

THE WOODLANDS SENIOR VILLAGE APARTMENT LEASE

THIS LEASE is entered into by and between RM1 Holdings, LLC, dba The Woodlands Senior Village; known as LESSOR and _____, known as LESSEE.

WITNESSETH:

LESSOR does hereby lease the premises described as apartment number _____, located at _____ Forest Parkway North Tonawanda, NY 14120, together with the fixtures, carpeting and appliances therein (referred to herein as the "APARTMENT"), unto LESSEE for a term beginning _____, 200_ and ending on _____, 20__ unless sooner terminated or extended as hereinafter provided. At the conclusion of the initial term, this lease will continue automatically on a month-to-month basis until terminated by either party to the lease.

In consideration whereof, and of the covenants herein expressed and in reliance on statements made on the rental application by LESSEE, it is covenanted and agreed as follows:

1. RENT

LESSEE agrees to pay LESSOR as rent for the Apartment a monthly rate of \$_____ in advance, due on the first day of each month during the term of this lease. All payments for rent shall be made by LESSEE to LESSOR at the following address: **3979 Forest Parkway North Tonawanda, NY 14120**, and must be in the form of personal check, money order or cashier's check. No cash may be accepted.

- a. In the event any rent hereunder is not paid prior to the close of business of the 6th day of the month in which rent is due, LESSEE shall be charged a late fee of \$25 to be included with the rental payment. In addition, in the event any rent hereunder is paid by means of a check and such check is returned unpaid for whatever reason, the LESSEE agrees to pay LESSOR promptly upon demand the sum of \$25.00 (twenty-five dollars) as a reasonable amount to defray LESSOR'S administrative and handling expenses caused by a returned check. Returned checks resulting in late payment of rent is subject to the above listed late fee. In addition, LESSEE must immediately replace returned checks with cashiers check or money order ONLY. LESSOR'S failure on any occasion to demand payment of penalties shall not be deemed as a waiver of the right to demand the above charges on any future occasion. Acceptance of rents other than the due date does not alter the due date.

2. SECURITY DEPOSIT

LESSEE has deposited with LESSOR the sum of \$300 to be held by LESSOR as security for the faithful performance and observance by LESSEE of the terms, covenants and condition of this LEASE. It is agreed that in the event LESSEE defaults in respect to any of the terms, covenants and conditions of this LEASE, including, but not limited to, any repairs due to LESSEE damage, cleaning charges, key charges, or any costs from damages or deficiency accrued before or after re-entry by LESSOR, those costs will be deducted from the security deposit. In the event that LESSEE fully and faithfully complies with all terms, covenants and conditions of this LEASE, the security deposit shall be returned to LESSEE with interest within thirty (30) days after the end of the lease term and after delivery of entire possession of the Apartment to LESSOR with itemization of any deductions and/or charges, if any.

- a. In the event of a sale of the land and building, LESSOR reserves the right to transfer the security deposit to the new owner and LESSOR shall thereupon be released by LESSEE from all liability for the return of said security, and LESSEE agrees to look to the new LESSOR, solely, for return of said security. If the LESSOR uses all or any part of security to remedy a default on the part of the LESSEE, LESSEE shall deposit with LESSOR the sum of money necessary to replenish the security deposit to the original amount set forth above within ten (10) days demand of such funds.

3. PET DEPOSIT/PET CLEANING.

Animals such as birds, dogs, cats or other animals will **not** be allowed or permitted in, upon or about the premises without the express **written** consent of the LESSOR. If such consent has been given, LESSEE will give LESSOR a pet security deposit in the amount of \$300 which will be held by LESSOR as a guarantee that LESSEE will return the premises without damages and in original condition. The LESSEE will pay the LESSOR the amount of \$5 per month pet fee payable together with monthly rental amount. The LESSEE agrees to allow LESSOR to deduct the full cost of carpet cleaning or replacement, repairs, pest extermination and air freshener from the deposit. LESSOR reserves the right to inspect LESSEE'S apartment for damages that may have been caused by LESSEE'S pet(s) and if any damage or unnecessary disturbance has occurred because of pet(s), LESSEE will agree to vacate premises and the lease will be considered broken or to remove the pet. An assistance animal is not considered as a "pet" and is not subject to pet fees and deposits, but LESSEE must comply with safety, health and sanitation rules.

