GARDEN HOMES MANAGEMENT CORPORATION

Apartment Lease-New York State

1. **Occupancy.** If the apartment is not ready for occupancy on the date this lease begins, your rent will not begin until we notify you that the apartment is ready for occupancy. We are not liable for any damage or inconvenience suffered by you because of a delay in the occupancy date. It is your responsibility to ensure that utilities servicing your apartment are put in your name as of the lease effective date.

2. **Apartment Condition.** In signing this lease, you agree that you have examined the apartment. You agree that you are satisfied with the physical condition of the apartment and that the apartment is in good order and repair. We have made you no promises as to the condition or repair of the apartment. Any complaints must be sent in writing to the Stamford office.

3. **Rental Payments and Late Charges.** Your rent is due on the first day of each month in advance. If not received by us by the 10th day of any month, a 3% additional late charge shall be added to the rent. You shall pay the rent by check or money order made out and sent to Garden Homes Management Corp., 29 Knapp Street, P.O. Box 4401, Stamford, CT. 06907 by mail. You shall not pay the rent in cash. If your name, address and apartment number are not printed on your rent check, you shall indicate your property and apartment number on its upper left-hand corner so that we may give you proper credit for your rent. All rental payments received by check will be electronically deposited, unless you pay by a non-consumer type check. If you wish to opt out of this program, you may pay by money order or a traveler's check. You may also sign up for our Automatic Payment Plan or pay your rent online at our website, www.gardenhomesmanagement.com. We shall not send you any monthly bill or receipt for the rent. Your canceled check or bank statement shall be your receipt. Third party checks will not be accepted.

4. **Bad Checks.** If a personal check that you have sent to us in payment of the rent is returned by the bank unpaid, we may elect to electronically re-present your check up to two more times. You shall be responsible for an additional returned check charge of $20 for each time it is returned, which fees may also be collected electronically. If such checks are returned on two occasions, we shall no longer accept your personal checks and all subsequent rental payments by you shall be by cashier's checks, money orders or certified personal checks.

5. **Eviction for Non-Payment, Attorneys Fees and Additional Rent.** If you fail to pay the rent and/or "additional rent" by the 10th day of the month when due, we may at any time thereafter sue you for the rent and institute proceedings to evict you from the premises or use any other legal remedy available to us, to collect the money or acquire possession of the rented property. In the event we proceed with any formal action to collect any amount due and owing from you, you agree to pay reasonable attorneys' fees in connection with that action, plus all actual costs expended by us in connection with that collection action. The attorneys' fees and costs incurred in a collection action are also called "additional rent". Payments must be in the form of a money order or certified check, no personal or third-party checks will be accepted.

6. **Eviction for Other Violations.** If you fail to carry out any of the other provisions of this lease, we may give you written notice to comply with them. If you fail to comply with our notice within the time so specified, we may then terminate your tenancy, but you shall continue to be liable to us for any cost or losses we incur as a result of your failure to comply with this lease. These costs and losses shall include any reasonable attorneys' fees that we incur in connection with our action to enforce these Guidelines, including costs of eviction if it shall be necessary.

7. **Landlord Right of Entry.** Upon prior notice, we and our agents and employees may enter the apartment during reasonable business hours to inspect, repair, or perform any work necessary to maintain the property. When emergency repairs are required, our agents and employees may enter at any time. If you are not present, our agents and employees may use a master key or forcibly enter the apartment without liability to you for such entry.

8. **Occupancy.** The apartment may be occupied only for residential purposes by you and the persons whose names are indicated in the application for lease as completed by you. You may not permit any other person to occupy the apartment unless you have received the express written consent of the landlord in advance. You may not assign this lease or sublet the apartment to any other person. If you violate this provision, this lease will be subject to immediate termination at the Landlord's option, you will vacate the apartment at once, forfeit your security deposit to us as liquidated damages, and be held responsible for any other applicable charges as specified in this lease. You must notify the landlord in writing when any child in occupancy reaches the age of 18 years old. Residents with visitors staying in the apartment more than 3 days

but less than 14 days (does not have to be consecutive days) must provide the superintendent with a letter identifying visitors by name, relationship, and the length of their stay. Visitors exceeding the 14-day period are no longer considered visitors and must submit an occupancy application to the Stamford office for review and approval.

9. **Behavior.** You, those who occupy the apartment with you, and your guests, will comply with all rules which we issue and which are necessary for the care, safety, and cleanliness of the apartment and for the comfort, quiet, and convenience of other tenants in the same residential development. While loud noises are never permitted, including but not limited to loud parties, excessive volume of radios, TV's and musical instruments, the hours between 10:00 PM and 8:00 AM shall be treated as very quiet hours. Any complaints must be sent in writing to the Stamford office. The following are grounds for immediate termination of tenancy: any activity, criminal or otherwise, that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; any activity, criminal or otherwise, that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; any activity, criminal or otherwise, that threatens the health or safety of any service or management staff responsible for servicing the premises; or any drug or alcohol related activity, criminal or otherwise, on or near such premises, engaged in by the resident, any member of the resident's household, or any guest or other person under the resident's control.

