

Daniel P. McCoy  
Albany County executive  
112 State Street, 12<sup>th</sup> Fl.  
Albany, NY 12206

Dear County executive McCoy. Myself and my husband Robert and Colleen Hibson have lived at 397 first St for 26 yrs.

Recently we have found out this property has been foreclosed. My husband and myself are interested in living at this address. We are offering 25,000 to buy this property.

We are hopeful that since we have lived at this address for 26 yrs that you will accept our offer to purchase this property.

Sincerely,  
MB Colleen Hibson  
Robert Hibson

## MONTHLY RENTAL AGREEMENT

THIS AGREEMENT, entered into this *27<sup>th</sup>* day of March, 1997,  
by and between James Scaringe hereinafter called the landlord  
Colleen Gibson and Robert Gibson hereinafter called the tenant.

**WITNESSETH:** That for and in consideration of the payments of rent and the performance of the covenants contained on the part of the tenant, said lessor does hereby demise and let unto the tenant, and tenant hires from landlord for use as a residence those premises described as: 397 First Street, 2nd floor, Albany, New York 12206.

for a tenancy from month to month commencing on the 1st day of May, 1997,  
and at a monthly rental of Four Hundred Fifty Dollars ( \$ 450.00 )  
per month, payable on the first day of each and every month, on the following

### TERMS AND CONDITION:

- 1. Occupants.** The said premises shall be occupied by no more than five (5) adults and children.
- 2. Pets.** No pets shall be brought on the premises without the prior written consent of landlord.
- 3. Tenant's duty to obey laws and regulations.** Tenant must comply with all laws, orders, rules, requests, and directions, of all governmental authorities. Notices received by the tenant from any authority or group must be promptly delivered to the landlord. *Notice is hereby given that, acting upon reliable information, the landlord will report, to the appropriate police agency, any illegal activity conducted on the premises.*
- 4. Alterations.** The tenant agrees not to make any alterations or improvements in the premises without the landlord's written permission and any alterations and improvements made by the tenant after obtaining written permission of the landlord shall be paid at the sole expense of the tenant and will become the property of the landlord and be left behind in the premises at the end of the tenant's tenancy.
- 5. Upkeep of premises.** Tenant shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to the landlord in as good condition as when received. Tenant shall be responsible for all damages caused by their negligence and that of their family or invites and guests. *Tenant will be held responsible for any damages and vandalism done in the commission of a criminal act by a third party unless the tenant reports the crime and resulting damages to the appropriate police agency and receives a copy of the police report and delivers a copy of said police report to the landlord.*

*J.S. C.G.*

**6. Assignment and subletting.** Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of landlord.

**7. Utilities.** Tenant shall be responsible for the payment of all utilities and services except for cold water which will be paid by landlord. *Notice is hereby given that some of the lights in common areas of the building are connected to the tenant's electric meter and the tenant agrees to pay the cost of operating said lights, which may be used by the tenant, landlord or other tenants in the building.*

**8. Right of entry.** Landlord reserves the right to enter premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the premises. Tenant here grants permission to the landlord to show the premises to prospective purchasers, mortgagees, tenants, workman, or contractors at reasonable hours of the day.

**9. Furniture and personal belongings.** When the tenant vacates the premises or is dispossessed and fails to remove any of the tenant's furniture, clothing or personal belongings, those items shall be considered abandoned by the tenant and the landlord shall be authorized to dispose of those items as the landlord sees fit.

**10. Default.** If tenant fails to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in a manner required by law, landlord may terminate all rights of the tenant, unless tenant, within said time, shall cure such default.

**11. Security deposit.** The security deposit set forth, if any, shall secure the performance of tenant's obligations hereunder. Landlord may, but shall not be obligated to, apply all or portions of said deposit on account of tenant's obligations hereunder. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. Any balance remaining upon termination shall be returned to the tenant within two (2) weeks from date possession is delivered to landlord, together with a statement showing any charges made against such deposits by tenant.

**12. Attorney's fees.** The prevailing party in an action brought for recovery of rent or other moneys due or to become due under this agreement or by reason of a breach of any covenant herein contained or for recovery of the possession of said premises, or to compel the performance of any agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connections therein, including, but not by way of limitation, reasonable attorney's fees.

**13. Quiet enjoyment.** The landlord agrees that if the tenant pays the rent and complies with all of the other terms and conditions of this agreement, then the tenant may peaceably and quietly have, hold and enjoy the premises.

J.L. C G

14. **WARNING! LEAD PAINT!** Notice is hereby given that *all* painted surfaces on the interior and exterior of the building should be presumed to contain lead-based paint.

### FACTS ABOUT LEAD EXPOSURE

1. Lead exposure can harm young children and babies before they are born.
2. Even children that are healthy can have high levels of lead in their bodies.
3. People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips with lead in them.
4. Lead poisoning means having high concentrations of lead in the body. Lead can cause major health problems, especially in children under 7 years old.

The tenant agrees to follow the guidelines set forth by the United States Environmental Protection Agency, hereinafter attached, on protecting the family from lead hazards.

The tenant acknowledges that they have inspected the premises and is satisfied that the paint is in excellent condition.

The tenant agrees that they will notify the landlord, by certified mail, if any paint repairs are needed.

The tenant agrees not to hold the landlord and / or landlord's agent liable for any elevated lead levels, or any health problems associated with high lead levels, in themselves or any of their children or children in their care.

The tenant acknowledges to having read this agreement and the guidelines on lead hazards by the United States Environmental Protection Agency, and the tenant agrees to comply with all provisions set forth in this document.

tenant Colleen Gibson date 3/27/97  
Colleen Gibson

tenant Robert Gibson date 3/27/97  
Robert Gibson

landlord James Scaringe date 3/27/97  
James Scaringe