Landlord may, but shall not be required to apply any security to such costs.
 - g. Tenant shall be in compliance with all terms of the Lease at the time notice is given and on the effective date of early termination of the Lease.
2. In the event that Tenant shall at any time (including any time after the giving of a notice of intent to terminate early) in default under the terms of the Lease or this Agreement, Tenant shall cease to have the right to terminate this Lease early and the Lease Term shall not be deemed to terminate early. In such case, Tenant shall then be obligated to comply with all terms and conditions of the Lease, including the payment of Rent for the full Lease Term and Tenant shall then have the right to early termination again only when Tenant shall be in compliance with the Lease. If such default shall occur after Tenant has given notice of their intent to terminate early, then Tenant shall be required to again comply with the terms of Paragraph 1 in order to exercise its early termination option.
3. This agreement shall be deemed to be a part of the Lease. All other terms of the Lease shall remain in force.
4. In order to exercise the option of early termination, Tenant must complete, sign and return the attached “Early Termination Notice,” with no other changes, together with a check in the amount of **\$750.00 (Seven Hundred and Fifty Dollars)**.

The Parties have entered this Early Termination Agreement on the date first mentioned above and the Tenant has paid as consideration \$750.00 (Seven Hundred Fifty Dollars), as evidenced by their signatures below.

LANDLORD:

Fairdale Townhomes

By: _____
Agent; Fairdale Townhomes, LLC. Date

TENANT(S):

Witness: _____

By: _____
Tenant name

Witness: _____

By: _____
Tenant name

- I have read the above information but I have chosen not to sign the Early Termination Agreement

_____ (Initial)

_____ (Initial)

EARLY TERMINATION NOTICE

This document is notice of Tenant’s intent to exercise the option of early termination described in the Early Termination Addendum to the Lease between Fairdale Townhomes, LLC and _____ dated _____ for the townhome located at _____ Fairdale Glen.

Attached is a check in the amount of _____ (\$750) as required pursuant to the aforementioned Lease. I understand that this payment is made in exchange for my right to change the duration of the lease term and exercise the option of early termination and that this payment will **not** be applied toward my rental obligation for the two (2) months, at the end of which this Lease shall terminate.

I further understand that this Notice must be accepted and signed by Fairdale Townhomes, Inc. in order for the Early Termination Addendum to become effective.

I hereby request the subject Lease to be terminated effective on: _____.
(The termination date must be the last day of a calendar month and at least sixty (60) days from the date this Notice is received by Landlord)

By: _____ Dated: _____
Tenant Name

By: _____ Dated: _____
Tenant Name

By: _____ Dated: _____
Fairdale Townhomes, Agent