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Rochester, NY 14614
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tenants@tekpmroc.com



TEK Management, LLC Residential Lease Agreement

Lessor(s)	Date of Birth	Social Security #	Phone Number	Email
<i>C. S. P. R. - P. R. Z</i> Gabrielle Castro	<i>07/04/1995</i> 07/04/2000	<i>519-46-9166</i> 592-91-2071	<i>(585) 623-0919</i> (585) 649-2442	<i>Ryuhafage10@gmail.com</i> gabriellecastro@myyahoo.com
Leased Address:	751 W Main Street #D, Rochester, NY 14611			
Property Description:	Number of bedroom(s): 2 Number of bathroom(s): 1			
Move-In Date:	6/1/2026			
Expiration Date:	5/31/2027			
Rent Amount:	\$1300			
Security Deposit:	Amount: \$ 1300 Date Paid: 5/22/2026			
Required of Tenant	☒ Gas ☒ Electric ☒ Internet ☐ Water ☐ Garbage ☐ Stove ☐ Fridge ☐ Dishwasher ☐ Washer ☐ Dryer ☐ Lawn Care ☐ Snow Removal			

1. Parties, Premises and Definitions

1.1 Parties

This Residential Lease Agreement ("Agreement") is made between TEK Property Management, LLC, acting as agent for the Owner A&S Portfolio Properties LLC ("Landlord"), and the individual(s) listed on this Lease ("Tenant" or "Tenants").

If more than one Tenant signs this Agreement, each Tenant shall be jointly and severally liable for all obligations under this Lease, including but not limited to rent, damages, and compliance with all terms herein.

1.2 Premises

Landlord hereby leases to Tenant the residential premises located at:

Address: 751 W Main Street #D

City/State/Zip: Rochester, NY 14611

(Hereinafter referred to as the "Premises").

The Premises shall be used **solely for residential purposes** and for no other purpose without prior written consent of the Landlord.

1.3 Occupancy

Only individuals listed on this Lease and any attached Occupant Addendum shall reside at the Premises.

Tenant agrees:

- All occupants **18 years or older must be disclosed**
- Tenant must notify Landlord of any change in occupants within **five (5) days**
- Unauthorized occupants may constitute a **material lease violation**

Landlord reserves the right to require screening of additional occupants adjust rent where legally permissible.

1.4 Definitions

For purposes of this Agreement, the following definitions shall apply:

- **"Lease Term"**: The fixed period stated in this Agreement
- **"Rent"**: The monthly base rent plus any additional charges deemed "additional rent"
- **"Additional Rent"**: Any charges due under this Lease including late fees, damages, utilities, administrative fees, and other lawful charges

CC JC



- **"Default"**: Failure of Tenant to comply with any term of this Lease
- **"Premises"**: The leased dwelling and any associated areas (yard, basement, driveway, etc.)
- **"Notice"**: Written communication delivered in accordance with this Lease and applicable New York law

1.5 Agent Disclosure

Tenant acknowledges that **TEK Property Management, LLC** is acting solely as an **agent for the property owner** and shall not be personally liable for obligations of the owner.

1.6 Entire Premises Condition

Tenant acknowledges that they have:

- Inspected the Premises (or had the opportunity to do so)
- Accepted the Premises in its current condition, except as otherwise noted in writing

1.7 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, including but not limited to New York State Housing Stability and Tenant Protection Act of 2019.

2. Term, Renewal, Notice & Holdover

2.1 Lease Term

The Lease Term shall begin on:

Start Date: 6/1/2026

End Date: 5/31/2027

This Agreement shall remain in full force for the entire Lease Term unless terminated in accordance with the provisions contained herein or as permitted by law.

2.2 Automatic Renewal / Month-to-Month Tenancy

Upon expiration of the initial Lease Term, this Agreement shall automatically convert to a **month-to-month tenancy** under the same terms and conditions set forth herein, except as modified by law, unless either party provides proper written notice of termination.

2.3 Notice of Non-Renewal (NY Compliant)

Tenant and Landlord agree that termination of tenancy by the landlord requires **written notice**, and such notice must comply with New York law, including:

- **30 days' notice** if tenancy is less than 1 year and tenant does not have a one year lease
- **60 days' notice** if tenant has at least a 1 year lease and/or if tenancy is more than 1 year but less than 2 years
- **90 days' notice** if tenancy is 2 years or more

Tenant and Landlord agree that termination of tenancy by the *tenant* requires written notice that must comply with New York law as follows:

- No notice required if the tenant is vacating at the end of their lease term.
- If the tenant is vacating after their lease term has ended and they are on a month-to-month tenancy, then 30 days notice is required.

2.4 Tenant Move-Out Requirements

Tenant agrees that:

- Verbal notice is **NOT valid**
- Notice must be submitted in writing
- Tenant is responsible for **full rent through the notice period**, even if vacating early

Example (for clarity):

If Tenant intends to vacate on August 1, proper written notice must be provided no later than June 30 (for a 30-day requirement scenario).



2.5 Holdover Tenancy

If Tenant remains in possession of the Premises after expiration or termination of this Lease without Landlord's written consent:

- Tenant shall be considered a **holdover tenant**
- Tenant shall also be liable for:
 - o Any damages incurred by Landlord
 - o Lost rental opportunities
 - o Legal fees as permitted by law

Acceptance of rent during holdover shall **not** be construed as a renewal or extension of a fixed-term tenancy, and shall instead be deemed to create or continue a month-to-month tenancy under the same terms and conditions of this Lease, except as otherwise required by law.

