



LEASE AGREEMENT

RESIDENT(S) _____

LEASE AGREEMENT FOR...

- Building: _____ Unit# _____
- Address: _____
Penn Yan, NY 14527

OCCUPANTS...The following Person(s) will occupy the Town Home, **in addition** to the Person(s) who signed this agreement as non-financially contributing resident(s):

Name & Ages, if Minors:

Number of total Occupants: _____ Landlord's permission is required to change the number or identity of the occupants.

TERM...This agreement may be used for a fixed term or for a variable term: As checked below:

_____ Fixed Term: Your term is to commence on _____ and will continue for _____ months, ending on _____ at Noon. Notice to vacate, at the end of the lease, must be received by the last day of the month and 60 days before the vacating date. Acceptance of rent after the expiration of the term shall be considered a renewal of the term for one month only and for successive periods of one month only until a renewal agreement is signed. Upon submission of the **Renewal Agreement**, tenant(s) will have 3 days to accept the agreement. If tenant(s) choose not to renew, 60 days' notice to terminate is required.

_____ Variable Term: Your term will commence on _____ and will terminate by a written two (2) month notice. The Variable Term option adds an additional cost of \$400/month to the rental price list. ACH transactions are required. No credits offered.

All terms start on the first of the month and end on the last day of a calendar month. Notice to vacate must be received by the end of the month and the 60 days will begin on the first day of the following month.

Occupancy initiated prior to the 1st of the month will be a per diem calculation of whole rate ÷ 30 = \$ _____
Partial month to be paid by check when key is issued. \$ _____ is due on _____

RENT...Resident shall pay a base rent of \$ _____ per Month.

Resident wishes to take advantage of the following credits available:

- ___ \$25/month for a 3 Year Lease Term (fixed rent for entire term)
- ___ \$300/Year for an Annual Lease Payment

For an adjusted monthly rent of \$ _____ from _____ to _____.
Or
For an adjusted annual rent of \$ _____ from _____ to _____.

If for any reason the Resident's tenancy is terminated before the expiration of this Lease Agreement, the resident(s) agrees to refund the rent credits taken during the annual lease period.

Rent shall be paid on the first day of each month in advance and without notice and demand in full. Rent shall be paid as per the attached schedule. Nothing contained in this agreement shall be interpreted to give you any right to make monthly rental payments later than the first day of each and every month. Rent must be paid on time and in full without deduction.

If rent is to be mailed, the rent is to be paid to Landlord in care of the following address (or other address, as Landlord shall notify Resident to use):

Keuka Shores, LLC Office
75 Keuka Shores Lane
Penn Yan, NY 14527

SERVICES...We provide the following checked (X) items:

Dishwasher Carpet Light Bulbs Garbage Removal Range Microwave
 Washer/Dryer Std Cable/WiFi Refrigerator Garbage Disposal Bldg. Keys

YOUR UTILITIES...You agree that you are responsible for all utilities including: Gas, Electric, Telephone, Water, Sewer, Any Additional Cable/WiFi Services (not already provided by Landlord).

_____ You are responsible for contacting Town of Milo @ 315-536-8911 and setting up your water/sewer account prior to occupancy

_____ You are responsible for contacting NYSEG @ 800-572-1111 and setting up your gas and electric account prior to occupancy

_____ You are responsible for contact Village of Penn Yan MUB @ 315-536-3374 and setting up your Electric, Water, Sewer account prior to occupancy

_____ You are responsible for contacting NYSEG @ 800-572-1111 and setting up your gas account prior to occupancy

SECURITY DEPOSIT...You agree to pay the security deposit at the time of signing the lease. **If the lease agreement terminates 30 days prior to the agreed upon occupancy date, the security deposit will be fully refunded.** The deposit of \$_____ is security for your full and faithful performance of all terms and conditions of the Rental Agreement. **It is agreed, you may not utilize the security deposit as a rental payment during the terms of this agreement nor may it be used in place of payment of the last month's rent.** We may use the security deposit for any damage or cost we suffer due to your default.

