

SCHEDULE "A"

TENANT NAME

ROOM #

MONTHLY RENT



1	\$400.00
2	\$400.00
5	\$400.00
6	\$200.00
7	\$400.00
8	\$400.00
11	\$400.00
12	\$400.00

SCHEDULE "B"

RESIDENTIAL LEASE

1) **DATE OF LEASE; PARTIES.**

This lease is made on this _____ day of _____, 2019, by and between THE COUNTY OF PUTNAM, a municipal corporation located at 40 Glencida Avenue, Carmel, New York 10512 (hereinafter referred to as LANDLORD), and _____ (hereinafter referred to as TENANT).

2) **PREMISES LEASED.**

- a. Room: The LANDLORD hereby leases to the TENANT a single-Residence room, Room # _____, (hereinafter, the "Room") at the Putnam County Veteran's Residence, located at Drew Lane, Carmel New York 10512 (hereinafter, the "House").
- b. Common Areas: The Premises covered under this Lease also include certain common areas within the House, including the kitchen area, common/communal restrooms, a ground floor living room, and a second floor sitting room (hereinafter, the "Common Areas").

3) **TERM OF LEASE.**

The term of the lease is one (1) year. It begins on August 1, 2019, and ends on July 31, 2020.

4) **RENT; TIME AND MANNER OF PAYMENT OF RENT.**

- a. Amount: The total rent for the term of this lease is FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$4,800.00). The rent must be paid in equal monthly installments of FOUR HUNDRED DOLLARS (\$400.00) on the first day of each month of the term of the lease, except that the payment of the first monthly installment must be made upon the signing of this lease by the TENANT. The payments must be made payable to the Putnam County Commissioner of Finance and will be collected from the TENANT at the House:

b. Late Fees: If payment is not received by LANDLORD on or before the tenth day of each month the TENANT shall pay LANDLORD a FIVE PERCENT (5%) late fee. This late fee will be deducted from the TENANT'S security deposit.

5) **USE OF ROOM.**

The Room must be used and occupied only and solely as a private dwelling for the TENANT, and no other person(s). It may not be used for any other purpose.

6) **CONDITION OF PREMISES.**

It is understood the TENANT will take possession of the Room and the Common Areas of the House in their present "AS IS" condition.

7) **TENANT'S DUTY TO CLEAN AND MAINTAIN.**

The TENANT shall at all times keep and maintain the Room and the Common Areas in a clean and orderly manner. TENANT will abide by the "Rules of the House", a copy which is annexed hereto and made a part hereof; as such rules pertain to use and maintenance of Rooms and Common Areas.

8) **REPAIR BY LANDLORD.**

Upon written notice from TENANT, LANDLORD will make any extraordinary repairs, provided the damage to the item being repaired was not caused by the misuse, abuse or neglect of the TENANT.

9) **REQUIREMENTS OF LAW.**

The TENANT is to comply with all the sanitary laws, ordinances and rules, and all orders of the Board of Health or other authorities affecting the cleanliness, occupancy and the preservation thereof for the premises and the sidewalks to the premises during the term of this lease.

10) **ACCESS TO PREMISES.**

The TENANT agrees that the LANDLORD shall have the right to enter into and upon the premises, or any part thereof, at all reasonable hours for the purpose of

examining, the same, or making emergency repairs or alterations as may be necessary for the safety and preservation thereof.

11) CABLE AND TELEPHONE.

The TENANT shall be permitted to have private telephone and cable service installed in the Room. The TENANT shall be entirely responsible for arranging installation of such services and shall pay all costs associated with such services, including all installation costs. LANDLORD will provide televisions, with basic cable service only, for the ground floor living room and the second floor sitting room. The LANDLORD will not provide land telephone service at the Premises. However, LANDLORD will endeavor to have a pay telephone at the House.

12) FUEL, GAS, ELECTRICITY AND TELEPHONE.