2.6 No Automatic Right to Renewal

Tenant acknowledges that:

- This Lease does **not guarantee renewal**
- Renewal is subject to:
 - o Compliance with lease terms
 - o Payment history
 - o Property condition
 - o Applicable laws

2.7 Entry for Showings

Upon notice of termination or during the final portion of tenancy, Tenant agrees that Landlord may enter the Premises to show it to prospective tenants or purchasers.

Such showings shall occur during reasonable hours, generally between **9:00 a.m. and 7:00 p.m.**, and in accordance with notice requirements.

Tenant agrees not to unreasonably interfere with such showings.

2.8 Good Cause Eviction Compliance

Where applicable, this Lease shall comply with New York "Good Cause Eviction" requirements, meaning:

- Landlord may not refuse renewal or terminate tenancy without legally recognized cause
- Acceptable causes may include:
 - o Nonpayment of rent
 - o Material lease violations
 - o Nuisance or illegal activity
 - o Owner occupancy or other lawful grounds

This Lease shall begin and end on the dates listed. It shall convert to month-to-month unless terminated with proper notice (30/60/90 days depending on tenancy length).

3. Rent, Payments, Additional rent

3.1 Rent Amount and Due Date

Tenant agrees to pay monthly rent in the amount of \$ 1300 **per month**

Rent is due in full on the **1st day of each calendar month** without demand, deduction, or offset.

3.2 Grace Period & Late Fee (NY Compliant)



Tenant shall have a grace period through the **5th day of the month**.

If rent is not received in full by the end of the 5th day:

- A **late fee of \$25.00** shall be assessed
- Said late fee shall be considered **additional rent**

This late fee is intended to compensate Landlord for administrative costs and is structured to comply with New York law.

3.3 Form of Payment

All rent payments must be made using one of the following approved methods:

- Online tenant portal – fee's may apply - (preferred method)
- Money order
- Cashier's check
- PayNearMe
- Other approved electronic payment methods
- Cash (by appointment only at the office – see address above)

Personal checks are NOT accepted.

3.4 Payment Application

All payments received shall be applied in the following order:

1. Outstanding additional rent (fees, charges, damages)
2. Past due rent
3. Current rent

Tenant agrees that Landlord has sole discretion in applying payments in this manner.

3.5 Additional Rent

Tenant agrees that the following shall be deemed "**additional rent**" and collectible as rent:

- Late fees
- Utility charges
- Repair and maintenance charges caused by Tenant
- Legal fees where permitted by law
- Returned payment fees
- Any other charges due under this Lease

Failure to pay additional rent constitutes **nonpayment of rent** and may result in eviction proceedings.

3.6 Returned Payments

Any payment returned for insufficient funds or other reasons shall:

- Be considered **unpaid rent**
- Tenant shall be responsible for all actual costs incurred by Landlord as a result, including any fees charged by financial institutions or payment processors. Such amounts shall be deemed additional rent and shall be due immediately upon demand.
- After two insufficient funds or other reasons in a twelve month time period all future payments to be made via certified funds or cash

3.7 Failure or Delay in Delivery of Payment

Tenant acknowledges:

- Payments sent by mail are at Tenant's risk
- "Lost in the mail" payments are considered **unpaid until received**
- Proof of mailing does **not** constitute proof of payment
- Post Mark on envelope dictates if late fee applies (Late after the 5th of the month)

3.8 Partial Payments

Landlord reserves the right to accept or reject partial payments.

Acceptance of a partial payment:

- Does **NOT** waive Landlord's right to pursue full payment
- Does **NOT** stop eviction proceedings unless agreed in writing

3.9 No Offset or Withholding

Tenant shall not:

- Withhold rent
- Deduct expenses from rent
- Offset rent for any reason

Except as otherwise required by New York law, including applicable escrow or trust account requirements, which shall be handled, held, and returned in accordance with applicable New York State statutes and regulations.

3.10 Rent During Possession

Rent shall continue to accrue until:

- Tenant has fully vacated the Premises
- All personal belongings are removed
- Keys are returned to Landlord

3.11 Holdover Rent

If Tenant remains in possession after termination, rent shall be charged in accordance with **Section 2.6 (Holdover Tenancy)**.

4. Deposit for Tenancy & Security Deposit

4.1 Deposit for Tenancy (Holding Deposit)

Tenant agrees that any payment made prior to taking possession of the Premises shall be considered a **"Deposit for Tenancy" (holding deposit)**.

This deposit is made in consideration of:

- Removing the Premises from the rental market
- Administrative processing
- Lost rental opportunities

4.2 Application of Deposit

If Tenant takes possession of the Premises as agreed the Deposit for Tenancy shall be **credited toward the Security Deposit**

4.3 Failure to Take Possession

If Tenant fails to take possession of the Premises for any reason not caused by Landlord:

- The Deposit for Tenancy may be **retained by Landlord** as compensation for:
 - o Lost rent
 - o Marketing costs
 - o Administrative expenses

Tenant acknowledges that these damages are difficult to quantify and agrees this amount is reasonable.

4.4 Security Deposit Amount

Tenant shall pay a Security Deposit in the amount of: \$ 1300

This deposit is held as security for the faithful performance of all terms of this Lease.