POSSESSION OF TOWN HOME...We agree that so long as you pay the rent and perform your obligations you will lawfully have, hold, and occupy the Town Home during the terms of rental specified. You hereby expressly covenant and agree to keep and perform the following as terms and conditions of your occupancy of the Town Home:

1. **RENT:** Our ability to provide you with service is dependent in a large part on your payment of the rent on or before its due date. Rent must be paid on time and in full without deduction. If your rent is late, we shall have the right to consider you in default under this agreement. For this reason, **ACH payment for the rent is required as the primary method of payment** unless another payment method is agreed upon between tenant & landlord.

2. **OTHER CHARGES:** You agree to pay the following charges as added rent:

- Late Payment on Rent: **Rent received after the 6th of the month requires a \$50.00 late fee.** Partial payment of rent will not reduce late charges. **Legal Proceedings** will begin if rent is not paid by the 10th. Rent lost in the mail will be treated as unpaid until received. Late fees will apply. For this reason, ACH payment for the rent is the preferred method of payment.
- Returned ACH: A service charge of \$30.00 will be due if your ACH (or other agreed upon method) of payment is returned from your bank plus late fees until the check is made good.

- Lock-Out: There is a \$50.00 charge for all lockouts on weekend and weekdays after 5 PM. The holiday lockout rate is \$60.00
- Additional Occupants: If persons not listed on the face of this agreement occupy the Townhome, additional rent of \$50.00 will be charged for each occupant during each month or fraction of a month. Short term visits by guests (Relatives and friends) may not exceed seven (7) days without Landlord's written permission or you will be subject to an additional charge.
- Pets: (see Pet Addendum, if applicable) No pets of any kind shall be brought on to the premises, **even temporarily**, without Landlord's prior written consent. Failure to comply will result in a Five Hundred Dollar (\$500.00) administrative and cleaning fee. Violation of this provision shall entitle Landlord to terminate this Lease immediately on not less than three (3) day notice. In the event that Landlord exercises its option to terminate, Resident shall pay attorney's fees, costs and disbursements, if any, in addition to forfeiture of the Resident's security deposit, as liquidated damages for violation of this Lease provision.
- Re-Painting: Upon vacating, you are responsible for the cost of re-painting if re-painting is needed within one year after the Townhome was last painted.
- Reimbursement/Payments: All reimbursements for damages are due when we make demand. Our failure to demand damage reimbursement, late fee charges, return check charges or other sums due by you shall not be deemed as a waiver and we may demand the same payments at any time including after move-out

3. **USE & OCCUPANCY**: You agree to use the Town Home solely as private living quarters for the persons named as occupants and no others. Unless you first obtain Landlord's written consent to change identity of the occupants, we shall, at our option, consider your violation of the provision as a default under this agreement.

4. **RULES & REGULATIONS**: You agree to comply with all governmental laws, rules, and ordinances and to pay all penalties, fines, costs, and damages for your failure or the failure of the occupants and your guests to do so. You agree that you and the other occupants and your guests will comply with the Townhome rules which are currently in effect and such other and further rules as we may make for the safety, care, cleanliness and good order of the property or the comfort, quiet convenience of other residents. When damage results from your activities or the activities of occupants, guests, relatives and/or friends, we will give fourteen (14) days' notice to vacate the premises and begin legal action. Additional rules shall become effective upon notice to you or by posting at a conspicuous place. Your failure to comply with the rules shall at our option be considered a default under this agreement. You agree to be responsible for all actions of your family, friends, guests and invitees.

5. **SUBLETTING: Short Term Rentals are PROHIBITED**. You may sublet or assign your Town Home if there is more than 3 months remaining on your lease provided you get Landlord's prior written consent and agree to remain liable for performance of this agreement during the term. Any attempt to sublet without notice to us and our consent is a default under this agreement.

6. **REPRESENTATIONS AND APPLICATIONS**: We are relying on the representations contained in your rental application. In the event that any of the representations contained in the application shall be found to be misleading, incorrect, or untrue, we shall have the right to cancel this agreement and to repossess the Town Home. **No oral statement made by our employees or agents shall be binding upon us unless consented to, by us, in writing.**

7. **POSSESSION**: We shall make a reasonable effort to have the Town Home ready on time. Circumstances beyond our control could cause delay. You agree that, we are not to be liable for damages if the Town Home is not ready at the time stipulated on the application.

