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New York Residential Lease Agreement — Free

NEW YORK RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement ("Lease") is made on [DATE] between the following parties.

1. PARTIES

Landlord: [LANDLORD FULL NAME]

Landlord Address for Notices: [LANDLORD MAILING ADDRESS]

Tenant(s): [TENANT FULL NAME(S)]

(Landlord and Tenant are each a "Party" and together the "Parties.")

2. PREMISES

Landlord leases to Tenant the residential premises located at:

[UNIT/APARTMENT NUMBER], [STREET ADDRESS], [CITY], New York [ZIP] (the "Premises").

The Premises shall be used solely as a private residence.

3. LEASE TERM

The term of this Lease begins on [START DATE] and ends on [END DATE], unless terminated earlier or renewed as provided by law.

4. RENT

Tenant shall pay rent of $[MONTHLY RENT] per month, due on the [DUE DAY, e.g., 1st] day of each month.

Rent shall be paid to [PAYEE NAME] at [PAYMENT ADDRESS OR METHOD].

Late Fee: If rent is not received within five (5) days of its due date, Tenant shall pay a late fee equal to the lesser of $50 or 5% of the monthly rent, as permitted by New York Real Property Law Section 238-a.

5. SECURITY DEPOSIT

Tenant shall pay a security deposit of $[SECURITY DEPOSIT AMOUNT], which shall not exceed one (1) month's rent. Within fourteen (14) days after Tenant vacates, Landlord shall return the deposit, less any lawful deductions, together with an itemized statement describing the basis for any amount retained, as required by New York General Obligations Law Section 7-108.

6. USE AND OCCUPANCY

The Premises shall be occupied only by the Tenant(s) named above and their immediate family, consistent with applicable law. Tenant shall not use the Premises for any unlawful purpose.

7. UTILITIES

The following utilities and services shall be paid by Tenant: [LIST TENANT-PAID UTILITIES].

The following shall be paid by Landlord: [LIST LANDLORD-PAID UTILITIES].

8. REPAIRS AND WARRANTY OF HABITABILITY

Landlord shall maintain the Premises in a safe, habitable condition and in compliance with the implied warranty of habitability under New York Real Property Law Section 235-b. Tenant shall promptly notify Landlord of any needed repairs at [REPAIR CONTACT / PHONE / EMAIL].

9. TENANT OBLIGATIONS

Tenant shall: keep the Premises clean and sanitary; dispose of waste properly; not damage the Premises; not disturb neighbors; comply with all building rules; and surrender the Premises in good condition, ordinary wear and tear excepted, at the end of the term.

10. SUBLETTING AND ASSIGNMENT

Tenant shall not sublet or assign the Premises without Landlord's prior written consent, which shall not be unreasonably withheld to the extent required by New York Real Property Law Section 226-b.

11. REQUIRED DISCLOSURES AND RIDERS

Required disclosures and riders (lead paint, bedbug infestation history, window guard notice, sprinkler system notice, flood history/risk, and rent-stabilization rider where applicable) are attached to and made part of this Lease.

12. GOVERNING LAW

This Lease shall be governed by and construed under the laws of the State of New York. Any provision found unenforceable shall be severed, and the remainder shall stay in effect.

13. ENTIRE AGREEMENT

This Lease and its attached riders constitute the entire agreement between the Parties and may be modified only in writing signed by both Parties.

SIGNATURES

LANDLORD

Signature: _____

Print Name: [LANDLORD FULL NAME]

Date: [DATE]

TENANT

Signature: _____

Print Name: [TENANT FULL NAME]

Date: [DATE]

TENANT (if applicable)

Signature: _____

Print Name: [SECOND TENANT FULL NAME]

Date: [DATE]