

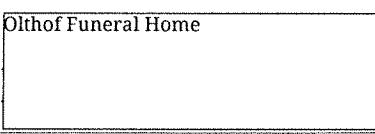


Real Estate Services

215 WEST CHURCH STREET
ELMIRA, NY 14901
OFFICE: 607-733-6600

RENTAL BILL

DATE: 12/21/2023

LANDLORD: Olthof Funeral Home


LEASING FEE: \$3,475.00

RENTAL ADDRESS: 1014 Pennsylvania Avenue, Elmira, NY 14904


TENANT: Teamsters Local #118

RENT:	<u>\$ \$695.00/month</u>
PRORATE:	<u>\$ -0-</u>
PET DEPOSIT:	<u>\$ -0-</u>
SECURITY DEPOSIT:	<u>\$ \$695.00</u>

LEASE TERM: Five Years


- This residence shall be used only as a private dwelling and shall be occupied only by:
Teamsters Local 118 - All Officers, Employees, & Representatives
- Occupancy by guests for more than fourteen (14) days without written consent of the Landlord shall constitute a violation of this Agreement.
- The **Tenant** shall not assign or sublease any portion of the premises without the prior written consent of the **Landlord**.
- Should **Tenant** fail to occupy premises after signing this Lease Agreement, **Tenant** will still be responsible for paying rent and complying with all other terms of this Agreement.
- **Tenant** will notify **Landlord** if there is to be absence from the premises for longer than seven (7) days. During such absences, **Landlord** may enter premises as reasonably necessary to maintain and inspect premises for needed repairs. In the absence of notification, any absence of longer than seven (7) days will be considered as an abandonment of the premises.

7. Option to Renew and Holding Over

- **Tenant** shall provide **Landlord** with written thirty (30) day notice prior the expiration of this lease Agreement as to **Tenant**'s future intentions regarding premises. **Landlord** agrees to give same thirty (30) day written notice of **Landlord**'s intentions prior to expiration of lease Agreement.

8. Access to Premises

- **Landlord** shall have the right to enter the premises:
 - a. In case of an emergency
 - b. When **Tenant** has surrendered or abandoned premises
 - c. To make necessary or agreed upon repairs, services, or inspections
 - d. Exhibit premise to prospective tenants, purchasers, mortgagees, or workers
- Under a. and b., **Landlord** shall have the right to enter premises at any time.
- Under c. and d., entry may not be made other than normal business hours, and with no less than overnight notice to **Tenant**.

9. Reasonable Care of Premises

- **Tenant** agrees to be careful and diligent in the use and treatment of the premises and is liable for any damages of the **Tenant**, **Tenant**'s family, agents, or guests, except for reasonable wear and tear under ordinary use.
- **Tenant** shall quietly enjoy the leased premises as long as **Tenant** shall pay the rent and observe and perform all conditions of this Lease.

10. Notice of Defects

- **Tenant** accepts the premises in its present condition.
- When any portion of the premises is out of repair, **Tenant** agrees to promptly report it to:
Olthof Funeral Home - 607-733-7566
- **Tenant** agrees to promptly make all repairs at the **Tenant**'s expense for damage caused by misuse or neglect of the **Tenant**, **Tenant**'s family, agents or guest. In the event that **Tenant** fails to make such repair, **Landlord** or his agent may make the necessary repair and the **Tenant** will pay for the cost for the repair upon demand.

11. Laws and Regulations

- **Tenant** shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
- **Tenant** agrees not to use premises for any illegal activity or purpose.
- **Tenant** also agrees to abide by any and all regulations now in force, or which may hereafter be in force, pertaining to the use of premises, and shall not do anything upon the leased premises that would increase the fire and insurance rating on the property.

- **Tenant** agrees to hold **Landlord/Agent** harmless from any claim from damages, no matter how caused except for injury or damages for which **Landlord** is legally responsible.
- In any action or legal proceeding to enforce any parts of this Agreement, in accordance with the laws of the State of New York, the prevailing party shall recover reasonable attorney fees, court, and/or arbitration costs.

