

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this day _____

BETWEEN:

Spruce Manor Inc.

(the "Landlord")

- AND -

(the "Tenant(s)")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant(s) and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant(s) the apartment described as Apt. _____ Spruce Manor Inc., 3083 US Rte. 9, Valatie NY 12184 (the "Property"), for use as residential premises only.
2. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by Tenant(s) for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.
3. Subject to the provisions of this Lease, apart from the Tenant(s) and the Tenant(s)'s immediate family members, no other persons will live in the Property without the prior written permission of the Landlord.
4. No guests of the Tenant(s)s may occupy the Property for longer than one week without the prior written consent of the Landlord.
5. Tenant(s) specifically agrees that the apartment will not be sublet or rented to any third party without the express written permission of the Landlord, and furthermore, that Tenant(s) will not rent the apartment out for AirBnB or other overnight accommodation provider services and that such use of the apartment will constitute an immediate and material breach of this agreement and immediate termination of Tenant(s)'s tenancy under this agreement.
6. No pets or animals are allowed to be kept in or about the Property without the prior written permission of the Landlord. Upon thirty (30) days' notice, the Landlord may revoke any consent

previously given pursuant to this clause. Any approved pet will require an additional pet security of \$500.

7. Subject to the provisions of this Lease, the Tenant(s) is entitled to the use of parking on or about the Property for one vehicle only subject to our parking policies. The parking of any additional vehicles is solely at the discretion of the Landlord and requires the Landlord's written consent. Tenant agrees that Landlord may tow, at the Tenant's expense, any vehicles on the property not covered under this lease agreement or which consistently violate our parking policies.
8. The Tenant(s) and members of Tenant(s)'s household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.
9. The Property is provided to the Tenant(s) without any furnishings.

Term

10. The term of the Lease shall be on a month-to-month basis. Either party may terminate the tenancy with 60 days notice to the other party for any reason and without cause.
11. Any notice to terminate this tenancy must comply with the applicable legislation of the State of New York (the "Act").

Rent

12. Subject to the provisions of this Lease, the rent for the Property is \$_____ per month (the "Rent").
13. The Tenant(s) will pay the Rent on or before the first of each and every month of the term of this Lease to the Landlord Spruce Manor Inc., 3093 US Rte. 9, Valatie, NY 12184 or at such other place as the Landlord may later designate by cash, check or direct debit from a bank or other financial institution.
14. The Tenant(s) will be charged an additional amount of 7.5% of the Rent for any Rent that is received after the latter of the due date and the expiration of any grace period of fifteen days.

Security Deposit

15. On execution of this Lease, the Tenant(s) agrees that Landlord may continue to hold Tenant(s)'s Security Deposit of one month's rent \$_____ (the "Security Deposit") until the termination of the tenancy.
16. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
17. During the term of this Lease or after its termination, the Landlord may charge the Tenant(s) or make deductions from the Security Deposit for any or all of the following:
 - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant(s);

- c. unplugging toilets, sinks and drains;
- d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
- f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant(s) or by any person whom the Tenant(s) is responsible for;
- g. the cost of extermination where the Tenant(s) or the Tenant(s)'s guests have brought or allowed insects into the Property or building;
- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- i. fuel oil costs to ensure that the fuel oil tank is completely full before Tenant(s) vacate the property.
- j. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant(s)'s misplacement of the keys; and
- k. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant(s) for professional cleaning and repairs if the Tenant(s) has not made alternate arrangements with the Landlord.

- 18. The Tenant(s) may not use the Security Deposit as payment for the Rent.
- 19. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to the Tenant(s), or to such other person as the Tenant(s) may advise.

Quiet Enjoyment

- 20. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant(s) will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

Tenant(s) Improvements

- 21. The Tenant(s) will obtain written permission from the Landlord before doing any of the following:
 - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c. removing or adding walls, or performing any structural alterations;
 - d. installing a waterbed(s);
 - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;

- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Property any radio or TV antenna or tower;
- h. placing or storing any garden furniture, structures, or buildings in the yard areas;
- i. installing any garden areas or fencing in the yard areas.

Utilities and Other Charges

- 22. The Tenant(s) is responsible for the payment of all utilities in relation to the Property, including: electricity, fuel oil, propane gas, telephone, Internet and cable unless otherwise provided by separate written agreement as an addendum to this lease.
- 23. Tenant(s) acknowledge that the apartment must be properly heated at all times during freezing weather to ensure no damage to the pipes and household systems and that Tenant(s) shall be liable for all costs and damages directly related to their failure to maintain adequate levels of heat in the apartment. In the event that Tenant(s) are away during the freezing weather, it remains the responsibility of Tenant(s) to ensure that there is adequate heating fuel available to heat the apartment during their absence and that thermostats are kept at a safe level in their absences.
- 24. Tenant(s) agree to permit any and all reasonable access necessary to maintain the unit's heating systems.

