

## RESIDENTIAL LEASE AGREEMENT

Welcome to “THE BRADFORD”, a Queri Properties, LLC residential community. We are committed to doing our best to provide a quality living environment and have you take pride in your new home. You will be treated fairly, honestly and courteously by a team of caring and qualified people.

This Residential Lease Agreement (“Lease”) is a contract which sets forth your rights and obligations as a resident of the community and our rights and obligations as the owner of the community.

<b>OWNER</b>	
<b>Name:</b>	Queri-Genesee LLC
<b>Address:</b>	330 Grant Street, Suite 2915
<b>City:</b>	Pittsburgh <b>State:</b> PA <b>Zip:</b> 15219
<b>Telephone:</b>	(412) 325-0381

<b>RESIDENT NAMES</b>	
<b>Name:</b>	
<b>Name:</b>	
<b>Name:</b>	
<b>Name:</b>	

The words “we”, “us” and “our” in this Lease mean the Owner. Any acts we may do may be performed by our agents or employees.

The words “you” and “yours” in this Lease mean all of the Residents listed above, and also include any occupants listed in Part B, Section 3 below.

We agree to rent to you, and you agree to rent from us, the apartment known as:

<b>Community Name:</b>	“The Bradford”		
<b>Apartment Address:</b>	4001 East Genesee Street		
	<b>Apt #:</b>		
	<b>City:</b> Syracuse	<b>State:</b> NY	<b>Zip:</b> 13214

The word “Community” in this Lease means the entire apartment complex, excluding commercial space. The word “Apartment” means your apartment identified above. The word “Building” means the building in which your Apartment is located. The addresses set forth above for us and for you at the Apartment are the addresses where notices are to be sent under this Lease.

<b>LEASE TERMS</b>	
<b>Lease Date:</b>	_____, 2008
<b>Lease Term:</b>	_____ months
From:	_____
To:	_____
	(unless earlier terminated pursuant to this Lease)
<b>Monthly Total:</b>	_____
<b>Resident Initial(s):</b>	_____

<b>PAYMENT INFORMATION/CHARGES</b>	
First Month’s Rent	\$
Security Deposit(s):	
Apartment (1 mos rent)	\$
Pets (1/2 mos rent)	\$
Smoking (1/2 mos rent)	\$
Additional Fees (non-refundable)	\$
Pro-rata Initial Rent	\$
For the Period:	
Amount Received	\$

**A. Part A of this Lease sets forth our obligations as Owner:**

1. **Utilities and Amenities** We will provide cold water to the kitchen, bathroom and laundry areas of your Apartment. We will also provide one digital telephone line, standard cable service, and internet service to your Apartment through Time Warner Cable.

You are responsible for arranging and paying for all other utilities, as detailed in Part B, Section 5.

Stopping or reducing of utility service(s) will not be reason for you to stop paying the rent, to make a money claim or to claim eviction.

Periodically, other amenities may be made available to you by us (such as valet parking, brushing snow from cars, dog walking and dry cleaning pick-up/delivery).

2. **Return of Security Deposit** The security deposit is to be paid when you sign this Lease. Your security deposit will be returned to you after your Lease has ended so long as you have fully performed all terms of this Lease including, but not limited to, the following conditions:

- a. You have vacated your Apartment;
- b. You have paid the rent and other charges due under the Lease;
- c. You have given us proper notice of your leaving; and
- d. You have removed your personal property and have left the Apartment in a good and clean order and condition, except for ordinary wear and tear. In evaluating the condition of your Apartment, you agree that we may consider and deduct from the security deposit(s) amounts for repair of damage and additional cleaning which we determine is required because of the presence of pets and/or smoking in your Apartment.

If we retain some or all of your security deposit, we will notify you at the forwarding address you provide of the reasons we withheld part or all of your security deposit. We will send you notice and/or return your security deposit within 30 days after the Lease Term has ended.