13. Insurance

- **Landlord** will carry fire insurance on the premises for any personal property furnished with the residence, and liability. It will be in the tenant's best interest to obtain and carry Renter's Insurance to cover contents and liability.

14. Damage by Fire or Other Cause

- If premises become partially damaged by fire or any other cause, **Landlord** shall make repairs as soon as possible.
- No claim shall be made against **Landlord** for any inconvenience from repairs. If premises is so damaged that it cannot be repaired, rent shall be payable up to the time of the destruction or damage and lease will be terminated upon written notice to **Tenant** within thirty (30) days after such damage.
- **Tenant** shall not be entitled to credit or rent reduction for inconvenience or discomfort arising from repairs or improvements made to premises.

15. Binding Effect

- The conditions of this lease shall be binding on the **Tenant**, his heirs, estate, and any sub-tenant or assignee, except when prohibited by law.

16. Strict Performance and Validity

- The failure of the **Landlord** in one or more instances to insist upon strict performance of any of the conditions of this Lease shall not be considered a waiver of any kind.
- If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other portion of this Agreement.
- The rights of the **Landlord** will remain available for use and are not limited to the right that is exercised first.

17. Bankruptcy

- If **Tenant** shall file a petition in bankruptcy, be adjudicated a bankruptcy or make an assignment for the benefit of creditors to take advantage of any insolvency act, **Landlord** may declare **Tenant** in default and invoke the remedies of said default.

18. Subordination and Sale of Premises by Landlord

- This Lease shall be subject and subordinate to all existing or future mortgages which are liens on the premises and **Tenant** will execute and deliver any document deemed necessary by mortgagee to subordinate this lease to the lien of a future mortgage.
- Should the **Landlord** sell the premises during the term of this Lease Agreement, **Landlord** will give a thirty (30) day notice regarding the name and address of new owner. Transfer of security deposits to a new owner is addressed in the attached Security Deposit Agreement.

19. Eminent Domain

- If premises are condemned for public use, this Lease shall terminate upon sixty (60) days written notice to the **Tenant**. **Landlord** has sole right to award of payment on account of such condemnation.

20. Fair Housing

- In accordance with the law, this property is offered without respect to race, color, religion, sex, national origin, disability, marital status, or familial status of the **Tenant**. (In New York State, a person must be eighteen (18) years old or older in order to sign a Lease Agreement.)

- If the **Tenant** makes any misrepresentations in the interview process or application for Lease, the **Landlord** may treat same as violation of this Lease and may pursue the remedies provided in this Lease.

22. Representations of the Landlord

- The **Landlord** has made no representations or promises to the **Tenant** other than those contained in this Lease.

23. Entire Agreement

- This document must be in writing and when signed by both parties will constitute the entire agreement

24. The following regulations have no exceptions:

- No pool, spas, playground equipment or trampolines are permitted unless you have written permission from the Landlord and renters insurance would be required, a copy of which would become part of the lease agreement.
- The appliances that are included with the rental property cannot be removed or replaced without the **Landlords** permission.
- No wall papering, painting or structural alterations are permitted without **Landlords** permission.
- The tenant may hang pictures and install window treatments with **Landlords** approval. All nail holes must be filled at time of move out.
- The locks may not be changed unless the **Landlord** agrees to change them. No lockout services are provided.
- No creating a nuisance by annoying, disturbing, inconveniencing any other tenant or nearby residents.
- Tenants are not to flush anything down the toilet that will cause a plumbing problem. Toilet paper is the only acceptable product that can be flushed. Baby wipes, sanitary products or any other items labeled flushable may cause a serious problem and the tenant could be held liable for repairs. This applies to properties that are on public sewer and also properties that are connected to a septic system.
- No pets allowed without amendment to this lease detailing pet & terms.

Landlord gives tenants permission to make the necessary changes outlined in their lease proposal at tenant's cost.

25. Note: Changes and/or additions to the above House Rules will be made as necessary.

26. The Leased Premises is _____ is not XX _____ serviced by a maintained and operative sprinkler system that was last maintained on _____ and was last inspected on _____

27. Landlord will give Tenant a thirty (30) day notification of any and all changes. This offer (optional) is contingent upon approval of Landlord's and Tenant's Attorney as to all matters without limitation. Unless Attorney's written disapproval is received by the parties' respective attorneys, with notification to the Tenant's and Landlord's Brokers, within 3 days after the acceptance of this offer, this contingency shall be deemed to have been satisfied.