8. **CONDITION AT INCEPTION:** You agree that the Town Home and property of which it is a part is in good satisfactory condition when you take possession and that floors, carpeting, walls, appliances, cupboards, windows, storm windows, glass, screens, furniture, and equipment are clean, in good working order, and unbroken. You agree to give written notice within seventy-two (72) hours after taking possession on anything in the rental unit that is not in good condition. Anything not reported within seventy-two (72) hours will be considered in good condition and you will return it in good condition. Unless otherwise noted, you agree to accept the premises "as is" not requiring any changes in the condition of the Town Home.

9. **ALTERATIONS AND ADDITIONAL APPLIANCES:** You will not, without prior written permission, paint, wallpaper, remodel or make any structural changes, drill into, disfigure, or deface any part of the property, or install fixtures of any type or description. Fixtures, once installed, will become Landlord's property, and you agree not to remove the same without our written permission. Wall to wall carpeting is to be considered a fixture. No washing machines, clothes dryers, or any other appliances may be installed without Landlord's written permission.

10. **LOCKS/KEYS:** No additional locks will be placed upon any doors or mailboxes and no locks will be changed without Landlord's prior written permission. You agree to supply the Landlord with any keys, upon demand within three (3) days. You agree to pay the cost of a locksmith and for new locks if you do not return all keys the day of vacating.

11. **ACCESS:** We retain a key and reserve the right to enter the premises during the entire term at reasonable hours with 24-hour notice to show, to inspect, to examine, to make repairs, additions or alterations which we consider routine, proper and reasonable. In the case of emergency maintenance, we will attempt notification but reserve the right to protect and preserve our property at any hour.

12. **MAINTENANCE & REPAIRS:** We agree to repair the Town Home and property when repairs are caused by forces beyond your control and to which you have not contributed. All repairs and maintenance, which we are responsible for, shall be done at our sole discretion. You agree to keep the premises in a clean and tenantable condition at all times and to repair the premises or property:

- a) When damage is caused by misuse or neglect, rather than as a consequence solely of normal and reasonable wear.
- b) When sanitary napkins, garbage, grease, or foreign or harmful substances are placed into plumbing receptacles.
- c) When damage results from activities or actions which violate this agreement or the Town Home rules by you or your guests.
- d) When damage is caused by wind, rain, or other elements, from leaving windows open, or by the overflow of water in the Town Home.
- e) When and if the premises are burglarized or broken into.
- f) You also agree to be responsible for the cost of: 1) All pest control (other than that provided by owner), 2) Any broken glass, no matter how it gets broken, 3) Any broken door or lock, no matter how it gets broken. If you fail to make repairs or replacement, we may do so at your expense and charge to you the costs of the repair or replacement as added rent which shall be due and payable under the terms and conditions of normal rent. **You agree to phone the fire department, if fire is suspected (911), the police department, if you believe a crime is being committed or occurred (911) and the Drug Hotline, if drugs are being sold or used on the premises (315) 536-5558 or install the Yates Tips App for real time communication.**
- g) If leaving the town home for longer than 24 hours the tenant agrees to turn the water off at the shut off valve located in the utility closet and flip the water heater breaker to the off position.

13. **LIGHT BULBS:** Replacement of light bulbs, fluorescent tubes, and starters in the Town Home are your obligation. You also agree to replace all lights as your expense as needed or to notify us to replace them for you if you are unable to do them yourself

14. **SMOKE ALARMS:** (see Smoke Alarm Addendum) You acknowledge that smoke alarms are present in the rental unit and are in good working order. You agree not to remove the alarms or the batteries at any time. You will keep all alarms in good working order and will notify us of any non-working alarms. You also agree to replace batteries at your expense as needed or to notify us to replace them for you if you are unable to do them yourself.

15. **FIRE HAZARDS:** You shall not permit any hazardous act or store hazardous substances, which might cause fire or that, will increase the rate of insurance.

16. **GLASS:** Replacement of broken glass in the Town Home is your responsibility, regardless of who causes it, unless the glass is broken by Landlord or our employees.