3. **Entering the Apartment** We may enter your Apartment in order to make repairs or inspect or to show the Apartment to possible or actual purchasers, mortgage lenders, possible future residents, appraisers, workmen or contractors. We do respect your privacy and will attempt to notify you before entering your Apartment, except in cases of emergency. We may enter the Apartment at any time without your consent, at our sole discretion, in case of emergency. You acknowledge that in some cases we will need to enter your Apartment to handle an emergency or make ordinary repairs to another apartment or part of the building in which the Apartment is located. If you contact us to request a repair, then we are not required to notify you of our responding to your service call.

4. **Repairs** We will endeavor to promptly respond to your maintenance requests in order to correct any routine maintenance items within twenty-four (24) hours or on the next business day. However, our responsibility to make repairs is limited as described in Part C, Section 9 below.

5. **Insurance** We will insure the Community in accordance with reasonable commercial practices.

**Please note that your personal property is not insured by us and you must obtain renter's insurance in order to have coverage for your personal property. Note also that our insurance will not cover your time and inconvenience in the event of damage or destruction to your Apartment or the Community.**

**Agreed and Understood:**

**Resident Initial:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Resident Initial:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Resident Initial:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Resident Initial:** \_\_\_\_\_ **Date:** \_\_\_\_\_

6. **Delivery of Possession** We will endeavor to deliver the Apartment to you as of the beginning date of the Term. If the Apartment is not ready for you to move in within 12 months of that date, you may terminate this Lease upon written notice to us. If delivery is delayed for any reason, you will not have to pay rent until we notify you that the Apartment is ready and the ending date of the Term will be extended by the same number of days as the delay in delivery. We shall not be liable for failure to give you possession of the Apartment on the beginning date of the Lease Term. When we notify you that the Apartment is ready, your obligation to pay rent shall begin.
7. **Condition of Apartment and Community** The Apartment will be clean and habitable when you move in, and thereafter you will maintain the Apartment in habitable condition during the term of the Lease. We will maintain common areas and parking areas within the Community. We will provide you with an opportunity to walk through the Apartment and submit a separate Apartment Condition Statement, which will become part of this Lease as Schedule E, within seven (7) days of commencement of this Lease detailing any conditions of the Apartment that must be corrected by us or that will remain in said condition and thus not be deducted from your security deposit (excluding any damage done by you during move-in).
8. **Parking** We will provide you with 2 [parking spaces](#) in a location as designated by us. The cost for such parking is included in the rent.

**B. Part B of this Lease sets forth your obligations as Resident:**

1. **Rent** You agree to pay us rent in the amount set forth above (on page 1). Rent must be paid in monthly installments by the first day of each month with no grace period. We are not required to give you notice to pay the rent. Rent must be paid in full and no amount may be subtracted from it. Checks should be made payable to "Queri-Genesee, LLC" (or to such other party as we may designate hereafter in writing).

All rent and security deposit payments must be made by good check or money order. Rent must be paid at our address set forth on the first page of this Lease, or at such other place as we may notify you in writing. The first month's rent is to be paid when you sign this Lease.

Any sum you are required to pay us under this Lease, in addition to monthly rent, shall be "Additional Rent". This Additional Rent is payable as rent, together with the next monthly rent due. If you fail to pay the Additional Rent on time, we shall have the same rights against you as if you failed to pay rent.

**Late Fees** If you fail to pay the rent in full before the end of the fifth day of any month, you will pay us, as Additional Rent, a late fee of \$25.00 after the fifth. The late fee is due with the rent. We do not waive the right to require payment of rent in full on the date it is due.

**Returned Checks** You will pay us, as Additional Rent, a fee of \$25.00 per check for all returned checks. If your rent check is returned, you will pay the rent and the applicable late fees and charges by money order or certified check. If your rent check is returned more than three (3) times in any twelve (12) month period, we may require that you pay all remaining rent and other charges due for the entire Lease Term by money order or certified check.

**Habitual Late Payment of Rent** You acknowledge that your habitual late payment of rent is a material default under this Lease, even if you eventually pay the rent. We are entitled to terminate this Lease for your failure to pay rent on time on more than two (2) occasions within any six (6) month period.