Tenant

Date

Tenant

Date

Robert Page COO of Rollings Funeral Service, GMC

dotloop verified
12/26/23 9:29 AM
MST
7HS9-XIR9-ONRB-J1ZI

Landlord or Agent of the Landlord

Date

Andrew M. Cuomo
Governor



Division of
Licensing Services

Rossana Rosado
Secretary of State

A Division of the New York Department of State

FAIR HOUSING NOTICE

Federal, State and Local Fair Housing Laws protect individuals from housing discrimination. It is unlawful to discriminate based on certain protected characteristics, which include, but are not limited to: race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status.

THE FOLLOWING ARE SOME EXAMPLES OF POTENTIAL FAIR HOUSING VIOLATIONS:

- Refusing to rent, sell or show a property based on a potential tenant or purchaser's protected characteristic.
- Quoting a higher price to a purchaser or renter because of the potential purchaser or tenant's protected characteristic.
- Refusing to rent to a tenant who has children or increasing a security deposit based on the number of children who will be living in the apartment.
- Steering prospective tenants or purchasers to certain neighborhoods based on any protected characteristics.
- Refusing to rent to a potential tenant because of their source of income, including but not limited to, Section 8 vouchers or other government subsidies.
- Refusing to waive a "no pet" policy for tenants that require a service, assistance or emotional support animal.
- Discriminating at the direction of a seller or landlord or because it is the preference of a seller or landlord.
- Refusing to rent to a renter who is a victim of domestic violence.

Please Initial

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YOU HAVE THE RIGHT TO FILE A COMPLAINT

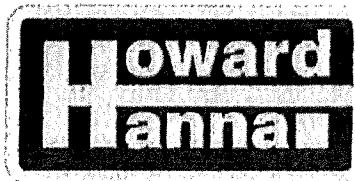
- New York State, Department of State: (518) 474-4429
- New York State, Division of Human Rights: (844) 862-8703

ALBANY OFFICE: One Commerce Plaza, 99 Washington Avenue, P.O. Box 22001, Albany, NY 12201-2001
• Customer Service: (518) 474-4429 • Website: www.dos.ny.gov • E-Mail: licensing@dos.ny.gov

REGIONAL OFFICES:

- BINGHAMTON • BUFFALO • HAUPPAUGE • NEW YORK CITY • UTICA

*This sign must be prominently posted in all real estate broker offices
and at all public open houses.*



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LEASE TERM: Five Years



Division of Licensing Services

New York State
Department of State, Division of Licensing Services

New York State

nsing Services
(E18) 474-4430

www.dos.ny.gov

www.aoa.ohio.gov

New York State

Consumer Rights

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Edward Steinhauer (print name of Real Estate Salesperson/
Broker) of Howard Hanna Real Estate (print name of Real Estate company, firm or brokerage)

(I)(We) Teamsters Local 118

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature

Date:

Buyer/Tenant/Seller/Landlord Signature:

Date:

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Real Estate Services

RENTAL SERVICES

- 215 West Church Street, Elmira, NY 14901 (Phone: 607-733-6600) (Fax: 607-733-9740)

RESIDENTIAL LEASE AGREEMENT

The **Landlord** agrees to lease Premises described herein to the **Tenant** at the Rent and for the Term as stated on this Lease Agreement.

Landlord:

Olthof Funeral Home

Tenant:

Teamsters Local 118

Each **Tenant** is jointly and severally liable for the payment of rent and performance of all terms on this Lease. Should **Tenant** vacate the premises before the Lease expiration date, **Tenant** will be liable for all rent through said expiration date. The term of a lease runs from the first of each month through the end of the month. When a 30 day notice is given, it must be before the first of the month to guarantee a proper full 30 day notice.