PET TYPE AND SIZE _____

4. UTILITIES

LESSEE shall initiate, contract for and obtain and terminate in its name, all utility services required on the premises, including electricity, cable and telephone connections and services. LESSEE shall pay all charges for those services as they become due. LESSEE is responsible to meet and admit utility representatives into premises. LESSOR may elect to terminate this lease if LESSEE fails or refuses to pay the charges for utility services as assessed or incurred. LESSEE agrees not to waste any utilities provided by LESSOR. LESSOR will provide gas service, hot water, water/sewer and trash removal.

- a. LESSOR shall not be liable for any personal injury or property damage resulting from negligent operation or faulty installation of utility services provided for use on the premises, nor shall LESSOR be liable for any injury or damage suffered by LESSEE as a result of the failure to make necessary repairs to the utility facilities.

5. CONDITION OF PREMISES - MOVE-IN POLICY

LESSEE has inspected the APARTMENT and is satisfied with the physical condition thereof, and LESSEE'S taking possession of the APARTMENT shall be conclusive evidence that the same was in good condition and repair and complied with all building and occupancy laws unless expressly noted in writing on the Apartment Condition Report. LESSEE agrees that no representations as to the condition or repair of the APARTMENT have been made except as herein contained and that no promise to decorate, alter, repair or improve the APARTMENT prior to or during the term has been made, unless expressly provided in this lease and the Apartment Condition Report, which is an attachment to and part of this lease.

6. CONDITION OF PREMISES- OCCUPANCY

LESSEE shall take good care of the apartment and its fixtures, furniture and furnishings, and shall report promptly in writing to the manager when any equipment or fixture or portion of the APARTMENT is out of repair. LESSEE shall be responsible for personal maintenance and cleaning of the APARTMENT, and for upkeep and cleaning of any patios, balconies, wood decks or other areas reserved for the private use of LESSEE. All plate and other glass now in the APARTMENT is at the risk of LESSEE, and if broken, is to be replaced by and at the expense of LESSEE. No alterations, additions or improvements in the APARTMENT or the building or grounds in the complex of which the APARTMENT is a part may be made by LESSEE without the express prior written consent of LESSOR. Any alterations, additions, improvements put in at the expense of the LESSEE shall become the property of LESSOR and shall remain upon and be surrendered with the APARTMENT as part thereof at the termination of this lease, or returned to the original condition at the discretion of the LESSOR. If LESSOR consents to any work, LESSEE shall indemnify and hold LESSOR harmless, against any and all claims, costs, damages, liabilities and expenses (including attorney's fees) which may be brought or imposed against or incurred by LESSOR in

connection with such work. All mechanics liens filed by reason of such work shall be discharged by LESSEE, at his/her expense, within ten (10) days after filing.

- a. LESSEE shall be responsible and liable for any and all injury or damage done to the APARTMENT or to the building or complex in which the same is located, or the lawns, grounds, trees, shrubbery, sidewalks and complex surrounding the building, or to any and all property of LESSOR or other tenants caused by LESSEE'S acts or omission, or by those of LESSEE'S family, servants, agents, guests, permittee, invitee, other persons or pets whom LESSEE permits to be in, on or about the APARTMENT, building or complex, including injury or damage due to the operation, maintenance or control of heating and cooling equipment, appliances, fixtures and LESSEE shall also be liable for damage due to the failure to maintain heat therein to prevent damage to the APARTMENT. The extent and amount of damages to be charged to the LESSEE shall be determined by the LESSOR and shall be payable on demand by LESSOR. Should LESSOR pay or be required to pay or have expense for any act or omission by virtue of LESSEE'S tenancy, or caused by, through or under LESSEE, his family, servants, agents, guests or others, then the same shall be paid by LESSEE as accrued additional rent.

7. ACCESS

LESSOR reserves the right in accordance herewith to enter the APARTMENT with twenty-four (24) hour notice in advance in order to inspect same, make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, or exhibit the APARTMENT to prospective or actual purchasers, mortgages, tenants, workmen or contractors, or as is otherwise necessary in the operation and/or protection of the building, its components or persons therein.