4.5 Security Deposit Handling



The Security Deposit shall be:

- Held in accordance with New York law in a **separate interest-bearing account**
 - The **ESL Federal Credit Union**
 - The **225 Chestnut Street Rochester, NY 14604**
- Not commingled with personal funds
- Returned within **14 days after Tenant vacates the Premises, deducting any outstanding expenses our damages incurred during the tenancy.**

4.6 Itemized Statement Requirement

If any portion of the Security Deposit is retained, Landlord shall provide:

- An **itemized statement** of damages and charges
- Within the same **14-day period**

4.7 Permitted Deductions

The Security Deposit may be used for:

- Unpaid rent or additional rent
- Damage beyond normal wear and tear
- Cleaning costs required to restore the unit
- Removal of personal property or debris
- Key replacement / lock changes
- Utility charges or unpaid fees

4.8 Damage vs. Normal Wear

Tenant acknowledges that the following are **NOT considered normal wear and tear**:

- Holes, large marks, or damage to walls
- Stains, burns, or excessive wear on flooring or carpet
- Broken fixtures, windows, or appliances
- Odors caused by smoking or pets
- Excessive dirt, grease, or neglect

Tenant shall be responsible for full repair or replacement costs.

4.9 Use as Last Month's Rent

The Security Deposit **may NOT be used as last month's rent** and must remain intact until tenancy is fully completed

4.10 Condition of Premises at Move-Out

Tenant shall return the Premises in a condition comparable to that at move-in, reasonable wear and tear excepted.

Tenant shall:

- Remove all personal belongings
- Clean the Premises, in broom clean condition
- Leave the unit in a rentable condition

Failure to do so shall result in cleaning and repair charges.

- Return all keys
- Vacate completely
- Provide a forwarding address
 - If no forwarding address is given it may delay the return of your Security Deposit

Failure to meet these conditions may delay processing of the Security Deposit.

4.11 Continued Charges Until Surrender

Tenant acknowledges that:

- Rent and charges continue until:
 - o Premises are fully vacated
 - o Keys are returned

4.12 Abandoned Property

Any personal property left behind after vacancy may be:

- Removed at Tenant's expense
- Disposed of in accordance with applicable law

5. Utilities & Services

5.1 Tenant Responsibility for Utilities

Tenant shall be solely responsible for the establishment, maintenance, and payment of all utilities and services associated with the Premises, unless otherwise expressly stated in writing by Landlord.

Such utilities and services may include, but are not limited to:

- Gas and electric service (including RG&E)
- Water and sewer charges (where applicable)
- Refuse and garbage collection
- Internet, cable, and telephone services
- Lawn care and snow removal, where applicable

5.2 Utility Transfer Requirement

Tenant agrees that all required utilities must be transferred into Tenant's name 24 hours prior to taking possession of the Premises. Proof of such transfer is required before releasing keys.

Failure to establish utilities as required may result in:

- Delay of move-in
- Additional charges
- A violation of this Lease

5.3 Continuous Utility Service

Tenant shall maintain continuous utility service throughout the tenancy.

Any interruption or discontinuation of service caused by Tenant's action or inaction shall constitute a material breach of this Lease.

5.4 Utility Shutoff and Resulting Damages

If utilities are disconnected due to Tenant's failure to maintain service, Tenant shall be responsible for:

- All reconnection costs
- Any damage resulting from such disconnection
 - Such damages may include, but are not limited to:
 - Frozen or burst pipes
 - Water damage
 - Mold or mildew
 - Electrical system damage

All such costs shall be deemed additional rent.

Failure of tenant to have utilities reconnected shall be considered a material breach of this lease.

5.5 Water Charges (Where Applicable)



Where water service is not separately metered or billed directly to Tenant, Tenant may be responsible for water charges as determined by Landlord.

Such charges may be:

- Billed periodically, including quarterly billing
- Allocated based on usage or other reasonable method

Any unpaid water charges shall be deemed additional rent.

5.6 Failure to Maintain Utilities as Lease Violation

Tenant's failure to maintain required utility services shall constitute a material breach of this Lease, which may result in:

- Notice to cure
- Lease termination
- Eviction proceedings

All actions shall be taken in accordance with applicable law.

5.7 Landlord Not Responsible for Utility Interruptions

Landlord shall not be liable for:

- Interruption of utility services
- Delays in service restoration
- Acts or omissions of utility providers
- Loss of food, personal property, or inconvenience

5.8 Access for Utility Providers

Tenant agrees to provide reasonable access to the Premises for utility providers for the purpose of:

- Installation
- Maintenance
- Inspection
- Repair

6. USE OF PREMISES, OCCUPANCY & CONDUCT

6.1 Permitted Use of Premises

Tenant shall use the Premises solely as a **private residential dwelling**.

Tenant shall not use or permit the Premises to be used for:

- Any commercial or business purpose
- Any unlawful purpose
- Any activity that violates applicable laws or ordinances

Any unauthorized use shall constitute a material breach of this Lease.

6.2 Occupancy Restrictions

Only those individuals listed on this Lease and any approved addenda shall be permitted to reside at the Premises.

Tenant agrees that:

- All occupants aged eighteen (18) or older must be disclosed and approved
- Tenant shall notify Landlord in writing of any change in occupancy within five (5) days



Guests staying beyond a reasonable period, defined as more than **seven (7) consecutive days or fourteen (14) days within any twelve-month period**, may be considered unauthorized occupants.