The LANDLORD shall pay all charges for fuel, oil, gas, water, electricity, and basic cable service for the two (2) televisions located in the Common Areas.

13) ANIMALS.

TENANT shall keep no domestic or other animals on or about the leased premises.

14) RULES OF THE HOUSE.

TENANT shall abide by all the "Rules of the House", a copy of which is annexed hereto and made a part hereof. The "Rules of the House" are subject to change at the discretion of the LANDLORD.

15) GARDENS, TREES, SHRUBBERY, AND GROUNDS.

The TENANT shall be permitted to cultivate a garden (vegetable and/or flower) on the grounds of the Premises; provided such garden is confined to a location designated by the LANDLORD and is, at all times, well maintained. The TENANT agrees not to remove from the Premises any tree, shrubbery or vines and further covenants that TENANT shall keep the grounds in neat order and condition at all times. The LANDLORD shall be responsible for mowing the lawns and trimming the shrubbery.

16) SNOW AND ICE REMOVAL.

The LANDLORD shall be responsible for snow and ice removal from the Premises.

17) DAMAGE BY FIRE OR OTHER CASUALTY.

If the Premises or any part thereof shall, during said term be slightly damaged by fire or other casualty, the Premises shall be promptly repaired by the LANDLORD and an abatement will be made for the rent corresponding with the time during which and extent to which said Premises may have been untenable, but if the building should be so damaged that the LANDLORD shall decide to rebuild, the term of this lease shall cease and the rent paid up to the time of the fire or other casualty.

18) SIGNS.

During the period of this lease or any renewal thereof, the LANDLORD or his agent shall have the right of displaying the usual "for rent" and "for sale" signs on the Premises, and to show the property to prospective tenants or purchasers, upon reasonable notice to the TENANT.

19) ALTERATIONS BY TENANT.

The TENANT shall not make any alterations, additions, or improvement to the house, including the Room and the Common Areas. The kinds of alterations, additions or improvements referred to are those that are of a more or less permanent nature, such as new floors, partitions, wallpaper, painting and paneling.

20) LIABILITY OF LANDLORD; REIMBURSEMENT BY TENANT.

If the LANDLORD must pay any damages for a claim arising from the fault of the TENANT, then the TENANT must reimburse the LANDLORD for any such sums paid. In addition, the TENANT must reimburse the LANDLORD for any expense of the LANDLORD incurred in defending against such claim, whether or not the LANDLORD has to pay any damages.

21) EMINENT DOMAIN (CONDEMNATION).

If the Premises, or any part thereof, is taken by any public authority under the power of eminent domain (condemnation), then this lease shall end on the date when such taking becomes effective. No part of any award arising out of the taking under the power of eminent domain (condemnation), shall belong to the TENANT. The whole award shall belong to the LANDLORD.

22) ASSIGNMENT AND SUBLEASE.

This lease may not be assigned, nor may the Room be sublet.

23) NOTICES.

All notices to be served upon the TENANT by the LANDLORD or upon the LANDLORD by the TENANT shall be in writing and delivered by registered or certified mail. Notices to the TENANT shall be addressed to the leased premises. Notices to the LANDLORD shall be addressed to:

Director
Putnam County Veterans Services
110 Old Route 6, Building #3
Carmel, New York 10512

The LANDLORD will immediately notify the TENANT of any change in mailing address.

24) QUIET ENJOYMENT BY TENANT.

As long as the TENANT pays rent and is not in default on any of the conditions of this lease, he shall have, hold and enjoy the house during the term of the lease.

25) WARRANTY OF HABITABILITY.

The LANDLORD represents and states that the House and all areas used in connection with it are fit for human life and for the use reasonably intended by the parties and there are no conditions dangerous, hazardous or detrimental to life, health and safety.

26) BANKRUPTCY OR INSOLVENCY OF TENANT.

If the TENANT is declared bankrupt or insolvent in any action or proceeding or if the TENANT makes an assignment for the benefit of creditors, then the LANDLORD may, if he wishes, terminate this lease by giving the TENANT 30 days' notice of such termination.