- a. At LESSOR'S discretion, LESSOR may retain and use copies of any keys necessary for access to the APARTMENT within the last 30 days of this lease, after default of lease by LESSEE or within the 30 days of LESSEE'S notified intent to vacate. LESSOR retains the right to show the APARTMENT for rent with sufficient notice. LESSEE specifically consents that LESSOR may enter the APARTMENT for the above purposes at times when LESSEE is not present. Notice is not required to enter in the case of emergency or upon LESSEE request for service or repair.

8. INSURANCE

LESSEE should and can insure possessions and hold harmless LESSOR for any of his/her possessions in the APARTMENT or any other part of the building or complex. LESSEE may be held responsible for loss or damage due to neglect, misuse or accident. Any possessions of the LESSEE shall be placed in said APARTMENT, building or complex at the risk of the LESSEE only.

- a. LESSEE further agrees that LESSOR, its agents and employees shall not be liable for damage to the persons or property of LESSEE or any other person occupying or visiting the APARTMENT, building or complex, becoming out of repair (as example and not by way of limitation, damage caused by water, snow, ice, frost, steam, sewage, sewer, gas or odors, heating, cooling or ventilating equipment, bursting or leaking pipes, faucets and plumbing fixtures, mechanical breakdown or failure, electrical failure, security services or devices or mail boxes being misused or becoming temporarily out of order or fire), or due to the happening of any accident in or about the building complex or due to any act or neglect of any other tenant or occupant of the building, or any other person.
- b. LESSEE further hereby agrees to fully indemnify, protect, defend and save harmless LESSOR from and against any and all claims, demands, charges, costs, attorneys' fees and liability for or relating to any loss, damage, injury or other casualty to persons or property, caused by, growing out of, or injury, or other casualty to persons happening in connection with LESSEE'S use or occupancy of the APARTMENT or LESSEE'S use of any equipment, facilities or property in, on or adjacent to the building and complex in which the APARTMENT is located.

9. ABANDONMENT OF PERSONAL PROPERTY

Any personal property of whatever kind left outside the APARTMENT or left in the APARTMENT or any storeroom, storage area or garage spaces by LESSEE upon his abandonment or vacating thereof (whether or not at termination of this lease) shall be deemed abandoned, and the LESSEE or other owner thereof shall have no further right or claim thereto, and LESSOR shall have the right and option to take possession of such property and sell, destroy, or otherwise dispose of the same.

10. RULES OF CONDUCT FOR OCCUPANCY

Any rules of conduct attached to this lease shall be a part of this lease. LESSEE agrees to keep and observe these rules of conduct and also agrees to keep and observe reasonable rules as may be promulgated by LESSOR or LESSEE'S agent for the necessary and proper care of the building and complex, provided such rules do not materially change the terms contained in the body of this lease.

11. DEFAULT

Default happens if LESSEE:

1. Shall fail to pay the rent or additional rent when due, or
2. Shall default in fulfilling any of the covenants of this lease and said default continues for five (5) days after LESSOR gives notice to LESSEE of said default, or
3. Vacates or abandons the premises, or

4. Shall fail to move in and take possession of the premises within thirty (30) days after the commencement of the term, or
5. Makes any misrepresentation on the Application for Apartment Lease, or
6. Acquires a petition in bankruptcy filed against LESSEE or a receiver is appointed for any of the said foregoing events, (each of which is a default).
 - a. LESSEE'S right to possession of the above named premises shall terminate immediately with 5 days notice.
 - b. In any of the foregoing events, LESSOR may, at its option, give to LESSEE five days written notice expressly stating its intention to end the term of this lease and stating the reason therefore, at the expiration of said five (5) days, their term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term, and the LESSEE will then quit and surrender the leased premises to LESSOR, but LESSEE shall remain liable as hereinafter provided:
 1. Defaults, which terminates LESSEE'S right to possession, or
 2. LESSOR exercises its aforesaid option to terminate this lease.

12. HOLDOVER

Upon any termination of this lease, LESSEE or any person holding under him shall yield immediate possession to LESSOR and failing to do so means that LESSEE, or the person under him, shall pay as stipulated rent, a sum equal to twice the rent herein reserved for each day of such withholding. The acceptance of stipulated rent by LESSOR shall not constitute a waiver of its right to re-entry as detailed above.