Tenant may reside in the Premises with members of Tenant's immediate family, including spouse, children, and other persons related by blood, marriage, or legal relationship, provided that such occupancy complies with applicable laws, the terms of this Lease, and disclosure to Landlord.

6.3 Unauthorized Occupants

The presence of any unauthorized occupant shall constitute a **material violation of this Lease**.

Upon discovery of an unauthorized occupant, Landlord may, to the extent permitted by law:

- Require removal of such occupant
- Require screening and approval of such occupant
- Adjust rent where legally permissible
- Initiate enforcement actions, including termination of tenancy

6.4 Responsibility for Occupants and Guests

Tenant shall be responsible for the conduct of:

- All occupants of the Premises
- All guests and invitees

Any violation of this Lease by such persons shall be deemed a violation by Tenant.

6.5 Nuisance and Disturbance

Tenant shall not engage in, nor permit others to engage in, any conduct that disturbs the peace, comfort, or safety of other residents or neighbors.

Such conduct includes, but is not limited to:

- Excessive noise or smells
- Disorderly behavior
- Repeated complaints from neighbors or authorities

6.6 Nuisance Enforcement

Tenant acknowledges that repeated disturbances may result in enforcement action.

If the Premises is the subject of **three (3) or more police calls, nuisance complaints, or documented disturbances**, such activity shall constitute a **material breach of this Lease**.

Landlord may, in accordance with applicable law:

- Issue a notice to cure
- Terminate the tenancy
- Initiate eviction proceedings

6.7 Quiet Enjoyment 10:00 p.m. to 8:00 a.m.

Tenant shall have the right to quiet enjoyment of the Premises so long as Tenant complies with all terms of this Lease.

Tenant shall not interfere with the quiet enjoyment of other residents or neighboring properties.

6.8 Gatherings and Parties

Tenant shall not host gatherings or parties that:

- Disturb neighbors
- Create excessive noise
- Result in complaints or police involvement

Any such conduct may constitute a lease violation and may result in enforcement action.



6.9 Landlord Non-Liability

Landlord shall not be liable for disturbances caused by other tenants, occupants, or third parties and shall not be required to mediate or resolve disputes between tenants. However, Landlord reserves the right, but not the obligation, to take reasonable action to enforce the terms of this Lease and maintain order at the Premises.

6.9 Property Condition and Cleanliness

Tenant shall maintain the Premises in a clean and orderly condition at all times.

This obligation includes, but is not limited to:

- Interior living spaces
- Exterior areas associated with the Premises
- Common areas, where applicable

Tenant shall not allow accumulation of trash, debris, or unsanitary conditions.

6.10 Garbage and Refuse Compliance

Tenant shall properly dispose of all garbage, recycling and refuse in accordance with local requirements

Tenant agrees to:

- Properly bag and contain trash
- Place garbage at the curb in accordance with local schedules
- Remove containers promptly after collection

Tenant shall not allow accumulation of trash, debris, or unsanitary conditions.

Failure to comply may result in fines, cleanup costs, or service charges, all of which shall be deemed additional rent. Any fines or violations issued by a municipality as a result of Tenant's actions shall be **Tenant's responsibility and deemed additional rent**

6.11 Vehicles and Parking

Tenant shall comply with all parking rules applicable to the Premises.

Tenant agrees that:

- Only registered and insured vehicles shall be permitted
- No inoperable or unregistered vehicles shall be stored on the Premises
- Vehicles must be parked only in designated areas

Violation of this provision may result in towing at Tenant's expense.

Landlord shall not be liable for disputes, damage, loss, or inconvenience related to parking, including but not limited to actions of other tenants, occupants, guests, or third parties. Landlord shall not be required to mediate or resolve parking disputes between tenants or occupants. However, Landlord reserves the right, but not the obligation, to take reasonable action to enforce parking rules, regulate use of parking areas, and maintain order at the Premises.

6.12 Prohibited Items and Activities

Tenant shall not keep or use any of the following on the Premises:

- Pools, hot tubs, or similar water features
- Trampolines
- Hazardous or flammable materials

Such items are considered unsafe and may result in immediate lease violation.

6.13 Compliance with Laws and Ordinances

Tenant shall comply with all applicable:

- Local ordinances
- State laws



- Housing regulations

Failure to comply shall constitute a breach of this Lease

7. MAINTENANCE, REPAIRS & TENANT RESPONSIBILITIES

7.1 General Maintenance Obligations

Tenant shall maintain the Premises in a **clean, safe, and sanitary condition** at all times.

Tenant shall exercise reasonable care in the use of all portions of the Premises, including fixtures, systems, and any equipment, and shall take all reasonable steps to prevent damage.

Tenant shall submit all maintenance requests, repair requests, and service issues exclusively through the Landlord's designated online tenant portal, currently **Buildium**, unless otherwise directed in writing by Landlord.

Tenant shall not rely on verbal communication, text messages, emails, or other informal methods to report maintenance issues. Submission through the Buildium tenant portal shall be the only recognized method of reporting non-emergency maintenance requests.

7.2: KEYS, LOCKOUTS & REKEYING

Tenant shall be responsible for maintaining possession of all keys, access devices, and entry credentials to the Premises.

7.2(a) Lockouts

In the event Tenant is locked out of the Premises, Tenant may request assistance from Landlord or its agent.

Tenant agrees that the following fees shall apply:

- **Twenty Dollars (\$20.00)** for lockout assistance during normal business hours
- **Fifty Dollars (\$50.00)** for lockout assistance outside of normal business hours

All such charges shall be deemed **additional rent** and due immediately.

