

# BEHG PROPERTIES, INC.

## BASELINE RD GARAGE LEASE

THIS AGREEMENT, Made this first day of \_\_\_\_\_ in the year 2008, BY AND BETWEEN BEHG Properties Inc., Shawn P. Engel of Engel Properties Management, hereinafter known and referred to as the "Owner", "Landlord", and "Management Company" and

Signed: \_\_\_\_\_

\_\_\_\_\_, hereinafter known and referred to as the "Tenants".

WITNESSETH, That the said Owner has agreed to let, and does hereby grant, demise and lease unto the said Tenant, and the said Tenant has agreed to take, and hereby doth take the following described premises, to-wit:

2460 Baseline Rd. Garage # \_\_\_\_\_, Grand Island, NY 14072

for the term of 12 months, to commence on the first day of \_\_\_\_\_, 2008, and to end on \_\_\_\_\_ 2009, at eight o'clock AM in the forenoon.

The Tenant agrees to pay BEHG Properties, Inc. at 5140 Main St, Unit 303 Box 337, Williamsville, NY 14221 the rent of Thirty Dollars (\$30.00) per month in one payment of Thirty Dollars (\$30.00) per month in advance on the first day of each and every month during the term of the lease.

- IN THE EVENT THAT THE LANDLORD MUST ENFORCE HIS RIGHTS UNDER THIS LEASE AGAINST ANY, OR ALL OF THE TENANTS, IT IS HEREBY AGREED THAT THE LANDLORD SHALL RECOVER THE AMOUNT OF ATTORNEY'S FEES AS DETERMINED BY A COURT OF COMPETENT JURISDICTION. IN ADDITION, IN THE EVENT THAT THE LANDLORD MUST ENFORCE HIS RIGHTS UNDER THIS LEASE AGAINST ANY, OR ALL OF THE TENANTS, BY PLACING THE ACCOUNT WITH A COLLECTION AGENCY, IT IS HEREBY AGREED THAT THE TENANT SHALL BE LIABLE FOR ALL COLLECTION COSTS INCURRED BY LANDLORD TO COLLECT ANY OUTSTANDING BALANCE DUE UNDER THE TERMS OF THIS LEASE.
- IF THE GARAGE RENT IS NOT RECEIVED BY THE 3RD DAY OF THE MONTH, THERE WILL BE A \$5.00 LATE CHARGE FOR EACH MONTH THE GARAGE RENT IS LATE. LATE FEES MAY BE USED TO APPLY TOWARDS COLLECTION COSTS.
- IF TENANT IS AT ANY TIMES 60 DAYS LATE IN MAKING THE LEASE PAYMENT, BEHG PROPERTIES HAS THE RIGHT TO SELL STORED ITEMS AND APPLY SUCH PROCEEDS TO THE UNPAID LEASE AMOUNT DUE.

1. PROVIDED ALWAYS, and the Tenant hereby covenants as follows:

- (a) Not to use said premises, or any part thereof, for any purposes than garage storage, for the persons mentioned above.
- (b) Not to let, sell, underlet or assign over the said premises, or any part thereof, for the whole or any part of said terms, without the written consent of the Owner. Tenant is responsible for payment of all rent payments for the entire lease term, regardless of whether the Tenant utilizes the garage, or not.
- (c) To punctually pay said rent as the same accrues.
- (d) To allow the Owner, in person or by agent, to enter the said premises, and to allow the Owner, or his agent to enter upon or pass through and over said premises for the purpose of showing the same to persons wishing to lease the same.