13. RELEASE

In the event LESSEE becomes unable to live independently even with assistance from nursing or rehabilitative care, LESSOR will release LESSEE from lease upon receipt by LESSOR thirty days prior written notice and verification from the LESSEE'S attending physician upon which event the Lease will terminate except for liability incurred prior to the termination date. LESSEE or designated authority will make arrangement to remove personal effects from premises and return unit to LESSOR pursuant to item 15 (Move-Out Policy) of the Lease. If LESSEE should be deceased prior to end of the Lease, the designated authority agrees to remove personal property within thirty days of date of death or by arrangements made in writing with LESSOR. In all events this Lease will terminate as may be provided by provisions of law.

14. ATTORNEY FEES

LESSEE shall pay LESSOR as accrued additional rent, all LESSOR'S costs, expenses and attorneys' fees pertaining to the enforcement of the covenants and agreements of this lease, whether or not suit is filed.

15. MOVE OUT POLICY

The following outlines the LESSOR Move-Out Policy in addition to the other provisions of this lease agreement:

1. All kitchen and bathroom cabinets and drawers are to be cleaned.
2. Appliances on the premises are to be cleaned.
3. No hooks in ceiling, walls repaired of holes, etc.
4. Bathroom fixtures are to be cleaned (tub, toilet, etc.)
5. Carpets on premises to be vacuumed and spots cleaned.
6. All countertops and sinks to be cleaned.
7. All light bulbs are in working order.
8. Premises to be inspected by LESSOR or Agent prior to vacating.

LESSEE agrees that upon LESSEE'S failure to comply with this policy, reasonable charges will be made by LESSOR and deducted from the LESSEE'S security deposit. Any charges not covered by the security deposit are payable to LESSOR upon demand.

16. RENT PAYMENT - RESERVATION OF RIGHTS

No payment by LESSEE or receipt by LESSOR of a less amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check nor any letter accompany any check or payment as rent be deemed an accord and satisfaction of account and LESSOR'S acceptance of such check shall be under protest and with an explicit reservation of rights pursuant to Chapter 400 R.S.

17. DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, LESSOR and LESSEE agree as follows:

1. LESSEE, any member of the LESSEE'S household, or a guest or other person under the LESSEE'S control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802).
2. LESSEE, any member of the LESSEE'S household, or a guest or other person under the LESSEE'S control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near property premises.
3. LESSEE or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual is engaging in such activity is a member of the household or a guest.

4. LESSEE or member of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near property premises or otherwise.
5. LESSEE, any member of the LESSEE'S household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near property premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of these provisions shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. NOTICES - PUBLIC NUISANCE A city statute passed in June 1989 stating: "Any room, building, structure or inhabitable structure used for illegal use, i.e.: keeping or selling controlled substances, both the occupant and the OWNER of the property can and will be charged with maintaining a Public Nuisance". Should the LESSOR receive a Public Nuisance/Crime Prevention letter regarding your leased address, a thirty (30) day notice to vacate said address will be issued immediately.

18. EMINENT DOMAIN

If any part of the APARTMENT or building shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose or sold to a condemning authority under threat of condemnation, then the term of this lease shall cease and terminate as of the date of title vesting in such proceedings or sale, and all rentals shall be paid up to such date and LESSEE shall have no claim against LESSOR nor the condemning authority for the value of the unexpired term of this lease. If any part of the land comprising the complex in which the APARTMENT is located shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose or sold to a condemning authority under threat of condemnation, then the LESSOR shall have the option to terminate the lease, which option must be exercised within twenty (20) days after the date of title vesting in such proceeding (or sale) and in such event all rent shall be paid up to such date and LESSEE shall have no claim against LESSOR or the condemning authority for the value of the unexpired term of this lease.

19. ASSIGNMENT, SUBLETTING AND RE-LETTING

LESSEE shall neither sublet the APARTMENT nor any part thereof nor assign this lease nor permit by any act or default of him/herself or any transfer of LESSEE'S interest by operation of law, nor offer the APARTMENT or any part thereof for lease or

sublease except with the prior written consent of LESSOR. In the event LESSOR shall consent to such, a new lease may be required.