7.2(b) Lost or Missing Keys

Tenant shall immediately notify Landlord of any lost or missing keys.

Landlord may, at its discretion, require:

- Rekeying of the Premises
- Replacement of locks or security devices

All associated costs shall be the responsibility of Tenant and shall be deemed **additional rent**.

7.X(c) Rekeying and Security

If rekeying or lock replacement is required due to:

- Lost or unreturned keys
- Unauthorized duplication
- Security concerns caused by Tenant

Tenant shall be responsible for all associated costs, which shall be deemed **additional rent**.

7.2(d) No Unauthorized Lock Changes

Tenant shall not:

- Change locks
- Add locks
- Rekey any lock

Without prior written consent of Landlord.

Any unauthorized changes may be corrected by Landlord at Tenant's expense, which shall be deemed **additional rent** or it may be considered a material breach in this lease.



7.2 Duty to Report Conditions

Tenant shall promptly notify Landlord, in writing through the designated tenant portal, of any condition affecting the Premises, including but not limited to:

- Water leaks or plumbing issues
- Electrical problems
- Structural concerns
- Any condition that may cause damage or pose a safety risk

Such notice shall be provided **within twenty-four (24) hours** of Tenant becoming aware of the issue.

Failure to timely report such conditions shall result in Tenant being responsible for any resulting or increased damage.

7.3 Tenant-Caused Damage

Tenant shall be responsible for all damage to the Premises caused by:

- Tenant
- Members of Tenant's household
- Guests or invitees

Tenant shall be liable for the full cost of repair or replacement of any such damage, which shall be deemed **additional rent**.

7.4 Plumbing Use and Restrictions

Tenant agrees that only toilet paper shall be flushed through the plumbing system.

Tenant shall not flush or introduce into the plumbing system any of the following:

- Wipes of any kind (including "flushable" wipes)
- Paper towels
- Feminine hygiene products
- Grease, oils, or food waste
- Any foreign objects

If a plumbing issue arises due to misuse, Tenant shall be responsible for all resulting costs, including but not limited to drain cleaning, snaking, repair, and system damage.

7.5 Clogged Drains and Toilets

Tenant acknowledges that most clogs are the result of improper use.

Tenant shall take reasonable initial steps to address minor clogs; however, if a clog or blockage is determined to be caused by Tenant's misuse, all service and repair costs shall be charged to Tenant as additional rent.

7.6 Appliances

Unless otherwise provided in writing, Tenant shall be responsible for supplying appliances.

Any appliances present at the Premises are provided **as a courtesy only**.

Landlord makes no representations regarding the condition or functionality of such appliances and shall have **no obligation to repair or replace them**.

7.7 Smoke and Carbon Monoxide Detectors

Tenant acknowledges that smoke detectors and carbon monoxide detectors are installed and functioning at the commencement of tenancy.



Tenant agrees to:

- Test such devices regularly
- Replace batteries as necessary
- Notify Landlord of any malfunction

Failure to maintain such devices may result in service charges and may constitute a lease violation.

7.8 Pest Control

Tenant shall maintain the Premises in a manner that prevents infestation, including proper cleaning and storage of food.

If an infestation is caused by Tenant's actions or conditions within the Premises, including poor housekeeping, Tenant shall be responsible for the cost of pest control services, which shall be deemed additional rent.

7.9 Lawn Care and Snow Removal

Where applicable, Tenant shall be responsible for:

- Lawn maintenance, including mowing and debris removal
- Snow and ice removal from walkways, driveways, and entrances

Failure to perform such obligations may result in Landlord arranging for such services, with all costs charged to Tenant as additional rent.

7.10 Alterations and Repairs by Tenant

Tenant shall not make any alterations, repairs, or improvements to the Premises without prior written consent of Landlord.

Unauthorized alterations may be removed or corrected by Landlord, and all associated costs shall be charged to Tenant.

7.11 Basement and Attic Use

Tenant acknowledges that basements and attics may not be fully waterproof or climate-controlled.

Any storage in such areas shall be at Tenant's sole risk, and Landlord shall not be responsible for damage to personal property stored therein.

Tenant shall not use basements, attics, or any non-habitable areas of the Premises as sleeping quarters, bedrooms, or living space, as such areas are not intended or permitted for habitation and may not comply with applicable building, fire, and safety codes.

8. ENTRY, ACCESS & LANDLORD RIGHTS

Tenant shall provide reasonable access to the Premises for maintenance, repairs, and inspections in accordance with the entry provisions of this Lease.

Tenant shall not unreasonably delay or deny such access.

Landlord may enter the Premises without prior notice in the event of an emergency affecting life, safety, or property, and will make reasonable efforts to notify Tenant of such entry as soon as practicable under the circumstances.

8.1 Right of Entry

Landlord, its agents, employees, or authorized contractors shall have the right to enter the Premises for lawful purposes, including but not limited to:

- Inspection of the Premises
- Making repairs, alterations, or improvements

- Performing maintenance
- Ensuring compliance with this Lease
- Showing the Premises to prospective tenants, purchasers, or lenders

Such entry shall be exercised in accordance with this Lease and applicable law.

8.2 Notice of Entry

Except in cases of emergency, Landlord shall provide **reasonable advance notice**, which shall generally be **not less than twenty-four (24) hours**, prior to entering the Premises.

