

New York Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____ day of ____, 20__, by and between ____ (hereinafter referred to as "Landlord") and ____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in ____ County, New York, such real property having a street address of ____ (hereinafter referred to as the "Premises").

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the sum of ____ DOLLARS (\$____), the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of ____ [specify length of term - number of months or years], such term beginning on ____ [insert commencement date of lease term] and ending at 12 o'clock midnight on ____ [insert end date of lease term]

2. **RENT.** The total rent for the term hereof is the sum of ____ DOLLARS (\$____) [in this space, calculate the total amount of rent, payable over the entire length of the lease term] payable on the ____ [typically, 1st] day of each month of the term, in equal installments of ____ DOLLARS (\$____) [insert amount of monthly rent], first installment to be paid upon the due execution of this Agreement, the second installment to be paid on _____. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.

3. **DAMAGE/SECURITY DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of ____ DOLLARS (\$____) [not to exceed one month's rent] receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises and/or unpaid rent or other amounts entitled to be withheld under New York General Obligations Law General Obligations Law §7-