

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 25 Day of July 2023, by and between Christopher Burton & Allison Burton, whose address is 173 Fairlawn Drive Eggertsville, NY 14226, (hereinafter referred to as "Lessor") and

Cesar Martinez (hereinafter referred to as "Lessee").

WHEREAS, Lessor is the fee owner of certain real property being, lying and situate in Erie County, New York, such real property having a street address of **306 & 308 Virginia Street Apt #3 (Lower Rear) Buffalo, NY 14201**.

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

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

NOW, THEREFORE, for and in consideration of the sum of 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. Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of Eleven Months, such term beginning on August 1, 2023, and ending at Noon on June 30, 2024.
2. RENT. The total rent for the term hereof is payable on the 1<sup>st</sup> (One) day of each month of the term, in equal installments of One Thousand Dollars (\$1,000) first installment to be paid upon the due execution of this Agreement. All such payments shall be made to Lessor at Lessor's address as set forth in the preamble to this Agreement on or before the due date and without demand.
3. DAMAGE DEPOSIT. Upon the due execution of this Agreement, Lessee shall deposit with Lessor the sum of One Thousand Dollars (\$1,000) receipt of which is hereby acknowledged by Lessor, as security for any damage caused to the premises during the term hereof. Such deposit shall be returned to Lessee, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.
4. USE OF PREMISES. The Premises shall be used and occupied by Lessee, consisting of 306 Virginia St, Buffalo NY 14222, Apt 4 /"Lower Rear/APT 3" exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Lessee shall not allow any other person, other than Lessee's immediate family or transient relatives and friends who are guests of Lessee, to use or occupy the Premises without first obtaining Lessor's written consent to such use. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. CONDITION OF PREMISES. Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. ASSIGNMENT AND SUB-LETTING. Lessee shall **NOT** assign this Agreement, or

sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. Consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.

7. ALTERATIONS AND IMPROVEMENTS. Lessee shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement.

8. NON-DELIVERY OF POSSESSION. In the event Lessor cannot deliver possession of the Premises to Lessee upon the commencement of the Lease term, through no fault of Lessor or its agents, then Lessor or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Lessor or its agents, then this Agreement and all rights hereunder shall terminate.

9. HAZARDOUS MATERIALS. Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. UTILITIES. Lessee shall be responsible for arranging for and paying for electric & if needed cable/internet. Lessor pays for Natural Gas (heat), water, garbage, laundry, snow removal, plowing.

11. MAINTENANCE AND REPAIR; RULES. Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any

sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;

- (i) And Lessee's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly un-tenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered un-tenantable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Lessor exercises its right to repair such un-tenantable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. **INSPECTION OF PREMISES.** Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or the building. Lessor and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within Sixty (60) Days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. **SUBORDINATION OF LEASE.** This Agreement and Lessee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements accepted.

16. ANIMALS. Lessee shall be to keep no animals.

17. QUIET ENJOYMENT. Lessee, upon payment of all of the sums referred to herein as being payable by Lessee and Lessee's performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

\*Lessor reserves the right to give 30-Day eviction notice if noise levels are not kept to a minimum.

18. INDEMNIFICATION. Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.

19. DEFAULT. If Lessee fails to comply with any of the material provisions of this Agreement, including the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within Three (3) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate this Agreement.

If Lessee fails to pay rent when due and the default continues for Three (3) days thereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Lessor at law or in equity or may immediately terminate this Agreement wherein Lessee will have to vacate the premises.

\*Lessor reserves the right to give 30-Day Eviction notice and/or terminate this lease agreement at any time if rent is more than Three (3) days late.

\*Lessor also reserves the right to give 3-Day Eviction. Pursuant to New York Real Property Law, where tenant has (3) DAYS in which to bring rent current including late fees or vacate the premises and remove all personal possession from premises.

20. LATE CHARGE. In the event that any payment required to be paid by Lessee hereunder is not made within three (3) days of when due (first of the month), and arrangements were not made in writing with Lessor, Lessee shall pay to Lessor, in addition to such payment or other charges due hereunder, a flat rate "late fee" in the amount of Fifty Dollars is due to lessor.

21. ABANDONMENT. If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left

on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.

22. ATTORNEYS' FEES. Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, or to defend one's actions against Lessee, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including any and all attorneys' fees, fines, etc.
23. RECORDING OF AGREEMENT. Lessee shall not record this Agreement on the Public Records of any public office. In the event that Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all rights and remedies that it has at law or in equity.
24. INSURANCE. Lessee is responsible for obtaining their own personal renter's insurance, and will not be covered under Lessor's homeowners insurance should any damage incur to property or belongings within the house or on the property, including automobiles in driveway.
25. Electric / Gas: Fees associated with Electric & Gas service will be paid by Lessee.
26. Water/Garbage: Fees associated with Water & Garbage will be paid by Lessor, Christopher & Allison Burton.
27. LAWN/GARDEN: Lawn and garden will be maintained as needed by Lessor during spring and summer months.
28. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New York.
29. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
30. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
31. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the Lessor or Lessee.
32. NON-WAIVER. No indulgence, waiver, election or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.
33. Laundry in the building is to be shared. Tenant agrees to be respectful of all those using the laundry machines.
34. Lessee agrees not to smoke cigarettes or other tobacco related products in the house. Additionally, if cigarettes are smoked on the porch or driveway they are to be picked up and placed in trash by Tenant.
35. Lessee agrees to walk quietly up and/or down the stairways when entering or exiting the house.

36. Lessee agrees to have a working telephone number, either landline or cell phone at all times during the duration of this lease agreement. Lessee also agrees that the Lessor shall have the working up to date phone number at all times in case of emergency or need to contact Lessee at Lessor's discretion.
37. Lessee agrees to submit Photo ID to Lessor upon entering into this agreement for purpose of personal identification. Lessor will not share this information or use in anyway other than the enforcement of the terms and conditions of this lease agreement.
38. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed: As to Lessor this 25 day of July, 2023.

Witnesses: "Lessor"

X   
\_\_\_\_\_  
Christopher Burton

Christopher C. Burton  
\_\_\_\_\_

As to Lessee this 25 day of July, 2023.  
Witnesses: "Lessee"

\_\_\_\_\_  
Cesar Martinez  
\_\_\_\_\_  
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**Addendum:** Sidewalk in front of 306-308 Virginia Avenue, Buffalo NY 14201 must remain clear of snow. Snow clearing from the sidewalks is the shared responsibility of the tenants.