Notice may be provided by:

- Telephone
- Text message
- Email
- Written notice

8.3 Emergency Entry

Landlord may enter the Premises **without prior notice** in the event of an emergency, including but not limited to:

- Fire
- Flood or active water leak
- Gas leak
- Electrical hazard
- Any condition posing an immediate threat to health, safety, or property

8.4 Maintenance Requests Constitute Consent

Tenant agrees that any request for maintenance, repair, or service submitted by Tenant shall constitute **consent for Landlord to enter the Premises** to address the issue.

Such entry may occur:

- With or without Tenant present
- Within a reasonable timeframe after notice or attempted notice

8.5 Failure to Respond to Notice

If Landlord provides notice of entry and Tenant fails to respond, Landlord may proceed with entry as scheduled.

Such entry shall not be deemed unauthorized, provided it complies with this Lease and applicable law.

8.7 Tenant Obligation Not to Deny Access

Tenant shall not:

- Unreasonably deny access to the Premises
- Interfere with repairs, inspections, or showings
- Change locks without Landlord's consent

Any such conduct shall constitute a **material breach of this Lease**.

8.7(a) Entry by Contractors and Vendors

Tenant agrees that Landlord may authorize third parties to enter the Premises for the purpose of:

- Repairs
- Maintenance
- Inspections
- Improvements



8.8 Lock Changes

Tenant shall not change, rekey, or install additional locks without prior written consent of Landlord. If locks are changed without permission, Landlord may restore access, and all associated costs shall be charged to Tenant as **additional rent**.

8.10 Liability for Lawful Entry

Landlord shall not be liable for entry into the Premises when such entry is conducted in accordance with the terms of this Lease and applicable law.

9. PROHIBITED CONDUCT, SMOKING, PETS & LIABILITY

9.1 General Prohibited Conduct

Tenant shall not engage in, permit, or allow any activity on the Premises that:

- Violates any local, state, or federal law
- Creates a nuisance or disturbance
- Causes damage to the Premises
- Endangers the health or safety of others

Any such conduct shall constitute a **material breach of this Lease**.

9.2 Illegal Activity

Tenant shall not engage in or permit any illegal activity on or near the Premises, including but not limited to the use, manufacture, distribution, or storage of illegal substances.

Any such activity shall constitute a **material and immediate breach** of this Lease and may result in termination and legal action in accordance with applicable law.

9.3 Smoking Prohibition

Smoking is strictly prohibited **INSIDE** the Premises, including common areas.

Smoking, if permitted, shall be limited to designated **exterior areas only** and must be conducted in a manner that does not disturb others or create a nuisance.

This prohibition includes, but is not limited to:

- Cigarettes
- Cigars
- Marijuana
- Electronic cigarettes or vaping devices
- Any substance that produces smoke or vapor

9.3(a) Cleanup Requirement

Tenant shall be solely responsible for the proper disposal of all smoking materials, including but not limited to cigarette butts, ash, packaging, and related debris.

Smoking materials shall **not** be:

- Discarded on the ground
- Left in common areas
- Deposited in landscaping, lawns, or driveways

9.3(b) Nuisance and Complaints

Smoking that results in the following may result in a lease violation:

- Odors entering other units
- Complaints from neighbors
- Repeated disturbances

9.3(c) Smoke-Related Damage

Tenant acknowledges that smoke may cause substantial damage to the Premises.
If smoking occurs within the Premises, Tenant shall be responsible for all resulting damages, including but not limited to:

- Odor removal and remediation
- Cleaning or replacement of carpets and flooring
- Painting of walls and ceilings
- Replacement of fixtures or materials

9.3(d) Damage and Fire Risk

- Tenant shall not dispose of smoking materials in a manner that creates:
- Fire hazards
- Property damage
- Unsanitary conditions

Tenant shall be fully responsible for any damage caused by smoking or improper disposal, which shall be deemed **additional rent**.

9.5 Pet Policy

No pets, animals, or living creatures of any kind shall be permitted on the Premises without the prior written consent of Landlord, which may be granted or withheld at Landlord's sole discretion.

9.5(a) Unauthorized Animals

The presence of any unauthorized animal shall constitute a **material violation of this Lease**.

Upon discovery, Landlord may require:

- Immediate removal of the animal
- Correction of any damage or condition caused
- Compliance within a specified timeframe

Failure to comply may result in:

- Lease enforcement
- Termination of tenancy
- Eviction proceedings in accordance with applicable law

9.5(b) Service Animals and Emotional Support Animals

The restrictions set forth in this Section shall not apply to service animals and emotional support animals as required under applicable fair housing laws.

Tenant may be required to provide appropriate documentation as permitted by law.

9.5(c) Approved Animals (If Allowed by Landlord)

Any animal approved by Landlord shall be subject to the following strict conditions:

- Maintain full control of the animal at all times
- Ensure the animal does not disturb neighbors or create a nuisance
- Comply with all local laws, ordinances, and licensing requirements

9.5(d) Cleanliness and Waste Removal

Tenant shall be solely responsible for:

- Immediate removal and proper disposal of all animal waste
- Maintaining all areas of the Premises in a clean and sanitary condition
- Preventing odors, staining, infestation, or unsanitary conditions
- Animal waste shall **not** be left on:

- o Lawns
- o Walkways
- o Common areas
- o Driveways

Failure to maintain proper sanitation shall constitute a **lease violation**.