10. **Smoking.** Smoking is prohibited in all common areas of the building including, without limitation, laundry areas, hallways, stairwells, elevators and exercise areas. Where permitted, if you smoke outside the building, you must fully exit the building, close the door completely and be at least 20 feet away from the building. Cigarette butts must be disposed of properly. Where permitted, if you choose to smoke in your apartment, be reminded that smoke can travel through doorways, windows, wall joists, plumbing spaces and light fixtures. In order to minimize any impact on your neighbors, consider using an air filter/purification system to absorb the smoke. We discourage smoking on decks, patios or balconies. Tossing cigarette butts from the building is a fire hazard and is prohibited; they must be disposed of in ashtrays. Tenants who smoke in their apartments are subject to additional costs if smoking has impacted the condition of the premises. If you are living in a designated smoke-free building, smoking is prohibited in the building and on the property.

11. **Care of Apartment.** You will take good care of the apartment and all of the appliances that we have provided for your use. If you damage the apartment or appliances provided by us, you will be responsible for the cost of the necessary repairs or replacement. If heat is included, windows will be kept closed during the winter months. You are responsible for the installation and maintenance of your telephone and cable television services in the apartment. Cable or internet service installation should be scheduled with 24 hours' notice to us, Monday to Friday between 9:00 am and 3:00 pm. You will pay a fee for after-hours appointments. You will not install any outside radio, satellite dish, TV wall mount or television antenna or have a waterbed, a fish tank, clothes washer or clothes dryer in the apartment (unless hook ups are provided), or make any repairs, changes or connections to the plumbing, heating, or electrical systems. If the apartment has a water-saving showerhead or water-saving aerators in the sink faucets, you may not remove or disable these devices. You will use plumbing fixtures only for their intended purpose and will not put any grease and/or improper materials into the plumbing fixtures. You will be held responsible for the cost of repair if any improper material is found in the plumbing fixtures. You shall immediately report any water leaks such as toilets, faucets, appliances, windows, and/or roofs to the Stamford office. You will not install your own air conditioner in the apartment. You will not use any electric appliances that are dangerous or that do not use ordinary electrical plugs. You will not make any physical changes to the apartment or place any wallpaper or wall covering materials on its walls. You will not attach any type of stick-on picture hooks. You will not paint the apartment without our prior written approval. You will not dry or display any laundry outside the apartment. You will not bring into the apartment anything which increases the cost of fire or liability insurance which we keep on the property. Outdoor grills are prohibited. You will comply with all governmental laws and regulations. When you vacate the apartment, you will leave it in as good condition as it was when you first occupied it except for reasonable wear and tear. You will hold us harmless from any liability arising from any injury or damage caused by you, those who occupy the apartment with you, or your guests.

12. **Pets/Animals.** You, those who occupy the apartment with you and your guests may not keep or allow the visit of any dog, cat, reptile, bird or other animal in the apartment or on the premises. If you violate this rule, you will pay us a $5.00 surcharge for each day that the animal is kept in the apartment. Such violations will be grounds for termination of tenancy.

13. **Smoke Detectors.** In accordance with the fire safety code, it is your responsibility to check the smoke detector(s) weekly to be sure they are in proper working order. Management will replace smoke detector batteries on a regular basis and you will provide access to the apartment at such times. You are also responsible for notifying management in writing if your smoke detector is broken. Removal of or tampering with smoke detectors is prohibited and subject to a $500.00 fine.

14. **Motor Vehicles.** You, those who occupy the apartment with you, and your guests, may not keep any unregistered, unused, or inoperative motor vehicle or any trailer in any parking lot provided by us. Spaces in the parking lot are not individually assigned unless otherwise physically numbered. Parking in other assigned spaces, blocking a dumpster or parking in the

fire lanes is prohibited and such vehicles will be towed at owner's expense and subject to a $50.00 fine per occurrence. Maintenance or washing of vehicles is also prohibited in any parking lot owned by us. During and after snowstorms, all vehicles must be moved to allow for snow removal. Motorcycles must be stored off-site during the winter months.

15. **Locks.** You may not install any locks on the doors leading to the apartment and you may not change any existing locks. You will return all keys, including mailbox keys, parking permits and gym keys to us at the end of the rental period. You will be charged for any lost keys. You will be charged a fee if you lock yourself out of your apartment and we unlock the door for you or if you make an unauthorized change of any door locks.

