

SUNBURST LEASE AGREEMENT

This Agreement of Lease is entered into this ____ day of _____, 20____, by and between Barry C. Maloney (“Landlord”) and _____ together with family, dependents, guests, invitees, or agents (collectively known as “Tenant”).

The Landlord and Tenant agree to lease the furnished Premises at the Rent and for the Term stated below:

LANDLORD:

Barry C. Maloney
5225 Wisconsin Ave., NW
Suite 316
Washington, D. C. 20015-2014
Phone (O) (202) 293-1414
(H) (301) 229-7215
Fax (202) 293-1702
Email: BMaloney@MaloneyKnox.com
Website - www.adkcottages.com

TENANT:

Phone (O) (____) _____
(H) (____) _____
(cell) (____) _____
Email _____
Fax (____) _____

Premises: Sunburst, 266 Mirror Lake Dr, Lake Placid, NY 12946

Term _____
Beginning _____ Rent \$ _____
Ending _____ Security \$ _____

Tenant Covenants and Agrees as follows:

1. Not to assign this Lease or sublet the premises or contents, without prior written consent of the Landlord and/or his agent.
2. To follow the exit instructions and forward the post-departure survey to Landlord. To not rearrange the furniture and to repair or advise Landlord you will pay any and all damages to the premises caused by accident, neglect, or carelessness of the Tenant.
3. To reverse charges, use a credit card, or other method to charge for long distance phone calls. In the event charges accrue or are charged against the premises during the term, to promptly pay Landlord such expenses; to permit the Landlord or his or her agents to enter the premises at reasonable hours to examine or show same or to make reasonable repairs therein; to make no alterations in or on the premises nor use them for any purpose other than that of a residence without the written consent of the Landlord.
4. At the termination of this Lease to repair, replace, or pay for all furniture, furnishings, granite countertop, etc., in the premises that shall have been lost, destroyed, broken, or damaged, otherwise than by reasonable use and wear thereof during the term, and not to cut or destroy or permit to be cut or destroyed any trees or shrubbery thereon, and to quit and surrender the premises and furniture, etc., in as good state and condition as they are at the time of taking possession of said premises, reasonable use and wear thereof and damages by the elements excepted.
5. To not feed the ducks – they are wild and such feeding will adversely affect their survival.

Landlord Covenants and Agrees as follows:

6. To have the premises and contents clean and in order for occupancy of Tenant at the beginning of the term herein before stated; to make all repairs to the premises necessary to maintain them in good condition; provided, however, that such repairs be not required by neglect or carelessness of the Tenant; to see that the premises, including plumbing, heating, and lighting apparatus and roof are in good condition and free from leaks; and to allow said Tenant on paying the rent and performing the covenants and agreements herein contained, to quietly enjoy the premises, furniture, furnishings, etc., for the term hereby granted.
7. In the event said premises shall be partially destroyed by fire, the same shall be repaired as speedily as possible at the expense of the Landlord, and in case the damage be so extensive as to render the premises untenable, due allowance of rents shall be made for such time as the premises are untenable, but in case of total destruction of the premises by fire or otherwise the rent shall be apportioned pro rata up to the time of destruction, and any rental paid over such apportionment shall be paid to the Tenant, and this Lease shall be terminated at the time of such destruction; provided, however, that such damage or destruction be not caused by carelessness, negligence, or improper conduct of the Tenant.

Additional Terms:

8. Landlord acknowledges the payment of \$ _____ as a security deposit to be held by Landlord. The security deposit will be applied as a portion of the rent, if the Tenant takes possession. In the event Tenant cancels the Lease, the security deposit is non-refundable unless the Landlord finds a substitute tenant at the same rental.
9. It is understood and agreed that no pets will be allowed inside the premises except on the tile floor area. There is an additional \$25 cleaning fee for tenants with pets payable on the execution of the lease. Tenant agrees to comply with all rules for the use of the hot tub.
10. It is further understood and agreed that the nightly occupancy shall not exceed ten (10) persons, without the prior agreement of Landlord.
11. Payment schedule: The security deposit shall be payable on execution of this Lease and the \$ _____ balance of rent shall be payable to the Landlord on or before _____.
12. And it is agreed that the covenants and agreements herein contained shall bind the parties hereto and their heirs, assigns, or legal representatives.
13. Check-in time is 4 pm, Keys may be picked up at Sunburst. Check-out time is 10 am.

IN WITNESS WHEREOF, the said parties hereto have entered into this Lease the day and year first above mentioned.

LANDLORD:

TENANT:

Barry C. Maloney
