

employees or Tenant's guests, in which case such repairs shall be made by Tenant or Tenant shall immediately reimburse Landlord, at Landlord's option.

9. **INSURANCE & LIABILITY:** Landlord shall not be liable for any injury, loss or damage sustained by Tenant or Tenant's guests, employees, invitees, etc., including without limitation any damage to Tenant's possessions, unless caused by Landlord's gross negligence. Tenant shall indemnify, defend, and hold Landlord harmless for all costs, claims and expenses, including legal fees, arising from Tenant's occupancy of the Premises, including without limitation the acts or omissions of Tenant, Tenant's family, employees, contractors, and guests. Tenant shall be responsible for maintaining insurance on any of Tenant's possessions at the Premises. If, through no fault or negligence of the Tenant, the Premises shall suffer damage or destruction by fire or other unavoidable casualty, repairs shall be made by the Landlord as expeditiously as conveniently possible in the event of partial damage. In the event the damage shall be so extensive as to render the Premises uninhabitable, this Lease shall terminate, Tenant shall vacate the Premises and the rent shall then be apportioned and paid up to the time surrenders the Premises, and the balance, less any amounts owing under this Lease, shall be refunded to Tenant..
10. **ACCESS TO PREMISES:** Tenant agrees that the Landlord and/or Landlord's representatives shall have the right to inspect the Premises, or show the Premises for rent or for sale at reasonable hours by prior appointment with Tenant.
11. **SUBLET OR ASSIGNMENT:** The Tenant shall not assign or sublet the whole or any part of the Premises.
12. **TENANT'S DEFAULT:**
 - A. If Tenant should default on this agreement prior to taking possession, Tenant shall lose his initial payment which shall be considered Landlord's liquidated damages. Further, it shall be lawful by the Landlord or his agents to re-enter, without notice, the said premises, the same to have again to repossess and enjoy for any default of this agreement.
 - B. Landlord may give five (5) days written notice to Tenant to correct the following defaults:
 1. Failure to pay rent or additional rent on time
 2. Improper assignment of the Lease or sublet of the Property
 3. Improper conduct by Tenant or other occupants
 4. Failure to perform any term of the Lease.
 - C. If Tenant fails to correct any and all defaults under the Lease within five (5) days of written notice thereof by Landlord, Landlord may cancel the Lease by giving Tenant a written three (3) day notice stating the date on which the Term will end. On that date the Term and Tenant's rights in this Lease will end and Tenant must leave the Property and give Landlord the keys. Tenant will continue to be responsible for any rent, expenses, losses and damages.
 - D. If the Lease is cancelled or rent or additional rent is not paid on time or Tenant vacates the Premises, in addition to any other remedy, Landlord may:
 1. Enter the Lease Property and remove Tenant and any other person or property
 2. Commence dispossess, eviction or other lawsuits to take back the PropertyTenant is responsible for all legal costs of Landlord due to Tenant's default. In any action for possession of the property, Tenant has no right to make any counterclaim or claim any right of set off. Each party waives any right to jury trial in any claim regarding the Lease.
13. **SMOKING/PETS:** Tenant agrees that there will be no smoking or pets on the Premises .
14. **ENTIRE AGREEMENT:** This Lease constitutes the entire agreement of the parties as to the subject matter hereof, and supersedes all prior discussions, negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Lease.
15. **MODIFICATION:** This Agreement may not be modified except by a writing duly executed by all parties herein.
16. **SEVERABILITY:** A determination that any provision or provisions of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any remaining provisions of this agreement. The parties waive any rights to trial by jury.
17. **NOTICES:** Any notice or communication with regards to this Lease shall be sent in writing to the parties' respective addresses as listed above.
18. Owner agrees that it is, and will continue to be, in compliance with all applicable governmental laws, rules and regulations, including without limitation the Rental Permit law of Southampton, New York, Local Law # 40.

LANDLORD: _____ DATE: _____
(NAME)

TENANT: _____ DATE: _____
(NAME)