17. **DAMAGE OR INJURY:** We are not liable for any injury to person or persons or property caused by or resulting from steam, electricity, gas, water, rain, ice, snow, falling plaster, fire, mold, or from any other cause or happening. You are required to have a **HO4 renter's policy, minimum of \$300,000 liability, naming landlord as an additional interest.** Landlord's insurance will not cover your personal liability time and inconvenience in the event of damage or destruction to the Townhome or to the Community. **A copy of your insurance binder is to be provided to the landlord when unit keys are issued.**

18. **INTERRUPTIONS:** We are not liable for any inconvenience, discomfort, damage or injury arising from the interruption, curtailment, or cessation of any services arising from repairs or improvements to the property. It is agreed that there will be no reduction or abatement of rent and that such interruption or curtailment shall not constitute a constructive eviction or otherwise affect your obligations unless such interruption or curtailment shall continue beyond a reasonable time after we secure parts, supplies, and any specialized labor which may be required to affect any repair.

19. **CHANGE IN RENT OR OTHER CHARGES:** If not on a specific Lease Term, the monthly rent is based, in part, on present costs of services and the property tax and insurance rates in effect when this agreement is executed. We reserve the right to alter the rate of the monthly rent or other charges, upon a 90-day notice of such change; any increase or decrease in the rent, security deposit, or other charges shall not void this agreement. If you decide to give a written 60-day notice to vacate, as a result of rent increase, there will be no re-rental charge. Your term shall end on the last day of the month following the 60 days in which your notice is received by us. If you do not elect to terminate this agreement, you have consented to the change in rent or other charges and this agreement shall continue except as modified by Landlord's notice.

20. **BANKRUPTCY:** If prior to the commencement or during the term, you file a voluntary petition of bankruptcy or are adjudicated a bankrupt or take the benefit of any insolvency act, or if a receiver or trustee for property is appointed, we may at our option, upon three (3) days' notice to you, cancel the term and in such case, neither you or any person claiming under you, shall be entitled to possession of the Townhome.

21. **ABANDONMENT:** If you are absent from the Town Home for more than a week during which the rent is unpaid or if you remove a substantial portion of your personal possessions, you will be considered to have abandoned the Town Home. If you move or are evicted or abandon the Townhome, but fail to remove some or all of your possessions within 48 hours, then the property shall be deemed abandoned and may be removed by us and disposed of as we see fit without liability therefore.

22. **RIGHT OF RE-ENTRY:** In the event of your bankruptcy or default in performance under this agreement or your abandonment of the Town Home or if it shall become vacant during the term for any other reason, we may recover possession and may dispossess all persons and all goods of any such persons by re-entry using such force as we think fit or by dispossess proceedings or otherwise as provided by law, without being liable to prosecution or damage therefore. Upon re-entry, we may at our option:

- a) Treat this Town Home as terminated and re-let the Town Home for our own profit
- b) Re-let the Town Home as your agent applying the rent we collect to the payment of your obligation under this agreement and pay the balance to you or if the rent we collect do not fully pay your obligations, we may hold you liable for any deficiencies, and the right to hold you liable shall survive the issuance of a warrant to dispossess you or other termination or cancellation of this agreement.

23. **LITIGATION AND ATTORNEY FEES:** If we undertake legal proceedings to evict you or to collect from you, you agree to pay us reasonable legal fees in such proceedings, in addition to the amounts otherwise due from you, together with the costs of collection. All persons signing this agreement hereby waive trial by jury in any action arising out of this agreement.

24. **SUBORDINATION:** Your term is subject and subordinate to all security interests which now or may in the future affect the property of which the premises is a part and to all renewals, modifications, consolidations, replacements and extensions thereof. You agree to execute promptly any certificate confirming such subordination and appoint us your attorney-in-fact to execute such certificates for and in your behalf.

25. **CONDITIONS WHEN VACATING TOWN HOME:** You agree to promptly surrender the Town Home at the end of the term in good, clean and rentable condition. **Time is of the essence** in your surrender of the Town Home. If the succeeding tenant's move-in is delayed, as result of damage, cleaning, or your vacating of the TownHome after the end of the term of this agreement, you are liable for payment of one (1) month's rent.

26. **NO WAIVER:** Our failure to insist in one or more instances upon a strict performance of the covenants of this agreement shall not be construed as a waiver or relinquishment of strict performance in the future. No waiver shall be deemed to have been made of any provision hereof, unless made expressly in writing and signed by Landlord.