2. **Security Deposit** You have deposited with us the amount set forth above (on page 1) as a security deposit. Your security deposit will be held in an account at \_\_\_\_\_. If we change where we do our banking, we will notify you of the new Bank's name and address in which the security is deposited. Delivery of this Lease is notice of the deposit.

Interest on your security deposit, if any, will be paid in accordance with New York law (General Obligations Law Section 7-103). We will pay interest on any security deposit at area prevailing rates, less a one percent (1%) administrative fee, which interest will be paid only upon expiration of your Lease. Payment of interest on

your security deposit may be modified in accordance with changes to state laws, and we will notify you of any such changes.

You may not elect to use the security deposit as payment for any rent or Additional Rent that you owe under the Lease.

If you do not pay rent on time, we may use the security deposit to pay for the rent past due. If you fail to perform any other term of this Lease, we may use the security deposit for payment of money we may spend, or damages we may suffer, because of your failure. If we use the security deposit, you shall, upon notice from us, send to us an amount equal to the sum used by us. At all times we are to have the amount of the security deposit stated above.

If we sell or lease the Building, we may give the security deposit to the buyer or lessee. In this event, you will look only to the buyer or lessee for the return of the security deposit.

3. **Use** You will use the Apartment only for dwelling purposes. You represent to us that the following persons (and no others) will occupy the Apartment:

\_\_\_\_\_  
\_\_\_\_\_

You must advise us immediately in writing of any change in the occupants. Additional occupants are allowed only with our written permission and, as Additional Rent, at the rate of \$100.00 per month. Occasional overnight guests are permitted. Subletting the Apartment requires our consent as described in Part B, Paragraph 4 below.

4. **Assignment and Sublet** You will not assign (i.e. transfer) this Lease or sublet the Apartment without first obtaining our prior written consent. If you assign this Lease or sublet the Apartment, you will not be relieved from your obligations (including paying rent) under this Lease. You are responsible for the acts of any person in the Apartment. Permission to assign or sublet is valid only for that specific assignment or sublease.
5. **Utilities** You will arrange for and pay all utility bills and security deposits required by providers of utilities for the Apartment that are not provided by us. (See Part A, Section 1 for details on which services we are providing.)
6. **Maintenance, Repairs and Alterations** You will keep the Apartment and all equipment and appliances therein in a good, clean, and safe condition. You will not do or permit to be done any repairs, alterations, additions, improvements, painting, decorating, wallpapering, etc. in the Apartment or in the Community without our prior written consent. You must not change any of the plumbing, ventilating, air conditioning, electric or heating systems in the Apartment. If you make any alterations or additions without our consent, we can require you, at your cost, to remove the alterations or additions and return the Apartment to its condition prior to the alterations or additions. If you make any alterations or additions with our consent, those installations will become our property, and they shall remain with and as part of the Apartment at the end of the Lease Term. We have the right to demand that you remove any alterations and installations upon the end of the Lease Term. You shall comply with the demand at your own cost. We are not required to do or pay for any work unless stated in this Lease.

If a Mechanic's Lien is filed on the Apartment or Building as a result of your failure to pay for any alterations or installments in the Apartment, you must immediately pay or bond off the amount stated in the Lien. We may pay or bond off the Lien if you fail to do so within 20 days after you are given notice of the Lien. Any cost we incur as a result thereof shall become Additional Rent.

If you or your family, guests, visitors or pets damage the Apartment or the Community, you will pay us upon demand the cost of such repairs as Additional Rent.

7. **Compliance with Laws** You will comply with all laws and regulations concerning the Apartment and the Community. You will also require your family, guests or visitors to comply with any laws or regulations in the Apartment or the Community. You will pay us, as Additional Rent, the amount of any fines or penalties we are required to pay because you or your family, guests, visitors or pets violate any law or regulation affecting the Apartment or the Community.
8. **Compliance with Rules and Regulations** You agree to comply with the Community Rules and Regulations, which are attached to this Lease as Schedule A. We may, upon thirty (30) days' notice to residents of the Community, modify the rules, add new rules or delete rules. The Community Rules and Regulations are made a part of this Lease and a breach of any Community Rule or Regulation will be a default under this Lease.
9. **Peaceful Enjoyment** You will conduct yourself and require your family, guests and anyone you invite into the Community to act in a manner that will not disturb your neighbors' peaceful enjoyment, the Community staff or the operation of the Community. You agree not to make loud noises, play loud music, create disturbances, odors, nuisances or do anything else which interferes with or disturbs the rights, comfort or convenience of other residents or which interferes with or disturbs the Community staff. We are entitled to determine in our sole judgment whether you have violated this section.