Premises: 1014 Pennsylvania Avenue, Elmira, NY 14904

Including the following furnishings and/or appliances: _____

Lease Date: 12/21/2023 Lease Term From: 01/01/2024, To: 12/31/2028

1 Year Lease Term **6 Month Lease Term** **Month to Month Lease Term**

Five Year Lease Term

1. Rent

- **Tenant** shall pay the **Landlord** Total Rent Due: \$ 41,700.00
- Paid in equal installments of Rent Payments: \$ 695.00
- If initial rent is to be prorated for the period from **Tenant**'s move-in date through the end of the month, **Tenant** will pay **Landlord** the prorated amount at the daily rate of: \$ _____ for _____ days, which equals: **Total Prorated Amount of:** \$ xxxx
- **Funds Due at Lease Signing:** First Month's Rent: \$ 695.00
(funds due at lease signing can be paid by money order cash or check). Pet Deposit: \$ xxxxxx

Security Deposit: \$ 695.00
TOTAL \$ 1,390.00

LESS DEPOSIT \$ 0 \$ 1,390.00

- Monthly Rent is payable on or in advance of the 1st day of each and every month during the term of this Lease.
- Rent Check shall be made out to: Olthof Funeral Home
(can be dropped off or a rep from the funeral home can pick it)
- Rent shall be mailed or delivered to:

- Rent shall be accepted in the form of:

Check or Money Order (unless otherwise agreed upon with Landlord)

2. Security Deposit and Other Charges

- Security Deposit will be held for and returned to **Tenant** under the terms and conditions of an agreement, provided as an attachment to this lease, executed by **Tenant** and **Landlord**. No Security Deposits will be refunded unless the **Tenant** provides **thirty (30) day's notice to vacate. (Month to Month Only)**
- The first month's rent is due and payable when this Lease is signed. Hereafter, if rent is not received by the fifth (5th) day of the month, **Tenant** agrees to pay a late fee of \$50.00 or 5% of the monthly rent, whichever is lesser. In the event of chronic or habitual late payments, **Landlord** can declare tenant in default and invoke the remedies of said default.
- If any check is returned by the bank for lack of sufficient funds, a "stop payment" or any other reason, **Tenant** agrees to pay a \$30.00 charge or each returned check, plus late payment fees. In addition, **Landlord** reserves the right to require all further rent payments to be made by money order or bank check.

3. Disclosures and Agreements

- As required by law, **Landlord** must disclose any known information regarding the presence of Lead-Based paint. This disclosure is provided as an attachment to this lease, executed by **Tenant** and **Landlord**.
- As required by law, **Landlord** must provide **Tenant** with a copy of the Environmental Protection Agency's pamphlet *Protect Your Family from Lead in Your Home*, which is provided as an attachment to this lease.
- As required by law, **Landlord** must provide working smoke alarms to **Tenant** when **Tenant** takes possession of premises. **Tenant** is obligated to care for, test, and replace batteries as needed in said smoke alarms during the term of the Lease. A Smoke Alarm Agreement is provided as an attachment to this Lease, executed by **Tenant** and **Landlord**.

4. Utilities/Services

	<u>Tenant Responsibility</u>	<u>Landlord Responsibility</u>
Gas	X	
Electric	X	
Oil	N/A	
Propane	N/A	
Water Bill	X	
Sewer		X
Garbage/Private	X	
Lawn		X
Snow		X

Tenant shall not be entitled to any credit or rent for an inconvenience arising from interruption of utility service.

5. Default

- **For Non-Payment of Rent:** **Tenant** will receive written notice of default and will have three (3) days to cure default.
- **For Cause:** **Tenant** will receive written notice of default for cause (which is a violation of any part of this Lease Agreement other than non-payment of rent), and will have five (5) days to cure default.
- In either case if default is not cured in the prescribed time period, **Landlord** may terminate all rights of the **Tenant** and institute the eviction process according to the laws of the municipality in which the premises is located. Any monetary judgment awarded to the **Landlord** will carry an interest rate equal to the highest rate allowable in the State of New York at the time that the judgment is made.



Real Estate Services

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TOTAL \$ 1,390.00

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Electric	X	
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Propane	N/A	
Water Bill	X	
Sewer		
Garbage/Private	X	
Lawn		
Snow		
Electric for Parking lot lights	X	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>

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- The **Landlord** has made no representations or promises to the **Tenant** other than those contained in this Lease.