9.5(e) Damage and Liability (VERY IMPORTANT)

Tenant shall be fully responsible for **any and all damage** caused by any animal, including but not limited to:

- Flooring damage
- Odors or contamination
- Scratching or chewing damage
- Structural damage
- Infestation (fleas, pests, etc.)

Tenant agrees that such damage may require:

- Deep cleaning
- Replacement of materials
- Remediation

All costs shall be charged as **additional rent**.

9.5(f) Revocation of Approval

Landlord may revoke approval of any animal if the animal:

- Causes damage
- Creates a nuisance
- Violates this Lease

Tenant shall remove the animal within a reasonable timeframe upon notice and failure to do so shall be considered a breach of this lease

9.5(g) No Waiver

Failure of Landlord to immediately enforce any provision of this section shall **not constitute a waiver** of Landlord's rights.

9.5(h) Responsibility Regardless of Approval

Tenant shall remain fully responsible for all damage, cleaning, and conditions caused by any animal on the Premises, whether or not such animal is approved.

9.6 Property Damage and Liability

Tenant shall be fully responsible for any damage to the Premises caused by:

- Tenant
- Occupants
- Guests
- Animals

This responsibility includes damage to:

- Structure
- Fixtures
- Plumbing systems
- Electrical systems

All costs associated with such damage shall be deemed **additional rent**.



9.7 Hazardous Conditions

Tenant shall not create or permit any hazardous condition on the Premises.

Tenant shall not:

- Store flammable or hazardous materials
- Use the Premises in a manner that increases risk of fire, injury, or damage

9.8 Insurance Disclaimer

Tenant acknowledges that Landlord's insurance does not cover Tenant's personal property. Landlord shall not be responsible for loss or damage to Tenant's personal belongings. Tenant is strongly encouraged to obtain renter's insurance.

9.9 Indemnification

To the fullest extent permitted by law, Tenant agrees to indemnify and hold harmless Landlord and its agents from any claims, damages, losses, or liabilities arising out of:

- Tenant's use of the Premises
- Actions of Tenant, occupants, or guests
- Any violation of this Lease

9.10 Violation of This Section

Any violation of the provisions contained in this Section shall constitute a **material breach of this Lease** and may result in enforcement action, including notice to cure, termination of tenancy, and eviction proceedings, in accordance with applicable law.

10. DEFAULT, LEGAL ENFORCEMENT & FINAL PROVISIONS

10.1 Default

Tenant shall be deemed in **default of this Lease** upon the occurrence of any of the following:

- Failure to pay rent or additional rent when due
- Failure to comply with any term, condition, or obligation of this Lease
- Failure to maintain the Premises as required
- Engagement in prohibited conduct or illegal activity

Any such default shall subject Tenant to enforcement actions as permitted by this Lease and applicable law.

10.2 Notice to Cure

Except where immediate action is permitted by law, Landlord shall provide Tenant with a 10 day **written notice to cure** any default.

Such notice shall:

- Identify the nature of the violation
- Provide a reasonable period for correction
- Be delivered in accordance with applicable New York law

Failure to cure the default within the 10 day period may result in lease termination.

10.3 Lease Termination

If Tenant fails to cure a default within the required period, Landlord may issue a 30 day lease termination.

Upon termination:

- Tenant shall be required to vacate the Premises
- Landlord may pursue legal remedies, including eviction

10.4 Nonpayment of Rent

Failure to pay rent or additional rent when due shall constitute **nonpayment of rent**.

Landlord may initiate legal proceedings to recover possession of the Premises and any amounts owed, in accordance with New York law.

10.5 Legal Proceedings

In the event of legal action arising from this Lease, Landlord may seek:

- Possession of the Premises
- Recovery of unpaid rent and additional rent
- Damages resulting from Tenant's breach
- Court costs and other lawful charges

All remedies shall be pursued in accordance with applicable law.

10.6 Attorney Fees

To the extent permitted by law, in any action or proceeding arising out of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Tenant acknowledges that this provision is intended to comply with New York law requiring reciprocal rights to attorney's fees.

10.7 No Waiver

The failure of Landlord to enforce any provision of this Lease at any time shall not be deemed a waiver of such provision or of the right to enforce the same in the future. Any waiver must be in writing to be effective.

10.8 Severability

If any provision of this Lease is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

10.9 Modifications

This Lease may only be modified by a written agreement signed by both Landlord and Tenant.
No oral statements or agreements shall have any force or effect.

10.10 Notice

All notices required or permitted under this Lease shall be in writing and delivered in accordance with applicable New York law

10.11 Binding Effect

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns.

10.12 Good Cause Eviction

This lease complies with NY Good Cause Eviction standards.

10.13 Entire Agreement

This Lease, together with any addenda or attachments, constitutes the **entire agreement** between the parties. No prior or contemporaneous agreements, representations, or understandings shall be binding unless set forth in writing.

11. LEASE ADDENDUMS INCLUDED

11.1 Additional Occupants

11.2 Lead-Based Paint Disclosure

250 Mill St.
Suite 107
Rochester, NY 14614
(585) 770-7367
tenants@tekpmroc.com



- 11.3 Flood Disclosure
- 11.4 Fair Housing Disclosure
- 11.5 Good Cause Eviction Notice

TENANT(S):

Tenant Name: Christophe Cruz
Signature: [Signature]
Date: 05/22/2026

Tenant Name: Gabrielle Castro
Signature: [Signature]
Date: 05/22/2026

LANDLORD / AGENT:

TEK Property Management, LLC

Signature: Crystal Helfer
Date: 5/22/2026

250 Mill St.
Suite 107
Rochester, NY 14614
(585) 770-7367
tenants@tekpmroc.com



11.1 Additional Occupants Addendum

Property Address: 751 W Main Street #D, Rochester, NY 14611
Lease Start Date: 6/1/2026
Lease End Date: 5/31/2027

List of Additional Occupants:

The individuals listed below are recognized as occupants only and are under eighteen (18) years of age at the time of execution of this Addendum.