20. SUBORDINATION OF LEASE

This lease is not to be recorded and is subordinate to any present or future deeds of trust and mortgages on the real estate (or any part of it) upon which the APARTMENT and building are situated and to all advances upon the security of such deeds of trust and mortgages. This provision shall be self-operative; that, in confirmation of such subordination, the LESSEE under such lease shall promptly execute and deliver any certificate that the holder of any mortgage may reasonably request; that the LESSEE execute and deliver from time to time estoppel certificates (each, a "LESSEE Estoppel Certificate") addressed to mortgagee or its designee and containing such information as may be reasonably requested by the mortgagee; and to the extent not so provided by applicable law, that in the event of the enforcement by mortgagee of the remedies provided for by law or by any mortgage, mortgagee, or any successors or assigns of mortgagee, shall, at its or their option, succeed to the interest of LESSOR under such leases, whether through possessory or foreclosure action or a deed in lieu of foreclosure.

21. PARKING

LESSOR reserves the right to regulate or prohibit the use of all type vehicle parking at or upon the APARTMENT or the building or the complex of which the APARTMENT forms a part or private streets therein and to specify use thereof. Unauthorized parking may be terminated by LESSOR at any time by removing parked vehicles or property at the expense of anyone claiming or owning same, after notice of said removal shall have been conspicuously attached to the vehicle or property for a period of seven (7) consecutive days. It is agreed that neither LESSEE nor anyone for, through or under him may permit or request any vehicle over one and one-half tons gross weight to come in or upon the private streets or grounds of LESSOR without prior written consent therefore from LESSOR. Overnight parking of trucks, boats, trailers, or any type of vehicle other than an automobile, specific prior written permission shall be obtained from LESSOR. No major repairs and fluid changes are allowed on premises. The LESSOR reserves the right to determine what is constitutes a major repair.

22. FIRE AND CASUALTY

If the APARTMENT is damaged by fire or casualty, but is only partially damaged and is inhabitable, then at LESSOR'S option, this lease shall continue without abatement or apportionment of rent, and LESSOR shall repair the damage as soon as reasonably and commercially practicable. If the APARTMENT is destroyed or damaged by fire or casualty not caused by LESSEE and is rendered uninhabitable or continued occupancy would be illegal, LESSEE may immediately vacate the APARTMENT and notify LESSOR in writing within five (5) days thereafter of this intent to terminate, in which case this lease shall terminate as of the date of vacating.

23. MISCELLANEOUS

In all references to LESSEE herein, the singular shall be deemed to include the plural and the masculine, the feminine. Where this lease is signed by more than one person as LESSEE, all such persons shall be jointly and severally liable for the payment of rent and any additional rent and the performance of all covenants and agreements to be kept by LESSEE hereunder.

If any provisions of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

No oral agreements, statements, representations, understandings or promises, if any, by anyone made, from any source, or relied upon by any party hereto, shall affect, alter or modify any terms or provisions herein and only those writing signed by all parties hereto shall be a part hereof.

Each party acknowledges that he has read this lease and agrees to the terms herein contained. The laws of the State of New York shall govern the rights and obligations of the parties to this lease.

24. LEASE BINDING ON HEIRS, ETC.

All the covenants and the agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of LESSOR and LESSEE.

25. HOLD-OVER RENEWAL

The failure of the LESSEE to notify LESSOR in writing (in manner herein provided of intention to vacate and terminate this lease) prior to one month of the expiration or extended expiration date hereof, then in that event this lease shall be automatically renewed on a month basis as identified under the term of this agreement. Notice of rent change will be issued with 30 days notice from the LESSOR to the LESSEE by first class mail.

- a. Notwithstanding anything to the contrary appearing above, LESSOR may by letter to LESSEE notify him that the LEASE will not be renewed, by at least one month's notice prior to any expiration date.

ATTACHMENTS TO THIS LEASE AGREEMENT: The attached listed below are covenants to and considered as a part of this lease agreement:

- 1. Community Rules
- 2. Pet Policy and Agreement
- 3. Apartment Condition Report
- 4. Garage Lease Addendum
- 5. Concession Agreement
- 6. Fitness Room Agreement
- 7. _____

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNDER AFFIXED THEIR SIGNATURE ON THIS ____ DAY OF _____, 200_.

Please print the names of every person occupying and residing in this residence. Have any and all adults sign showing they have read and understand this lease agreement. For minor children, list their date of birth in the signature space.

Signature_____ Date _____

Signature_____ Date _____

Signature_____ Date _____

Signature_____ Date _____

Manager Signature_____ Date _____