23. Entire Agreement

- This document must be in writing and when signed by both parties will constitute the entire agreement

24. The following regulations have no exceptions:

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Tim Barbato

dotloop verified
12/28/23 11:50 AM EST
YTGR-KZHL-CBSI-4ADP

Tenant

Date

Tenant

Date

Robert Page CEO of Rolling Funeral Service INC

dotloop verified
12/25/23 9:29 AM
EST
7H59-XIR9-ONRB-J1Z

Landlord or Agent of the Landlord

Date



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services

New York State

Using Services

(518) 474-4429

www.dos.ny.gov

New York State
Division of Consumer Rights
(800) 348-8344

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Edward Steinhauer (print name of Real Estate Salesperson/
Broker) of Howard Hanna Real Estate (print name of Real Estate company, firm or brokerage)

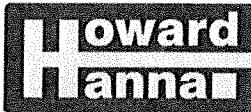
(I)(We) Teamsters Local 118

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



Real Estate Services

RENTAL SERVICES

• 215 West Church Street, Elmira, NY 14901

(Phone: 607-733-6600) (Fax: 607-733-9740)

RESIDENTIAL LEASE AGREEMENT

The **Landlord** agrees to lease Premises described herein to the **Tenant** at the Rent and for the Term as stated on this Lease Agreement.

Landlord:

Olthof Funeral Home

Tenant:

Teamsters Local 118

Each **Tenant** is jointly and severally liable for the payment of rent and performance of all terms on this Lease. Should **Tenant** vacate the premises before the Lease expiration date, **Tenant** will be liable for all rent through said expiration date. The term of a lease runs from the first of each month through the end of the month. When a 30 day notice is given, it must be before the first of the month to guarantee a proper full 30 day notice.

Premises: 1014 Pennsylvania Avenue, Elmira, NY 14904

Including the following furnishings and/or appliances: _____

Lease Date: 12/21/2023 Lease Term From: 01/01/2024, To: 12/31/2028

1 Year Lease Term 6 Month Lease Term Month to Month Lease Term Five Year Lease Term

1. Rent

- Tenant shall pay the **Landlord** Total Rent Due: \$ 41,700.00
- Paid in equal installments of Rent Payments: \$ 695.00
- If initial rent is to be prorated for the period from **Tenant**'s move-in date through the end of the month, **Tenant** will pay **Landlord** the prorated amount at the daily rate of: \$ _____ for _____ days, which equals: Total Prorated Amount of: \$ xxxx
- Funds Due at Lease Signing: First Month's Rent: \$ 695.00

(funds due at lease signing can be paid by money order cash or check).

Pet Deposit: \$ xxxxxxxx
Security Deposit: \$ 695.00
TOTAL \$ 1,390.00

LESS DEPOSIT \$ 0- \$ 1,390.00

- Monthly Rent is payable on or in advance of the 1st day of each and every month during the term of this Lease.
- Rent Check shall be made out to: Olthof Funeral Home
(can be dropped off or a rep from the funeral home can pick it)
- Rent shall be mailed or delivered to:
- Rent shall be accepted in the form of: Check or Money Order (unless otherwise agreed upon with Landlord)

2. Security Deposit and Other Charges

- Security Deposit will be held for and returned to **Tenant** under the terms and conditions of an agreement, provided as an attachment to this lease, executed by **Tenant** and **Landlord**. No Security Deposits will be refunded unless the **Tenant** provides **thirty (30) day's notice to vacate. (Month to Month Only)**
- The first month's rent is due and payable when this Lease is signed. Hereafter, if rent is not received by the fifth (5th) day of the month, **Tenant** agrees to pay a late fee of \$50.00 or 5% of the monthly rent, whichever is lesser. In the event of chronic or habitual late payments, **Landlord** can declare tenant in default and invoke the remedies of said default.
- If any check is returned by the bank for lack of sufficient funds, a "stop payment" or any other reason, **Tenant** agrees to pay a \$30.00 charge or each returned check, plus late payment fees. In addition, **Landlord** reserves the right to require all further rent payments to be made by money order or bank check.