27) SECURITY.

The LANDLORD acknowledges that the TENANT has deposited with the LANDLORD the sum of FOUR HUNDRED DOLLARS (\$400.00) as security for the performance of the TENANT'S obligations under the lease.

If the TENANT fails to make any payments of rent or defaults under any other obligations of this lease, the LANDLORD may use the security in payment of such rent or in payment of any sums the LANDLORD may be forced to spend because of the TENANT'S default. If the LANDLORD does so use the security, then he shall notify the TENANT in writing of the amount so used, and the TENANT shall immediately forward the like amount to the LANDLORD. There shall always be deposited with the LANDLORD a sum not less than the amount originally deposited as security.

If at the end of the term of the lease the TENANT has made all payments of rent required and fully complied with all the other obligations under the lease, and then the LANDLORD shall return the security to him.

28) DEFAULT BY TENANT.

If the TENANT shall default in complying with any of the terms, conditions and obligations of this lease, including the "Rules of the House", then the LANDLORD may serve a written notice upon him requiring him to cure the default within five (5) days. If the TENANT fails to cure the default within such five (5) day period, then the LANDLORD may, if he wishes institute eviction proceedings against the TENANT. Any fees or costs (including, but

not limited to attorney's fees) incurred by the LANDLORD as a result of TENANT'S default shall be an additional charge under the lease and shall be paid by the TENANT.

29) WAIVER BY LANDLORD OR TENANT LIMITED.

If either the LANDLORD or the TENANT waives or fails to enforce any of their rights under the lease, this does not mean that any other rights under the lease are waived. Further, if the LANDLORD or TENANT waives or fails to enforce any of their rights under a specific paragraph of the lease, such waiver or failure to enforce such rights is limited to the specific instance in question and is not a waiver of any later breaches of such paragraphs.

30) WAIVER OF JURY TRIAL.

The LANDLORD and TENANT both waive their right to a jury trial in any action or proceeding between the parties upon or connected with this lease, either directly or indirectly. However, under the law, either party may enforce their right to a jury trial in any action for personal injury or property damage.

31) WAIVER OF RIGHT OF TENANT TO ASSERT COUNTERCLAIM IN SUMMARY PROCEEDINGS.

TENANT agrees that if the LANDLORD begins summary proceedings to evict the TENANT from the apartment, the TENANT will not file a counterclaim against the LANDLORD. However, this does not apply if the counterclaim is based on the LANDLORD'S breach of the warranty of habitability under Paragraph 26 of this lease. In such a case, the TENANT may file a counterclaim.

32) INVALIDITY OR ILLEGALITY OF PART OF LEASE.

If any part of this lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of this lease shall remain in full force and effect.

33) MODIFICATION OR CHANGE OF LEASE.

The only way in which any of the provisions of this lease can be changed or modified is by written agreement by both parties.

34) PERSONS BOUND BY THIS LEASE.

It is the intent of the parties that this lease shall be binding upon the LANDLORD and TENANT and upon any parties who may succeed to their interests.

35) SURRENDER OF PREMISES.

At the expiration of the term of this lease, the TENANT will surrender the premises in as good a state and condition as they were in when the term began reasonable use and wear thereof expected.

36) PERSONAL PROPERTY.

The LANDLORD is not responsible for, nor an insurer of, the personal property of the TENANT. To the extent the TENANT wishes to insure his or her own personal property, the procurement of such insurance shall be the TENANT'S sole responsibility.

37) CAPTIONS FOR PARAGRAPHS OF LEASE.

The captions of the various paragraphs of this lease for convenience and reference purposes only. They are of no other effect.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement in Carmel, New York, on the date hereinabove set forth.