Subject to the terms of this Lease, as long as you are not in default hereunder, you may peaceably and quietly have, hold and enjoy the Apartment for the Term.

10. **Renter's Insurance** You are urged to carry renter's insurance on your personal property as we cannot and do not insure your personal property against loss.

11.  **No Pets** Pets are not allowed in your Apartment without our written approval.

**Pets** You have our permission to keep only the following pet(s) in the Apartment:

Pet Type-Breed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Weight: \_\_\_\_\_ Height: \_\_\_\_\_

We have given permission for you to keep only the pet(s) listed above and no others.

Pets must be walked in designated areas. Pet owners are responsible for immediate cleanup of any pet droppings or damage caused by their pet. If your pet is or becomes a nuisance or threat to other residents or destroys property within the Apartment or Community, we may revoke our permission for you to keep your pet, immediately in the case of an emergency, or otherwise on five (5) days' prior written notice to you.

Having an unauthorized pet in the Apartment is a default under this Lease, except for guide dogs or other assistance animals for disabled persons.

**C. Part C of this Lease sets forth other provisions and other obligations of yours and ours.**

1. **Damage to Apartment or Community/New Construction** You must give us prompt notice of fire, accident, damage, or of any dangerous or defective condition.

If your Apartment cannot be used because of fire or other casualty, you are not required to pay rent for the time the Apartment is unusable. If part of the Apartment cannot be used, you must pay rent for the usable part. We shall have the right to decide which part of the Apartment is usable. Decks or balconies and other nonessential elements of the Apartment shall not be counted in determining the usable parts of the Apartment. We need only repair or replace any equipment, fixtures, furnishings or decorations that were originally installed by us. We are not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems, or any other cause not fully under our control.

If any part of the Community is damaged by casualty, even if the Apartment is not damaged, we have the right upon 30 days' notice to you to end this Lease. The Lease will end as of the date specified in our notice to you and you will vacate the Apartment on or before that date. We have the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, we may cancel this Lease within 30 days after the substantial fire or casualty by giving you notice of our intention to demolish or rebuild. The Lease will end 30 days after our cancellation notice to you. You must deliver the Apartment to us on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled we are not required to repair the Apartment or Building.

The cancellation does not release you of liability in connection with the fire or casualty. This Section is intended to replace the terms of NY Real Property Law Section 227.

If the Apartment or any part of the Community is damaged or destroyed by fire or other casualty resulting from any negligent act by you or any of your family, guests or visitors, you are liable to us for the costs of any such damage and you shall upon demand pay us such costs as Additional Rent.

In the event we determine that the construction of new buildings or improvements are necessary or desirable as part of the Community, we have the right upon 60 days notice to you to end this Lease. The Lease will end as of the date specified in our notice to you and you will vacate the Apartment on or before that date and pay all rent due to that date.