3. Disclosures and Agreements

- As required by law, **Landlord** must disclose any known information regarding the presence of Lead-Based paint. This disclosure is provided as an attachment to this lease, executed by **Tenant** and **Landlord**.
- As required by law, **Landlord** must provide **Tenant** with a copy of the Environmental Protection Agency's pamphlet *Protect Your Family from Lead in Your Home*, which is provided as an attachment to this lease.
- As required by law, **Landlord** must provide working smoke alarms to **Tenant** when **Tenant** takes possession of premises. **Tenant** is obligated to care for, test, and replace batteries as needed in said smoke alarms during the term of the Lease. A Smoke Alarm Agreement is provided as an attachment to this Lease, executed by **Tenant** and **Landlord**.

4. Utilities/Services

	<u>Tenant Responsibility</u>	<u>Landlord Responsibility</u>
Gas	X	
Electric	X	
Oil	N/A	
Propane	N/A	
Water Bill	X	
Sewer		X
Garbage/Private	X	
Lawn		X
Snow		X

Tenant shall not be entitled to any credit or rent for an inconvenience arising from interruption of utility service.

5. Default

- **For Non-Payment of Rent:** **Tenant** will receive written notice of default and will have three (3) days to cure default.
- **For Cause:** **Tenant** will receive written notice of default for cause (which is a violation of any part of this Lease Agreement other than non-payment of rent), and will have five (5) days to cure default.
- In either case if default is not cured in the prescribed time period, **Landlord** may terminate all rights of the **Tenant** and institute the eviction process according to the laws of the municipality in which the premises is located. Any monetary judgment awarded to the **Landlord** will carry an interest rate equal to the highest rate allowable in the State of New York at the time that the judgment is made.

6. Occupancy and Use

- This residence shall be used only as a private dwelling and shall be occupied only by: **Teamsters Local 118 - All Officers, Employees, & Representatives**
- Occupancy by guests for more than fourteen (14) days without written consent of the **Landlord** shall constitute a violation of this Agreement.
- The **Tenant** shall not assign or sublease any portion of the premises without the prior written consent of the **Landlord**.
- Should **Tenant** fail to occupy premises after signing this Lease Agreement, **Tenant** will still be responsible for paying rent and complying with all other terms of this Agreement.
- **Tenant** will notify **Landlord** if there is to be absence from the premises for longer than seven (7) days. During such absences, **Landlord** may enter premises as reasonably necessary to maintain and inspect premises for needed repairs. In the absence of notification, any absence of longer than seven (7) days will be considered as an abandonment of the premises.

7. Option to Renew and Holding Over

- **Tenant** shall provide **Landlord** with written thirty (30) day notice prior the expiration of this lease Agreement as to **Tenant**'s future intentions regarding premises. **Landlord** agrees to give same thirty (30) day written notice of **Landlord**'s intentions prior to expiration of lease Agreement.

8. Access to Premises

- **Landlord** shall have the right to enter the premises:
 - a. In case of an emergency
 - b. When **Tenant** has surrendered or abandoned premises
 - c. To make necessary or agreed upon repairs, services, or inspections
 - d. Exhibit premise to prospective tenants, purchasers, mortgagees, or workers
- Under a. and b., **Landlord** shall have the right to enter premises at any time.
- Under c. and d., entry may not be made other than normal business hours, and with no less than overnight notice to **Tenant**.

9. Reasonable Care of Premises

- **Tenant** agrees to be careful and diligent in the use and treatment of the premises and is liable for any damages of the **Tenant**, **Tenant**'s family, agents, or guests, except for reasonable wear and tear under ordinary use.
- **Tenant** shall quietly enjoy the leased premises as long as **Tenant** shall pay the rent and observe and perform all conditions of this Lease.

10. Notice of Defects

- **Tenant** accepts the premises in its present condition.
- When any portion of the premises is out of repair, **Tenant** agrees to promptly report it to: **Olthof Funeral Home - 607-733-7566**
- **Tenant** agrees to promptly make all repairs at the **Tenant**'s expense for damage caused by misuse or neglect of the **Tenant**, **Tenant**'s family, agents or guest. In the event that **Tenant** fails to make such repair, **Landlord** or his agent may make the necessary repair and the **Tenant** will pay for the cost for the repair upon demand.