READ and APPROVED:

Date
Jennifer S. Bumgarner
County Attorney

Date
MaryEllen Odell
County Executive

Date
Anna Diaz
Senior Deputy County Attorney

Date
Karl Rohde
Director, Veterans Services

Date
William J Carlin, Jr
Commissioner of Finance

Date
TENANT

By: _____
Please Print Name

PUTNAM COUNTY VETERAN'S RESIDENCE
AND
VETERANS SERVICES, YOUR MANAGING AGENT:
WELCOME TO YOUR NEW HOME

Putnam County Veteran's Residence
Drew Lane
Carmel, New York 10512

Please make this your very own home, a place you are proud to bring family and friends to visit. To help insure this we have set up some basic house rules and regulations.

If you have any suggestions and/or comments regarding these house rules please contact Karl Rohde, Director, Putnam County Veterans Services, Donald B. Smith Government Campus, 110 Old Route 6, Building #3, Carmel, NY 10512, 845-808-1620.

RULES OF THE HOUSE

COMMON AREAS

1. Common areas are for the enjoyment of all tenants.
2. Personal items may not be kept or stored in common areas.
3. Common areas must be kept clean at all times.
4. If you wish to use a common area for a personal function you must obtain prior approval from the house manager.
5. The house manager has absolute discretion in approving or disallowing use of the common areas for personal functions.
6. Public hallways and stairways must be kept free and clear at all times; they may not be used for any purpose other than ingress and egress.
7. Clothing may not be hung or dried in common areas, including hallways and stairways.
8. Tenant will not use tacks, nails or other fasteners (including glue, cement and the like) on the walls, floors or trim in the house, except in such a manner and type as approved by the landlord.

LITTER/GARBAGE/RECYCLABLES

1. Do not litter the grounds or common areas of the house.
2. Put newspapers, wrappers, bottles, cans, debris, trash and other items of garbage in the appropriate waste containers and recycling receptacles.
3. Tenants are to remove garbage and trash from the rooms by placing it in a plastic bag that is properly sealed (tied) and disposing of it in one of the receptacles provided.
4. All recycling regulations will be adhered to.

VEHICLES/PARKING

1. Each Tenant will be assigned a parking place.

2. The tenant's vehicle must be properly registered, insured and inspected as required by law.
3. All other spaces are available for visitors on a first-come, first-serve basis, with the exception of handicapped parking spaces and spaces marked for the use of emergency vehicles.
4. Vehicles parked illegally or in violation of these rules, or abandoned on the premises, will be towed at the owner's expense.

REPORTING REQUIREMENTS

The following events are to be reported to the house manager:

1. All planned absences from the house for a period of more than three (3) days.
2. Contagious diseases.
3. Damage to units or common areas.

APPLIANCES/FIXTURES/EQUIPMENT

1. Tenant will keep all common appliances, fixtures and equipment in a clean and sanitary condition.
2. Tenant will operate all common appliances, fixtures and equipment items in a safe manner and only for the purpose for which they are intended.
3. Washers and driers are not permitted in the rooms or the common areas.
4. Air conditioners may be placed in rooms with the landlord's approval.
5. Tenant will not make any alterations or repairs to common appliances, fixtures and equipment items.
6. Tenant will not install any additional appliance fixtures and equipment items in the House.

AERIALS/ANTENNAE

1. No aeri~~als~~als or antennae wires, or satellite discs, of any description shall be installed on the House or hung from any window.
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FIRE HAZARDS

1. The Tenant will take every precaution to prevent fire and will not store flammable materials of any kind or description.
2. The Tenant will immediately report any fire, accident or injury to the Landlord.

EXTERMINATOR

1. If Tenant is in need of extermination services, they should contact the Landlord immediately.

HEAT/WATER/ELECTRICITY

1. The Tenant agrees not to waste or unreasonably use water, heat and/or electricity.
2. Any and all damage and/or all clean-ups caused by water overflows attributable to the negligence of the Tenant shall be the sole responsibility of the Tenant.