Insurance

- 25. The Tenant(s) is hereby advised and understands that the personal property of the Tenant(s) is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

Attorney Fees

- 26. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

- 27. This Lease will be construed in accordance with and exclusively governed by the laws of the State of New York.

Severability

- 28. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
- 29. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

30. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

31. The Tenant(s) will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

32. If the Property should be damaged other than by the Tenant(s)'s negligence or willful act or that of the Tenant(s)'s employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Maintenance

33. The Tenant(s) will, at its sole expense, keep and maintain the Property and appurtenances, including all appliances provided, in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
34. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant(s)'s misuse, waste, or neglect or that of the Tenant(s)'s employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.
35. Where the Property has its own sidewalk, entrance, driveway or parking space which is for the exclusive use of the Tenant(s) and its guests, the Tenant(s) will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.
36. The Tenant(s) will also perform the following maintenance in respect to the Property: Tenant(s) shall keep the deck, front and back yards and surrounding areas clean and neat and free of debris. Tenant(s) shall remove the snow from the deck and all walkways.
37. Landlord shall be responsible for snow removal from the parking lot area, and for lawn maintenance. Tenant(s) will need to coordinate the parking of their cars in the wintertime with Landlord's plow service to permit and enable snow removal from the parking lot; in the event that Tenant(s) fail to remove their cars in a timely fashion to permit snow removal, Tenant(s) shall be responsible for manually removing the snow from the parking lot within 12 hours of the plow service's intended plowing time, or if Tenant(s) fail to do so, or are unable to do so, for the additional costs of having the snow plow return to address the parking lot at a later time.

Care and Use of Property

38. The Tenant(s) will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
39. The Tenant(s) will not engage in any illegal trade or activity on or about the Property.

40. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
41. If the Tenant(s) is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant(s) will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
42. At the expiration of the term of this Lease, the Tenant(s) will quit and surrender the Property with a full tank of heating fuel oil (if applicable), in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Prohibited Activities and Materials

43. The Tenant(s) will not keep or have on the property any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.
44. The Tenant(s) will not perform any activity on the Property or have on the property any article or thing that the Landlord's insurance company considers increases any insured risk such that the insurance company denies coverage or increases the insurance premium.
45. The Tenant(s) is prohibited from:
 - a. the storage of expensive articles on the Property if it creates an increased security risk; and
 - b. the storage of additional vehicles on the Property.
46. The Tenant(s) will not perform any activity on the Property that the Landlord feels significantly increases the use of water, sewer or other utilities on the Property.
47. Tenant(s) agree to be respectful of their neighbors, any village noise ordinances, and normal sleeping hours when playing music in the apartment so as to avoid noise complaints by others.

Rules and Regulations

48. The Tenant(s) will obey all rules and regulations of the Landlord regarding the Property.

Mediation

49. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue before a mediator. The decision of the mediator will not be binding on the Parties. Any mediator must be a neutral party acceptable to both Parties. The cost of any mediations will be shared equally by the Parties.

Address for Notice

50. For any matter relating to this tenancy, the Tenant(s) may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant(s) is:
- a. Name:
 - b. Phone
 - c. Social Security Number:
 - d. Post termination notice address:

 - e. _____
51. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
- a. Name: Susan von Reusner, Esq
 - b. Address: Blue Spruce Inn & Suites 3093 US RT 9 Valatie NY 12184
- The contact information for the Property Manager of the Landlord is:
- c. Name: Susan von Reusner.
 - d. Phone: 518 758 9711.
 - e. Email address: info@thebluespruce.biz

General Provisions

52. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
53. Where there is more than one Tenant(s) executing this Lease, all Tenant(s)s are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
54. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
55. The Tenant(s) will be charged an additional amount of \$35.00 for each N.S.F. check or checks returned by the Tenant(s)'s financial institution.
56. This Lease constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either Party except to the extent incorporated in this Lease.
57. The Tenant(s) will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant(s) or by any person for whom the Tenant(s) is

responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant(s) or other person for whom the Tenant(s) is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

58. The Tenant(s) is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant(s), either express or implied, whether for the purposes of visiting the Tenant(s), making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant(s) is responsible for all members of the Tenant(s)'s family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.

IN WITNESS WHEREOF Landlord Spruce Manor Inc. and Tenant

_____ have duly affixed their signatures on this _____ of _____ (date).

Landlord Signature

Tenant Name (Signature)

Tenant Name (Print)