11. Laws and Regulations

- **Tenant** shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
- **Tenant** agrees not to use premises for any illegal activity or purpose.
- **Tenant** also agrees to abide by any and all regulations now in force, or which may hereafter be in force, pertaining to the use of premises, and shall not do anything upon the leased premises that would increase the fire and insurance rating on the property.

12. Indemnification and Court Fees

- **Tenant** agrees to hold **Landlord/Agent** harmless from any claim from damages, no matter how caused except for injury or damages for which **Landlord** is legally responsible.
- In any action or legal proceeding to enforce any parts of this Agreement, in accordance with the laws of the State of New York, the prevailing party shall recover reasonable attorney fees, court, and/or arbitration costs.

13. Insurance

- **Landlord** will carry fire insurance on the premises for any personal property furnished with the residence, and liability. It will be in the tenant's best interest to obtain and carry Renter's Insurance to cover contents and liability.

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_____ **Tenant** _____ **Date**

_____ **Tenant** _____ **Date**

_____ **Landlord or Agent of the Landlord** _____ **Date**

Andrew M. Cuomo
Governor



Division of
Licensing Services

Rossana Rosado
Secretary of State

A Division of the New York Department of State

FAIR HOUSING NOTICE

Federal, State and Local Fair Housing Laws protect individuals from housing discrimination. It is unlawful to discriminate based on certain protected characteristics, which include, but are not limited to: race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status.

THE FOLLOWING ARE SOME EXAMPLES OF POTENTIAL FAIR HOUSING VIOLATIONS:

- Refusing to rent, sell or show a property based on a potential tenant or purchaser's protected characteristic.
- Quoting a higher price to a purchaser or renter because of the potential purchaser or tenant's protected characteristic.
- Refusing to rent to a tenant who has children or increasing a security deposit based on the number of children who will be living in the apartment.
- Steering prospective tenants or purchasers to certain neighborhoods based on any protected characteristics.
- Refusing to rent to a potential tenant because of their source of income, including but not limited to, Section 8 vouchers or other government subsidies.
- Refusing to waive a "no pet" policy for tenants that require a service, assistance or emotional support animal.
- Discriminating at the direction of a seller or landlord or because it is the preference of a seller or landlord.
- Refusing to rent to a renter who is a victim of domestic violence.

Please Initial _____

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

YOU HAVE THE RIGHT TO FILE A COMPLAINT

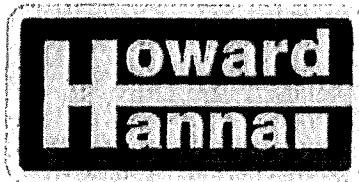
- New York State, Department of State: (518) 474-4429
- New York State, Division of Human Rights: (844) 862-8703

ALBANY OFFICE: One Commerce Plaza, 99 Washington Avenue, P.O. Box 22001, Albany, NY 12201-2001
• Customer Service: (518) 474-4429 • Website: www.dos.ny.gov • E-Mail: licensing@dos.ny.gov

REGIONAL OFFICES:

- BINGHAMTON • BUFFALO • HAUPPAUGE • NEW YORK CITY • UTICA

*This sign must be prominently posted in all real estate broker offices
and at all public open houses.*



Real Estate Services

**215 WEST CHURCH STREET
ELMIRA, NY 14901
OFFICE: 607-733-6600**

RENTAL BILL

DATE: 12/21/2023

LANDLORD: Olthof Funeral Home

LEASING FEE: \$3,475.00

RENTAL ADDRESS: 1014 Pennsylvania Avenue, Elmira, NY 14904

TENANT: Teamsters Local #118

RENT:	<u>\$ \$695.00/month</u>
PRORATE:	<u>\$ -0-</u>
PET DEPOSIT:	<u>\$ -0-</u>
SECURITY DEPOSIT:	<u>\$ \$695.00</u>

LEASE TERM: Five Years