27. **THE TERM "WE":** In this agreement means the owner or management or any agent designated by the owner in writing. The term "You" or "Your" in this agreement means each person signing this agreement as resident. If more than one person signs as resident, then each term, covenant, and condition shall be their obligation both individually and jointly. If any portion of this agreement is held unenforceable or invalid, the remaining provisions shall remain fully enforceable and binding. This agreement shall be binding upon the parties, their heirs, executors, successors, and assigns. This agreement constitutes the entire agreement and cannot be orally amended. Changes of assignments must be in writing and signed by the parties.

28. **HABITABILITY:** We covenant and warrant that the Town Home and all common areas are fit for human habitation and for the uses reasonably intended and specified in this agreement and that the occupants will not be subjected to conditions which would be dangerous, hazardous, or detrimental to their life, health or safety. If any such condition has been caused by your misconduct or by misconduct of other occupants or guests, such conditions shall not constitute a breach of this covenant and warranty.

29. **MOLD INFORMATION AND PREVENTION:** Mold is found virtually everywhere in our environment, both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organism, which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all of our lives. Without mold we would all be struggling with large amounts of organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores like plant pollen spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken

IF YOU FAIL TO COMPLY WITH THIS (Section 29), you can be held responsible for property damages to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

- a. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling you must do the following:
 1. *Keep your dwelling clean* - - particularly the kitchen, the bathrooms, the carpet and the floors. Regular vacuuming, mopping and using household cleaners to clean hard surfaces is important

to remove the household dirt and debris that harbors mold or food for mold. Immediately throw away moldy food.

2. *Remove visible moisture accumulation on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible.* Look for leaks in washing machine hoses and discharge lines – especially if the leak is large enough for water to infiltrate into nearby walls. When showering, be sure to keep the shower curtain inside the tub or the shower door fully closed. The experts recommend: 1) wiping the moisture off the shower walls, shower doors, the bathtub and the bathroom floor; 2) leave the bathroom door open until all the moisture on the mirrors, and bathroom walls have dissipated; 3) hang your towels up and bathmats so they will completely dry out. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots.
3. *Promptly notify us in writing about any air conditioning or heating system problems you discover.* Follow the manufacturers' rules and regulations regarding air filters. Additionally, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (humidity level below 50%) to help areas of your dwelling dry out.
4. *Promptly notify us in writing about any signs of water leaks, water infiltration or mold.* We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.

b. In order to avoid mold growth, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

1. Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level
2. Overflows from showers, bathtub, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerators or a/c condensation lines
3. Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills steam from excessive open pot cooking
4. Leaks from plumbing lines or fixtures and leaks into wall for bad or missing grout/caulking around showers, tubs or sinks
5. Leaks from clothes dryer discharge vents – which puts a lot of moisture in the air
6. Insufficient drying or carpets, carpet pads, shower walls and bathroom floors

c. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic) the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water. Let the surfaces dry and then within 24 hours apply a pre-mixed spray-on type of household biocide such as Lysol or Pine Sol Disinfectants, Tilex Mildew Remover or Clorox Cleanup. (Note: Only a few of the common household cleaners will actually kill mold. Tilex and Clorox contain bleach, which can discolor and stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away dirt and oils from the surface is like painting over old paint without first mold cleaning and preparing the surfaces. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items such as fibers in sofa, chairs, drapes and carpets – provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes,

d. DO NOT CLEAN OR APPLY HOUSEHOLD BIOCIDES TO: (1) visible mold on porous surfaces such as sheetrock/drywall walls or ceilings or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing and we will take appropriate action in compliance with applicable law.

e. COMPLIANCE. Complying with these parameters will help prevent mold growth in your dwelling and both you and we will be able to respond correctly if problems develop that could lead to mold growth.