16. **Refuse.** You will dispose of all refuse in the proper garbage or recycling containers. Trash is not to be left in hallways for disposal at a later time. No dumping of furniture, mattresses and the like is permitted. You are responsible for the removal of large items from the property. If any large items are left in or around the dumpster area, you will pay a removal charge of $250 per item. You will not litter on the premises.

17. **Common Areas.** You will not block any sidewalks, halls or stairways and you will not use them except to go to and from the apartment. You will not hang or shake anything from any windows, balconies, halls or stairways. You will not leave the door to the building unlocked unless it is normally unlocked. Children are to be supervised at all times. You will not allow children to play in parking lots, common hallways or common grounds unless there is a designated play area.

18. **Storage Areas.** At most properties, we no longer offer storage, but if you presently have personal property in a storage room it is at your sole risk. You will keep the area clean to avoid a fire hazard. We will not be liable for any loss, damage, or injury which may occur to your property while it is in such storage rooms. You shall remove any property in storage upon ten days' notice from our office. If not removed, such property shall be deemed abandoned and subject to disposal.

19. **Renewal Lease.** In the event that we offer you a renewal of this lease, you will respond at least 30 days prior to the expiration of your present lease by either signing the renewal lease or advising us in writing that you will vacate the apartment at lease end. Any notice provided less than 30 days from the date you intend to vacate will be treated as effective thirty days from the date of notice. You agree to pay rent through the last day of the month after the effective date.

20. **Month to Month Tenancy.** If you continue to occupy the apartment when this lease has expired, you will become a month-to-month tenant subject to the same terms and conditions as provided in this lease except for the rent, which will be at the new monthly amount as stated in the renewal lease offered to you plus a $25 monthly surcharge for the privilege of occupying the apartment on a month-to-month basis. You will give us at least 30 days' written notice of your intent to vacate during your month-to-month tenancy. Any notice provided less than 30 days from the date you intend to vacate will be treated as effective thirty days from the date of notice. You agree to pay rent through the last day of the month after the effective date.

21. **Abandonment of Apartment.** If you remove a substantial portion of your furniture and furnishings from the apartment at any time before the end of the term of this lease and do not first notify us in writing that by this removal you are not abandoning your apartment, we will have the right to consider your apartment and any items of personal property abandoned even if you have not returned the keys to the apartment to us.

22. **Termination of Lease Upon Death.** Upon the death of the tenant, or in the case of a lease executed by more than one tenant, upon the death of the last survivor of tenants, the Landlord may elect to terminate this lease and obtain possession of the apartment in accordance with applicable law. The termination of a lease under this section shall not relieve the tenant's estate from liability either for payment of rent or other amounts owed prior to or during the notice period(s) or for the payment of amounts necessary to restore the premises to their condition at the beginning of the tenant's occupancy, normal wear and tear excepted.

23. **Landlord Not Liable for Damages.** We will not be liable for any damage or injury to you or any other person or to property for any reason including, but not limited to, water, rain, steam, snow, gas, or electricity which may leak into or enter the apartment or the building in which the apartment is located. We will not be liable for any damage or injury to you or any other person or to property as a result of any broken pipes, plumbing, or electrical lines which are in the apartment or the building in which the apartment is located. In the event you become aware of any damage or any condition in either your apartment or the common areas of the property which you regard as unsafe, you will give us written notice of such condition so that we can inspect and correct it. We will not be liable for any loss of property, vehicles or injury to you or any other person that occurs as a result of any burglary, robbery, theft, or other wrongdoing committed by any person. You are required to maintain renter's insurance for protection with minimum liability coverage of $100,000.

24. **Damage by Fire.** In case the apartment is damaged by fire or other causes so that you cannot continue to occupy it, this lease will end, and you will vacate the apartment within ten days from the date of damage. If the apartment or common

areas are damaged by fire or other causes brought about by you or your guest(s) actions or negligence, you will be held financially responsible for all costs and repairs.

25. **Security Deposit.** We will return the security deposit to you when this lease ends and after you have vacated the apartment and returned the keys, so long as you have paid the last month's rent of your lease term and have carried out all of the terms of this lease which includes providing 30 days written notice to vacate and a forwarding address. We will pay you interest on your security deposit in accordance with state law. In the event that you fail to pay the rent or late charges or fail to carry out the other terms of this lease, we will apply all or a portion of the security deposit for any of these purposes. You may not use your security deposit to pay for your last month's rent. Tenant is not considered moved out until all keys have been returned. During the initial term of the lease, if the apartment is abandoned or vacated, or the lease is otherwise terminated due to your failure to abide by its terms, you shall immediately forfeit your security deposit.