2. **Condemnation** If any part of the Community is condemned by a governmental authority, we have the right upon thirty (30) days' notice to you to terminate this Lease. The Lease will terminate as of the date specified in our notice to you and you will vacate the Apartment on or before that date. You will not be entitled to any payment from the government because of such condemnation except for moving expenses, if applicable and if specifically and separately awarded by the government.
3. **Notice to Renew or Vacate at End of Lease Term** You must give us at least two (2) months prior written notice of your desire to attempt to negotiate a renewal of this Lease with us or of your intention to vacate the Apartment at the end of the Term.
4. **End of Lease Term** You shall vacate the Apartment at the end of the term of the Lease. You must remove all items of personal property and leave the Apartment in good and clean order, except for ordinary wear and tear. Failure to leave the Apartment in good and clean order, except for ordinary wear and tear, may result in our retaining part or all of your security deposit and assessing charges for damages in excess of the security deposit amount. Any personal property you leave behind after you vacate the Apartment shall become our property and we may store or dispose of that property at your cost, as permitted by law.
5. **Failure to Vacate at End of Lease Term** In the event you do not vacate the Apartment at the end of the Lease Term, we may use legal process to remove you. Or, if we accept rent for any period after the end of the Lease Term, then you shall be deemed a Hold-over Resident and your tenancy shall be month-to-month, with monthly rent equal to one and one-half times the regular monthly rent. You shall be subject to all conditions and terms of this Lease, except as to rental amount, as though the same had originally been a monthly tenancy. Either you or we can terminate the month-to-month lease as of the last day of any calendar month by giving one calendar month's written notice to the other party.
6. **Default** You will be in default under this Lease if you do any of the following:
  - a) You fail to pay rent or Additional Rent on time; or
  - b) You assign this Lease or sublet the Apartment without our written consent; or
  - c) You violate any term of this Lease or the Rules and Regulations or you fail to do the things you agree to do under this Lease; or
  - d) You or your family, guests or visitors engage in illegal, improper or objectionable conduct; or
  - e) You or your family, guests or visitors cause annoyance, harassment or abuse to our employees and/or agents; or
  - f) You file (or there is filed against you) a petition under any bankruptcy or insolvency law; or

g) You provide any misstatement of fact in your Application or in this Lease.

**Consequences of Default** If you are in default under this Lease, we may terminate this Lease by not less than three (3) days written notice to you. The Lease will end on the date given in our notice to you. On or before that date you must leave the Apartment and give us the keys. However, you shall remain responsible for all rent, Additional Rent and other charges due hereunder. All rent and Additional Rent for the unexpired Lease Term shall then become due and payable. You must also pay our expenses, which include the costs of gaining possession of and re-renting the Apartment including, but not limited to, reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.

If your Lease is terminated or you fail to pay rent or Additional Rent on time, we may turn your debt over to a collection agency and/or we may, at your expense, bring legal action against you in the form of a summary proceeding to recover possession of the Apartment and any money you owe us. In a proceeding to regain possession of the Apartment you shall not have the right to make a counterclaim or set off and you and we waive trial by jury in any such proceeding. We have no duty to mitigate our damages.

**Correcting Tenant's Defaults** If you fail to correct a default after we give notice of said default, we may correct it at your expense. Our cost to correct the default shall become Additional Rent.

**Consequences of Early Termination of Lease** If the Lease is ended or you vacate the Apartment before the end of your Lease Term, rent and Additional Rent for the remainder of the Lease term will become immediately due and payable. If we re-rent the Apartment to a new resident before your Lease Term has ended, any rent we receive will be applied as a credit to the money you owe us. You will be responsible for the costs of making the Apartment ready for a new resident at an earlier date than we planned including, but not limited to, repainting, repairing and advertising costs. In addition, you will be required to pay us a re-rental fee equal to one month's rent.

7. **Legal Expenses** If permitted by law, you will reimburse us for all of our court costs and reasonable attorneys' fees we incur as a result of any legal action we bring against you for any reason (including an action for eviction or an action for your failure to comply with any of your obligations under this Lease). Such costs and fees will be Additional Rent.
8. **Notice** If you wish to give us notice, you must do so in writing and by personal delivery or certified or registered mail, return receipt requested, at our address listed on the first page of this Lease or at such other address as we may, from time to time, designate. The signatures of all Residents who have signed the Lease for this Apartment are required on every notice submitted by you.

If we wish to give you notice, we may do so by delivering the notice to your Apartment or by mailing the notice to you at your Apartment. If more than one person is listed as Resident, one notice to your Apartment will be sufficient for all Residents. Any notice we give will be considered delivered on the day mailed or, if not mailed, when left at the proper address.

9. **Limited Liability** We are not liable for any loss, expense or damage to you, your family, friends or invitees for any personal injury or property damage, unless such damage or injury resulted from our gross negligence or the gross negligence of our employees, contractors or agents. You are limited solely to our interest in the Community for payment of a judgment or other court remedy against us. We are not liable to you for permitting or refusing entry of anyone into the Building.

