

# **TOWN & COUNTRY APARTMENTS**

*1501 Pleasant Street  
PO Box 434  
Olean, New York 14760  
716 372-7552*

## **LEASE**

Made and entered into by and between TOWN & COUNTRY APARTMENTS, hereinafter referred to as TOWN & COUNTRY, and \_\_\_\_\_ hereinafter referred to as TENANT, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IN CONSIDERATION of the rents and covenants hereinafter expressed, TOWN & COUNTRY has demised and leased and does hereby demise and lease to the TENANT the following premises, viz: Apartment NO. \_\_\_\_\_, TOWN & COUNTRY APARTMENTS, Pleasant Street, Olean, New York, with privileges and appurtenances, for a term of one year beginning \_\_\_\_\_, 20\_\_ and ending \_\_\_\_\_, 20\_\_.

**RENT:** TENANT covenants and agrees that he will pay TOWN & COUNTRY for the use of said premises the rent of \$\_\_\_\_\_ per month to be paid in advance with the first payment due on the execution of this lease, and all subsequent payments due on the 1st day of each and every month thereafter. TOWN & COUNTRY reserves the right to raise the monthly rental at the expiration of this lease, but notice must be given to the TENANT in writing 30 days prior to the expiration of this lease. The notice shall be mailed to the TENANT at the apartment rented.

**DEPOSIT:** TENANT hereby agrees to deposit the sum of \$\_\_\_\_\_ without interest, upon the execution of this lease to be held by TOWN & COUNTRY and to be returned within 15 days of the lease if all conditions are fully met.

**PETS:** TOWN & COUNTRY policy is not to allow TENANT to have pets in the building.

**TV:** TENANT shall not be permitted to use outside TV antennas.

**TAXES:** TOWN & COUNTRY agrees to pay all taxes assessed on said premises during the term of this lease.

**WATER:** TOWN & COUNTRY agrees to pay all water bills for water used in the apartment during the term of this lease.

**ELECTRICITY:** TENANT agrees to pay all electrical bills which will be billed directly to said TENANT by the electric company, which includes heat.

**TERMINATION:** TENANT covenants that at the expiration of said term, he will surrender up the premises to TOWN & COUNTRY in as good condition as now, necessary wear and damage by the elements expected.

**USE:** TENANT agrees that he will not use or occupy said \_\_\_\_\_ premises for any purpose except as a dwelling, or in any manner deemed extra hazardous on account of fire, nor use said premises in an improper manner, and will not assign this lease, or sublet the said premises, or any portion thereof, without the consent in writing of TOWN & COUNTRY.

*Town and Country Lease*

**ORDINANCES:** TENANT agrees to conform to all City Ordinances and Regulations, to observe all rules for prevention of fire; to keep said premises in a neat and clean condition, free from all refuse and garbage and does hereby agree not to hold TOWN & COUNTRY or agent responsible for accident or injury arising from or occurring on said premises, or inability to keep any agreement herein by reason or causes beyond the control of TOWN & COUNTRY.

**GARBAGE CANS:** TENANT shall not keep or permit any garbage cans, or other household items with the exception of summer chairs, on the front entrance portion of the apartment.

**SHOWING:** TENANT agrees that TOWN & COUNTRY or agent shall be permitted at reasonable hours, to examine said premises; to make any repairs TOWN & COUNTRY may deem proper; to show said premises to prospective tenants.

**DAMAGE:** TENANT agrees that the walls or woodwork of the leased premises shall not be unreasonably defaced by nails, tacks, screws, or otherwise; that nothing shall be thrown from or placed in the windows or doors of the leased premises (including air conditioning units); that no signs, advertisements, placards or notice shall be placed in or about any part of the building.

**NOISE:** For the comfort of other tenants, no disturbing sounds shall come from the apartment leased, or anything permitted that might be a nuisance.

**DEFAULT:** If the TENANT defaults in making any payment for rent when the same is due, then the terms stated in this lease, and all rights privileges of the TENANT thereunder shall, at the end of seven days from such default, cease and expire at the option of TOWN & COUNTRY.

**PAINTING, WALLPAPER, AND REPAIR:** TENANT shall be prohibited from painting, hanging wallpaper and performing non-emergency repairs. Landlord shall exclusively provide these services.

Except as hereinbefore provided, it is hereby covenanted and agreed that if said TENANT shall fail to pay rent above specified or any part thereof when it becomes due, or violates any of the covenants, agreements and conditions of this lease, that said TOWN & COUNTRY may sue for the same or reenter said premises, or resort to any legal remedy.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

TOWN & COUNTRY

by \_\_\_\_\_ L.S.  
(Landlord)

\_\_\_\_\_ L.S.  
(Tenant)

\_\_\_\_\_ L.S.  
(Tenant)