Name	DOB	Phone Number	Email
Nolan Castro Cruz	03/12/2022	585-649-2442	Gabrielreastro@yahoo.com

This Addendum forms part of the Residential Lease Agreement entered into between Landlord and Tenant as of the date of execution. Tenant acknowledges receipt of this Addendum and the Lease Agreement.

This Addendum is intended to identify individuals under the age of eighteen (18) residing in the Premises ("Minor Occupants").

Pursuant to New York Real Property Law § 235-f, Tenant is permitted to have additional occupants, subject to the following conditions:

- The total number of occupants shall not exceed applicable legal occupancy limits.
- Tenant shall notify Landlord in writing within thirty (30) days of any change in occupancy.
- All occupants must comply with the terms and conditions of the Lease.
- Tenant remains fully responsible for all obligations under the Lease, including rent, damages, and conduct of all occupants.

Minor Occupant Status:

- Are not parties to the Lease Agreement
- Are not financially obligated for rent or other lease charges
- Are not considered tenants under New York law at this time

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However, upon reaching the age of eighteen (18), any such occupant who continues to reside at the Premises **must be added to the Lease as a Tenant**, subject to Landlord approval, and shall thereafter be fully bound by all terms, conditions, and financial obligations of the Lease in accordance with New York law.

Failure to notify Landlord of a Minor Occupant reaching the age of eighteen (18) and continuing to reside in the Premises shall constitute a lease violation.

Liability

Minor Occupants shall not be liable for rent or lease charges. However, Tenant remains responsible for any damage or loss caused by Minor Occupants.

Notwithstanding the above, any occupant may be held directly responsible for damages resulting from their negligent or intentional acts to persons, personal property, or the Premises, to the extent permitted by law.

Security Deposits and Refunds

All payments made under the Lease Agreement, including but not limited to security deposits and advance rent, are made on behalf of Tenant(s) only.

Upon termination of the tenancy, any refunds or return of funds shall be issued solely to the Tenant(s) named in the Lease Agreement and not to any Minor Occupant.

TENANT(S):

Tenant Name: Cristopher Cruz
Signature: [Signature]
Date: 05/22/2026

Tenant Name: Gabrielle Castro
Signature: [Signature]
Date: 05/22/2026

LANDLORD / AGENT:

TEK Property Management, LLC

Signature: Crystal Helfer
Date: 5/22/2026

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11.2 Lead-Based Paint Disclosure

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) CC JK Lessee has received copies of all information listed above.

(d) CC JK Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) CH Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

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Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

TENANT(S):

Tenant Name: Cristobal Carr
Signature: [Signature]
Date: 05/22/2026

Tenant Name: Gabrielle Castro
Signature: [Signature]
Date: 05/22/2026

LANDLORD / AGENT:

TEK Property Management, LLC

Signature: Crystal Heffer
Date: 5/22/2026

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11.3 Flood Disclosure Addendum

NEW YORK STATE RPL 231-B (effective date June 21, 2023)

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PREMISES LOCATED AT

Property Address

THIS ADDENDUM IS A DISCLOSURE OF LANDLORD'S KNOWLEDGE AS OF THE DATE SIGNED BY THE LANDLORD. IT IS NOT A WARRANTY OF ANY KIND NOR A PREDICTION OF FUTURE EVENTS BY LANDLORD, LANDLORD'S AGENTS, OR ANY OTHER AGENT.

- A. FEMA DESIGNATED FLOODPLAIN.** Landlord ☐ is or ☒ is not aware that the dwelling you are renting is located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain.
- B. 100-YEAR FLOODPLAIN.** Landlord ☐ is or ☒ is not aware that the dwelling you are renting is located wholly or partially in the Special Flood Hazard Area ("SFHA"; 100-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.

"100-year floodplain" means any area of land designated as a flood hazard area with a one percent or greater chance of flooding each year by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.). A landlord is not required to disclose on the notice that the landlord is aware that dwelling is located in a 100-year floodplain if the elevation of the dwelling is raised above the 100-year floodplain flood levels in accordance with federal regulations.

- C. 500-YEAR FLOODPLAIN.** Landlord ☐ is or ☒ is not aware that the dwelling you are renting is located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.

"500-year floodplain" means any area of land designated as a flood hazard area with a 0.2-percent chance of being equaled or exceeded in any given year each year by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

- D. DAMAGE TO A DWELLING DUE FLOODING.** Landlord ☐ is or ☒ is not aware that the leased premises has experienced any flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow.

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"Flood insurance is available to renters through the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP) to cover your personal property and contents in the event of a flood. A standard renter's insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered."

Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

TENANT(S):

Tenant Name: Castro Cruz
Signature: [Signature]
Date: 05/22/2026

Tenant Name: Gabrielle Castro
Signature: [Signature]
Date: 05/22/2026

LANDLORD / AGENT:

TEK Property Management, LLC

Signature: Crystal Helfer
Date: 5/22/2026