KEY/LOCKS

1. The Landlord will retain a key to all rooms and the house and will issue one (1) key to the room and one (1) key to the house to the tenant at the time of the lease signing.
 2. Tenant will not install additional locks to either the room or the house without prior written approval from the landlord.
 3. In the event such approval is requested and granted, Tenant will provide Landlord with copies of the key (s) to each additional lock.
 4. Upon vacating the premises, all keys issued to the Tenant by the Landlord, together with any additional keys acquired by Tenant, shall be turned into the Landlord. Refund of security deposit will be withheld until all keys have been returned. If a key is lost, Tenant will pay Landlord the replacement cost.
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VISITORS

1. Overnight visitors are permitted, but for no more than two (2) consecutive nights.
2. All visitors and guests must adhere to the "Rules of the House".
3. The Tenant is responsible for the conduct of all visitors and guests.

TENANT/RULES/CONDUCT

1. The house manager must be a Veteran and must live in the home. All tenants must be Veterans and will have the responsibility to take an active part and cooperate with the house manager and the Management Entity. The house manager will coordinate special requests, complaints and all repairs needed to individual rooms, common areas, or project site.
 2. At no time will verbal abuse, physical violence, threatening behavior or provocation to another resident or county staff member be tolerated.
 3. Tenants shall not threaten or disturb privacy, safety, health, well-being, and/or rights of any tenant, guest, or county staff.
 4. No combustible or hazardous material, weapons, or other contraband are to be on the premises.
 5. Tenants are expected to help keep the common areas clean and sanitary. House manager will coordinate with tenants an on-going housekeeping and chore service plan to keep this facility in tiptop condition.
 6. Rooms should be kept locked when not occupied.
 7. No smoking is allowed in the home. Smoking is permitted only outside.
 8. The Tenant shall be responsible for the conduct of all members of the household, visitors and guests; and to follow all regulations regarding visitations, absence from the unit and adding persons to the household as stated in the Lease Agreement.
 9. Tenant must maintain current next of kin and emergency contact information with the house manager.
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RESIDENT ELIGIBILITY

1. The tenant must live in the unit and the unit must be the tenant's only place of residence. The tenant understands that if he/she does not personally reside in the unit for a period exceeding 60 days, for reasons other than health or emergency, the Landlord may take appropriate action and the lease will not be renewed.

RESIDENT PROCEDURES

1. Tenants should submit in writing to the House Manager any special requests or complaints. The House Manager will address such complaints or requests in a timely fashion and whenever possible would meet with all parties involved. Any tenant's grievance shall be resolved in accordance with procedures consistent with regulations that cover such procedure. The House Manager will respond to every written complaint sent and may conduct a site visit to every complaint as needed.
 2. The Tenant should notify the House Manager of any maintenance or repairs that may be necessary. The tenant agrees to give the House Manager prompt notice of any defects in plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities. The House Manager agrees to make necessary repairs with reasonable promptness.
 3. The Office of the Managing Entity (Putnam County Office of Veterans Services) is located at the Donald B. Smith Government Campus, 110 Old Route 6, Building #3, Carmel, NY 10512, 845-808-1620, and is open Monday through Friday from 9 A.M. to 5 P.M. with the exception of holidays.
 4. House Manager will live on site and will be accessible to tenant's on a reasonable basis.
 5. Community and public transportation schedules will be posted on the bulletin board located in the meeting room.
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6. Should a tenant no longer meet the eligibility requirement of the Veterans Home during the term of the Lease Agreement, he/she they will be required to vacate the unit unless an exception is authorized by the Veteran's Home Advisory Board.
7. The Tenant agrees not to make or permit noise or acts that will disturb the rights or comfort of their neighbors. The tenant, also, agrees to keep the volume of any radio, television, phonograph, telephone, or musical instrument at a level that will not disturb their neighbors.
8. If a tenant is in doubt about anything concerning the rules and procedures, please ask the House Manager/Managing Entity.

I/We have read and understand these rules and regulations and acknowledge that these rules must be followed:

Tenant

Date