You must pay for damages suffered and money spent by us related to any claim arising from your act or neglect. If an action is brought against us arising from your act or neglect, you shall defend us at your own expense with an attorney of our choice. You are responsible for all acts of your family, employees, guests or invitees.

Our failure to make repairs or to make repairs on time or to otherwise perform as required by this Lease is excused in all circumstances when caused by natural disaster, act of god, government order, labor disturbance, lack of supply, your act or neglect, or other events beyond our control.

**10. Miscellaneous**

- a) You represent that all statements you made on your application and in this Lease are true and correct. You will be in default under this Lease if any statement you made is or becomes untrue.
- b) If more than one of you signs this Lease, then each of you agrees to be jointly and severally liable for your obligations under this Lease. This means that we can collect the full amount of rent owed from any one of you.
- c) Our failure to enforce any provision of this Lease shall not prevent us from enforcing such provision at a later time.
- d) You agree that you have read this Lease. All promises we have made are in this Lease and there are no others. This Lease may be changed only by a written agreement signed by both parties, except the Community Rules and Regulations (Schedule A to this Lease), which may be modified by us as described in Schedule A.
- e) This Lease is binding on you and us and our respective successors, assigns, heirs, executors, administrators and personal representatives. Our obligations end upon any transfer of our interest in the Community.
- 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 (i) all ground and underlying leases and all mortgages, which may now or later affect such leases or the Community, (ii) all renewals, modifications, consolidations, replacements and extensions of any leases or mortgages, and (iii) agreements securing money paid or to be paid by a lender. You must promptly execute any certificate(s) that we request to show that this Lease is so subject and subordinate; you authorize us to sign this certificate(s) for you. You must also promptly execute any certificate(s) stating the following: (i) This Lease is in full force and unchanged (or if changed, how it was changed); (ii) we have fully performed all of the terms of this Lease and you have no claim against us; (iii) you are fully performing all the terms of the Lease and will continue to do so; and (iv) that all rent and Additional Rent have been paid to date.
- h) We may borrow money from a lender. The lender may request an agreement for changes in this Lease. You must sign the agreement if it does not change the Rent, the Term, or alter the Apartment.

**11. Schedules** The following schedules are attached hereto and are made part of this Lease:

- Schedule A Community Rules and Regulations
- Schedule B Lead Based Paint Disclosure Statement
- Schedule C Application
- Schedule D Guaranty
- Schedule E Apartment Condition Statement (to be attached per Section A.7).

**You (Resident)**

_____	_____
Resident Name	Date
_____	_____
Resident Name	Date
_____	_____
Resident Name	Date
_____	_____
Resident Name	Date

**Us (Owner)**

Queri-Genesee LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_ Date

## **SCHEDULE A**

### **COMMUNITY RULES AND REGULATIONS**

#### **Use of Apartments and Common Areas**

For the protection and safety of all Residents and their families, guests and invitees, the following rules apply to apartments and common areas:

1. Common areas, sidewalks, entrances, lobbies, hallways, elevators and stairways of the Community will not be used for any purpose other than entry and exit. Furniture, equipment or personal articles will not be placed or stored in any common areas, permanently or temporarily. We may remove any such items at any time, at your expense, including any storage costs.
2. All equipment located in the Apartment or in the Community will be used in a reasonable and careful manner. Equipment includes such things as toilets, sinks, electrical, plumbing, heating, ventilating, air conditioning, building access system, elevators, appliances or other facilities. If you or your family, guests or visitors use any equipment in a manner which causes damage to the equipment, you shall be responsible for the costs of repairing or replacing it.
3. Holes will not be drilled in the Apartment without our prior written consent, nor shall any nails, hooks or screws be used on any floors, doors, windows, tub, shower, appliances or fixtures in the Apartment.
4. Nothing will be fastened to the floors, doors, windows, walls, appliances or fixtures in the Apartment or the exterior walls of the Building.
5. Bicycles, scooters, skate boards or skates may not be kept or used in lobbies, halls or stairways. Carriages and sleds may not be kept in lobbies, hallways or stairways.
6. No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Apartment or in the hallways or public areas.
7. All screens and drains will be kept in good repair by the Resident.
8. No towels, rags, rugs, laundry or other items will be hung from any windows, nor will anything be thrown or dropped from the windows.
9. Barbecuing is not allowed within any Apartment or in any of the common areas of the Building.
10. Each Apartment is designated an individual Storage Unit located in the basement of the Building. You must provide a lock to ensure that your Storage Unit is secure. We are not liable for anything stolen from or damaged in your Storage Unit.
11. Nothing will be brought into the Apartment, Storage Area or Building which increases the risk of fire or liability. Things which would cause an increased risk of fire include flammable oils, fluids, propane, benzene, gasoline, kerosene or other hazardous materials.
12. A private Fitness Center is located on the \_\_\_\_\_ floor of the Building, and is available for the sole use of Residents of the Building. The Fitness Center is unattended; we are not liable for any injuries that may result from the use of this facility.
13. No sign, advertisement or notice visible to the outside will be placed on the outside or inside of any Apartment or anywhere else in the Building.
14. Moving furniture, fixtures or equipment must be scheduled with us.
15. Locks on the doors leading to the Apartment and within the Apartment may not be added or changed without our consent. We will have a key to every lock at all times and every lock will be compatible with the master key system for the Building.
16. Items which weigh more than we determine is reasonable for the floor loading of the Apartment are not permitted. You must check with us before bringing heavy items (i.e., waterbeds, safes, etc.) into the Apartment, and other requirements may apply.
17. Smoke detectors have been installed in the Apartment for your safety. It is your responsibility to keep the smoke detectors in working order. When the batteries are no longer working, you must call us for new ones. You will be given new batteries only when the old batteries are returned to us. If you do not have smoke detectors in your Apartment, please contact our office immediately. It is your responsibility to inform us if you do not have smoke detectors in your Apartment.

## **Actions of Residents**

So that all Residents of the Community may peacefully enjoy their Apartments and to improve the quality of life for everyone, the following rules apply:

1. Pets are not allowed in the Apartment without our prior written consent. If we have permitted you to have a pet, please refer to your Lease for the provisions applicable to pets.
2. All Residents will conduct themselves and require their family, guests and anyone they invite into the Community to conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment or Community staff or constitute a nuisance. Noise or odors or any other action or condition which causes unreasonable disturbance to other residents or Community staff or interferes with the rights, comforts or convenience of other residents or Community staff are not permitted.
3. You are responsible for the conduct of your family, friends, guests and anyone whom you invite into the Community. Acts of family, friends, guests and invitees in violation of this Lease may be deemed a default by you under this Lease.
4. We will make reasonable efforts as the law permits us to stop neighbors from disturbing your peace, but we cannot be responsible for controlling the actions of other residents or their families or guests or of uninvited persons. If you are seriously disturbed by activities at your neighbor's apartment, please call the police.
5. Trash will be disposed of in designated places and not in hallways, stairways, or laundry rooms.
6. When using the Fitness Center, you must obey any rules posted therein. Children under 12 must be accompanied by an adult.
7. You have been advised that the County of Onondaga has instituted mandatory recycling of trash effective 7/1/90. We will establish guidelines and procedures for you to comply with the said recycling law. You acknowledge that it will be a breach of this Lease if you fail to comply with the said recycling law and the procedures and guidelines set by us to fully comply with said law.
8. Games, sports and other recreational activities are permitted only in designated areas. All posted rules and regulations must be obeyed including the days and hours that recreational facilities may be used.
9. We may at any time discontinue any recreational services or close down facilities either temporarily or permanently. You understand that our providing recreational facilities is not a condition of your Lease.
10. Any keys that you lose and that we must replace with new keys will be at a charge of \$10.00 per key. Mailbox keys will be replaced at a charge of \$25.00 per key. If you are locked out of your Apartment, there will be a charge of \$35.00 for us to come to the Apartment and let you in during regular business hours, and \$50.00 after 5 p.m. or on weekends.