- (e) To allow the Owner, in person, or any Employee of the Owner, to enter the said premises at any and all times for the purpose of repairing, or performing any type of modification or improvements to the Premises.
- (f) To obey and carry out all Federal, State, County and municipal laws, regulations, rules and ordinances in regards to the premises (hereby leased) and their use and all walks adjacent thereto and their use, and keep said walks free of ice and snow, and to take such care of said premises as may be required by any and all Federal, State, County, and municipal authorities and departments, or any of them; and to obey all lawful requirements of the New York Fire Insurance Rating Organization, or any similar body, with the reference to the premises and the use thereof; and in the event that the insurance premium rate upon the building shall be increased, by reason of any act of omission or commission on the part of the Tenant or by reason of the nature of the occupancy of the premises the Tenant agrees to pay the amount of any such increase; and to save the Owner and hold the Owner harmless from any expense, loss or damage by reason of the violation of such laws, regulations; rules, ordinances and requirements, or by reason of any damage that might be sustained by reason of the Tenants negligence.
- (g) To take special care that no damage happens to the premises, or building, or any fixtures therein.
- (h) To return the premises completely cleaned throughout including washing the floors and having the carpets shampooed prior to the expiration of the lease. The Premises is to be returned to the Owner at said date in the same condition, as when taken. A "Cleaning checklist" will be provided to the Tenants as also described in number 6 below.
- (i) The Tenants agree that there are smoke alarms in good working order. It is the Tenants responsibility to check that the smoke alarms and smoke alarm batteries are functional on an on-going basis, tenants agree that it is the tenants responsibility to check to ensure that the batteries are functional regularly. Landlord will replace the batteries when advised to by the Tenants.
- (j) All common areas should be free and clear of the tenant's personal belongings.

2. Every covenant herein contained shall be deemed and is hereby made a condition.

3. In the event of the violation by the Tenant of any covenant, agreement or condition contained in this lease, then, in either case, the Owner shall have the right at the Owner's election to terminate this lease, on the first giving to the Tenant three days' notice of such election, to be served personally or by posting a notice in some conspicuous place in or about the premises hereby let, and the above mentioned term shall thereupon cease at the expiration of the said three days, in the manner and to the same effect as if that were the expiration of the original term of this lease. It is further agreed that such election shall be in the discretion of the Owner and when exercised shall be conclusive upon the Tenant and in case the Tenant shall violate the covenant not to underlet or assign, or to use the premises only for the purpose aforesaid, then the Owner in addition to terminating the lease as heretofore provided, may also recover as damages for the violation of said covenants, or either of them, a sum equal to the amount of six months' rent of the premises as herein reserved, as stipulated and liquidated damages, and not as a penalty.

4. If the said premises shall at any time become vacant during the said term in consequence of the removal of the Tenant, for non- payment of rent, by legal process, or any other cause, the Owner may re-enter the same, and use such force for that purpose as the Owner shall think fit, without being liable to any prosecution therefore, and may thereupon treat the said lease as terminated, change the door locks, and re-let the said premises for his own use; or the Owner may re- let said premises as the agent of the Tenant applying avails there of; first, to the expenses that may accrue in re- entering and then to the payment of then to the payment of the rent due as herein provided, and the balance to pay over to the Tenant for any balance remaining due after so applying the proceeds, and the right to hold the Tenant for such balance shall survive the issuance of any warrant of disposes or re-entry by the Owner or other termination or cancellation of this lease.

5. In case the premises herein leased shall be partially damaged by fire, the same shall be repaired as speedily as possible by the Owner. In case the premises shall be totally destroyed by fire, or so much damaged as to render them untenable, either party hereto may serve personally, or by registered mail, upon the other party within ten

days after such fire, a thirty-day written notice of the intention of such party to terminate this lease and the term therein provided for and at the end of such thirty days the Tenant shall pay all rent to the date of said fire and surrender up to the Owner said premises discharged of this lease.