30. **PEST POLICY**

Pests natural to our environment may appear in the Community from time to time despite Landlord's reasonable efforts to provide a pest free community. However, Resident agrees that the Landlord's ability to control and take care of or enforce a pest-free community is reliant on Resident's cooperation and compliance. Resident agrees to cooperate with Landlord in all efforts and course of action required to control any pest infestation. Resident agrees to report any pest infestation or problems as soon as it is noticed. This includes but is not limited to: bed bugs, roaches, ants, carpenter ants, termites, mice, rodents and other pests. Resident agrees to permit Landlord entry to the Townhome to complete inspections, pre-treatment and treatment to eliminate any pests. Resident agrees and understands that evacuating the Townhome during and after treatment for a specific time frame may be necessary. Resident will follow all directions and follow any critical actions to comply with the pest control requirements to keep the Townhome Unit and or Building, of which it is a part of and Community pest free and prevent any re-infestation.

31. **CEILING FANS**

Ceiling fan/light fixtures will be allowed both up and downstairs with the following conditions: Written permission from Landlord in advance of the installation, in which all costs will be the responsibility of the Resident, completed by a licensed electrician. Resident understands that should Resident install a ceiling fan or light fixture either upstairs or downstairs depending on the townhome style. Resident will take any and all responsibility for damages caused by this appliance. Should complaints come from the resident nearby, Resident would be responsible for removing the fan.

33. **DEFAULT:** If you default in performing any of your obligations (other than the payment of money) or if you conduct or that of the other occupants or guests shall be undesirable: destruction of property, disruption of the lives of other tenants an neighbors, extreme and threatening behavior, violation of the law on the premises, violations of provisions of the rental agreement, violations of the Townhome rules, etc., we will give a fourteen (14) day notice of our intention to terminate your lease and your term shall end at the expiration of said three days. You will remain liable as stated in this agreement. If you default in payment of any installment of rent or any other money due to us under this agreement, we shall have all rights and remedies allowed by law including the right of eviction and re-entry and you shall remain liable. We shall, also, have the right to terminate your occupancy with a 30 days notice for any reason or no reason at all under this agreement.

34. **ADDENDUMS:** The attached addendums are part of this agreement. You acknowledge that you have read all the applicable addendums that are made part of this agreement and further agree that you will observe and comply with these addendums. We will give you notice of changes to any addendum. The enforcement of all these addendums is totally within our control and we are not liable to you if other tenants violate any part of this agreement. The following addendums apply:

- Schedule A State/Community Specific Provisions Addendum
- Schedule B Smoke Detector Addendum
- Schedule C Rules and Regulations Addendum
- Schedule D Smoke Free Lease Addendum
- Schedule E Washer/Dryer Rental Addendum
- Schedule F Pet Policy Addendum

35. **SUBORDINATION:**

a. This Lease is subject and subordinate to any mortgages, deeds of trust, deeds to secure debt, ground Rents and to all renewals, modifications, consolidations, replacements and extensions of any of the foregoing or of substitutions therefore or any other forms or methods of financing or refinancing which may now or hereafter affect the Property or leasehold estate of which the Premises form a part whether now in use or not and any instruments executed for said purposes or hereafter executed by the owners of the fee or leasehold, if Landlord is not the owner of the fee.

b. Tenant agrees upon demand to execute, acknowledge and deliver to the owners of the fee or leasehold estate, without expense to Landlord, any instruments that may be necessary or proper to confirm this subordination of this Lease and of all of the rights herein contained to the lien or liens created by any such instruments. If the Tenant shall fail at any time to execute and deliver any such subordination instruments upon request, the mortgagors in any such new mortgage or mortgages or the obligors in any form of refinancing as provided above, in addition to any other remedies available to them in consequence of said default may execute, acknowledge, and deliver such subordination instruments as the attorney-in-fact of the Tenant and in the Tenant's name, place and stead; said Tenant hereby makes, constitutes and irrevocably appoints said mortgagors or obligors as its attorney-in-fact for that purpose. It is further agreed that any secured lender as aforesaid may, at its option, elect to make this superior to its mortgage, deed to secure debt, or other instrument referred to herein, by written notice thereof to the Tenant. No such subordination provided for herein shall be valid without the consent of all prior lien owners, if there be any.

I, the undersigned agree and understand that this agreement is between the Landlord and each signatory individually and severally, in the event of default by any one signatory, each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement. I acknowledge that I have read and understood everything in this agreement and the Landlord or manager has answered all my questions and has read or discussed this agreement with me.

Print Name

Tenant Signature

Date

Print Name

Tenant Signature

Date

Keuka Shores, LLC's Representative Signature
(Landlord)

Date