## **Motor Vehicles**

For the safety of all Residents, the following motor vehicle rules apply:

1. The parking and traffic regulations posted on any private streets, roads or drives must be obeyed.
2. Designated parking areas will be used only to park authorized motor vehicles.
3. You must park your vehicle(s) in the designated parking space(s) we assign to you. We will provide you with a parking sticker(s), which must be displayed on your vehicle at all times. You may not store anything in your parking space (e.g. bicycles, etc.).
4. All ordinances regarding fire lanes will be obeyed. Any vehicle parked in a fire lane, no parking area or blocking a fire hydrant, refuse container, another vehicle, sidewalk, lawn or otherwise illegally or improperly parked may be towed by us without notice at the vehicle owner's expense. Neither we nor our management agent, employees or contractors shall have any liability for any damage or theft of vehicles in connection with the removal of a vehicle.
5. Oversized vehicles, commercial vehicles, recreational vehicles, boats or trailers or other oversized vehicles may not be parked in the Community without our consent.
6. We may remove any vehicle at the owner's expense if it reasonably appears to us that the vehicle is abandoned, inoperable, does not display an inspection sticker and/or license plates, or the inspection and/or registration is expired.
7. Repairs to vehicles are prohibited, except emergency repairs.
8. Vehicles may be washed only in designated areas. If there is no designated area, then washing vehicles is not allowed.

We may rescind or change any of these rules or adopt new rules and, after thirty (30) days notice of any new rules to Residents, such new rules shall have the same force and effect as if originally made part of this Lease.

I UNDERSTAND AND AGREE TO COMPLY WITH THE ABOVE RULES AND REGULATIONS.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

**SCHEDULE B**

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
Pursuant to 24 CFR Part 35**

Landlord: Queri-Genesee LLC

Resident: \_\_\_\_\_

Property: The Bradford

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LEAD WARNING STATEMENT**

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

**LEAD WARNING CERTIFICATION AND ACKNOWLEDGMENT**

Owner's Disclosure (**initial a and b below**):

\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (**check one below**):

\_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  Landlord has no actual knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_ (b) Records and reports available to the Landlord (**check one below**):

\_\_\_\_\_ Landlord has provided the Resident with all available records and reports pertaining to: Lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Resident's Acknowledgment (**initial c and d below**):

\_\_\_\_ (c) Resident has received copies of all information listed above.

\_\_\_\_ (d) Resident has received the pamphlet *Protect Your Family From Lead in Your Home*.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by each of them individually (but not as to the statements of any other party) is true and accurate.

Queri-Genesee LLC (Owner)

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Resident Date \_\_\_\_\_

\_\_\_\_\_  
Resident Date \_\_\_\_\_

\_\_\_\_\_  
Resident Date \_\_\_\_\_

\_\_\_\_\_  
Resident Date \_\_\_\_\_

**SCHEDULE C**  
**APPLICATION**

**SCHEDULE D**

**GUARANTY**

1. **Reason for Guaranty** I know that the Owner would not rent the Premises to the Resident unless I guarantee Resident's performance. I have also requested the Owner to enter into the Lease with the Resident. I have a substantial interest in making sure that the Owner rents the Apartment to the Resident.
2. **Guaranty** The following is my guaranty: I guaranty the full performance of the Lease by the Resident. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent, Additional Rent and other money charges.
3. **Changes in Lease Have No Effect** This Guaranty will not be affected by any change in the Lease whatsoever. This includes, but is not limited to, any extension of time or renewals. This 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 by Resident. I waive notice of nonpayment or other default.
5. **Performance** If the Resident defaults, the Owner may require me to perform without first demanding that the Resident perform.
6. **Changes** This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.
7. **Resident** The word "Resident" in this Guaranty shall include all persons who are Residents under the Lease.

Date: \_\_\_\_\_

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Address of Guarantor

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to be the person mentioned and described in, and who executed, the foregoing guaranty, and (he)(she) acknowledged to me that (he)(she) executed the same.

\_\_\_\_\_  
Notary Public

**EXHIBIT E**

**APARTMENT CONDITION STATEMENT**

**(to be attached per Section A.7 of the Lease)**