6. The sum of **\$30.00 dollars** is to be deposited by the Tenants as a damage deposit, and may also be used towards past due rent and or late fees in its entirety. This deposit is not to be used as the last months rent. THE PREMISES HAS BEEN CLEANED PRIOR TO YOUR OCCUPANCY. IT WILL BE CLEANED AGAIN AFTER THE TENANTS DEPARTURE AND THE CLEANING CHARGES WILL BE DEDUCTED FROM THE TENANTS DEPOSIT IF SAID TENANTS DID NOT ABIDE BY PARAGRAPH (h) AS GOVERNED BY THE "CLEANING CHECKLIST" GIVEN ONE MONTH PRIOR TO VACATING THE PREMESIS. THE BALANCE OF THE DEPOSIT WILL BE RETURNED AT THE TIME OF DEPARTURE IF ALL COVENANTS HAVE BEEN MET AND NO DAMAGE HAS BEEN DONE TO THE PREMISES OR ITS CONTENTS AS GOVERNED BY THE "CLEANING CHECKLIST".
7. Tenant is not to place any belongings or trash in any common area including but not limited to hallways, stairways, and basements. If any belongings are placed in these areas without prior written consent, Tenant will be notified, and Tenant shall remove these items within stated time, or these items will be discarded by the landlord at a cost to be decided at landlord's discretion.
8. Tenant must be responsible for the clean up of any trash caused by tenant to be in the common areas including, but not limited to cigarette butts, and animal feces. Tenants will be fined accordingly for violating this covenant.
9. THE PREMESIS IS TO BE KEPT FREE FROM UNLICENSED MOTOR VEHICLES. IN THE EVENT THAT THE LANDLORD HAS TO REMOVE ANY VEHICLE, THE TENANTS WILL BE SUBJECT TO A FEE, THE AMOUNT OF WHICH IS AT THE DISCRETION OF THE LANDLORD. ON THE FIRST DAY OF OCCUPANCY THE TENANTS WILL ALSO BE MADE AWARE OF THE TRASH DISCLOSURES IN WRITING AND THAT THEY UNDERSTAND THAT IF THEIR APARTMENT RECEIVES A SUMMONS FROM THE SANITATION DEPARTMENT THAT THEY WILL BE THE PARTY RESPONSIBLE TO PAY SUCH FINES BASED ON THEIR NEGLIGENCE.
10. THIS LEASE IS BEING SIGNED JOINTLY AND SEVERALLY. IN ADDITION, THE TENANTS AGREE THAT LANDLORD SHOULD CONTACT THE TENANTS PARENTS IF TENANTS ARE DELINQUENT TO SATISFY THE TENANT'S DEBT. IN ADDITION, TENANTS CONSENT AND AGREE THAT OWNER/LANDLORD CAN UTILIZE THE TENANT'S CONTACT INFORMATION AT THE OWNER'S/LANDLORDS SOLE DISCRETION IN COLLECTION EFFORTS FOR THE TENANT'S DEBT.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above mentioned.

**Tenants Signatures:**

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ Owner or Representative

FOR AND IN CONSIDERATION, of the letting of the premises within described, and for the sum of One Dollar, receipt whereof being hereby acknowledged, I hereby become security for the punctual payment of the rent, and performance of the covenants in the within written agreements, mentioned to be paid and performed, and if any default shall be made therein I do hereby promise and agree to pay unto BEHG Properties Inc. any deficiency and fully satisfy the conditions of the said agreement, without requiring any notice of non- payment of proof of demand made. GIVEN UNDER MY HAND AND SEAL, THE \_\_\_\_\_ day of \_\_\_\_\_ 2007

FINAL RECAP ADDRESSED TO:

**2460 Baseline Rd. Garage # Grand Island, NY 14072**

**TENANTS Information Sheet**

**Print: Must be Legible**

Tenant's Full Name: \_\_\_\_\_

Tenant's Social Security # \_\_\_\_\_

Driver' License # \_\_\_\_\_ License Issued in state of: \_\_\_\_\_

Home Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Tenants Cell Phone: ( ) \_\_\_\_\_

E-mail address: \_\_\_\_\_

Tenant's Full Name: \_\_\_\_\_

Tenant's Social Security # \_\_\_\_\_

Driver' License # \_\_\_\_\_ License Issued in state of: \_\_\_\_\_

Home Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Tenants Cell Phone: ( ) \_\_\_\_\_

E-mail address: \_\_\_\_\_