26. **Move Out Charges.** If the apartment is not left in good condition, with normal wear and tear excepted, you will be responsible for all charges necessary to restore the apartment, including, but not limited to, the charges listed on Addendum A attached to this lease.

    During the initial term of the Lease, if the apartment is abandoned or vacated, or the lease is otherwise terminated due to Tenants' failure to abide by its terms, the following charges will also be assessed:

    1. The cost to repaint the apartment.
    2. The cost to shampoo the carpet.
    3. The cost to clean the apartment.
    4. The cost for all advertising done in connection with re-renting the apartment.
    5. The cost of any commission incurred in connection with re-renting the apartment.
    6. The sum of all rent and utility charges due through the date of re-occupancy of the apartment.

    If the amounts exceed the Security Deposit, the tenants shall be billed for the balance. Failure to pay will result in collection proceedings in addition to reporting the debt to the relevant Credit Bureaus.

27. **Notices.** Any notice by either party to the other shall be in writing and shall be either delivered personally or mailed postage prepaid to you at your apartment and to ourselves, Garden Homes Management Corporation, at 29 Knapp Street, P.O. Box 440l, Stamford, Connecticut 06907.

28. **Lease Binding.** The provisions of this lease will bind you and us and our respective successors, heirs, legal representatives and assigners.

29. **Governmental Rules and Regulations.** In addition to your lease, you will also comply with all rules, regulations, ordinances and laws of local, state and federal governments or public authorities and of all their departments, bureaus and subdivisions applicable to and affecting the leased space during the term of this lease. You shall promptly comply with all orders, regulations, requirements and directives of 911, local, state and federal authorities.

30. **Landlord's Reservation of Rights.** We reserve the right to locate and maintain**,** on, under and across the leased space, such utility line facilities as may be necessary or convenient to serve you and other tenants in the complex including water lines, television lines, sewer lines, gas lines and such facilities as needed. Exercise by us of such reserved right shall not unreasonably interfere with your use of leased space.

31. **Subordination of Lease and Power of Attorney.** You agree that this Lease is automatically subject and subordinate to any renewal of any mortgage or mortgages now on the premises or any new mortgage or mortgages. You agree, upon our request, to sign any paper or papers which we may deem necessary to accomplish subordination.

32. **Saving Clause.** In the event that any provision or portion thereof shall be determined to be unenforceable, the balance of such provision and all other provisions hereof shall continue to be in full force and effect.

Rev. January 2025

ADDENDUM "A"
MOVE OUT CHARGES
(EXCLUDING NORMAL WEAR AND TEAR)

Animal Clean Up	Starting at $50-$75 + Excessive Cleaning/Flooring Damage
Appliance Replacement	Micro: $400; D/W: $400; Stove: $600; Fridge: $700
Kitchen Cabinet/Drawer Replacements	Cost per Item
Carpet Cleaning: Professional	Starting at $200/apt
Carpet Patches	$85/ea
Carpeting/Flooring Replacement	Starting at $300-400/room
Ceiling Fan Replacement	$150/ea
CO2/Smoke Detector Replacement	$65/ea
Counter Damage	Small: $250/ea; Large: $400/ea
Door Trim Damage	$150/ea
Doors/Interior	$100/ea
Doors/Storm or Exterior Door	$300/ea
Dumpster Fees	20-yd: $300/ea; Larger: $400-$500/ea.
Extermination Charges	$300/visit
Extra Cleaning Hours: Staff	Starting at $250/apt.
Faucet Aerators Replacement	$50/ea
Floor Register Replacement	$15/ea
Furniture Removal	$100/item; Sofas/Large Items: $250/item
Keys Not Returned At Move Out	Full set: $250; Apt/Mailbox: $50/ea; Gym: $100/ea.
Kitchen Appliances/Bath Fixtures: Dirty	$40-$50/appliance or fixture
Light Fixture Replacement	$75/ea
Parking Permit/Sticker	$25/ea
Porch Railings	$150/ea
Shelving Damage	$50-$100 (depending on size)
Shower Head Replacement	$75/ea
Trash Removal	$25/bag
Wall Repairs	$50/hole or patch
Walls/Ceilings: Clean Smoker's Damages	Starting at $500/apt
Walls: Painted, Colored, Stickered	$200/wall - $400/room
Window Blind Replacement	Sm:$30/ea; Med: $45/ea; Lg: $55/ea and up
Window Screen Repair/Replacement	Interior: $30/screen; Storm door: $45/screen
Window Sills	$50/ea
Window Trim Damages	$25/ea; $100/window

1/1/2025

* These charges are based on average repair or damage. This list has been prepared for your information only and is not all-inclusive. Actual charges may vary. Excessive damage or damage to items not listed here may incur additional costs