

EXHIBIT N

NATION CIVIL COURT
CAYUGA NATION

RECEIVED

JAN 19 2024

Cayuga Nation Tribal Court

CAYUGA NATION,

by and through its lawful governing body,
the Cayuga Nation Council,

File No. CV-24-002

Petitioner.

vs.

**NOTICE OF PETITION
TO RECOVER REAL
PROPERTY**

DARREN KETTLE and "JOHN DOE" and "MARY DOE"

(said names being fictitious, it being the intention of Petitioner to
designate any and all occupants, tenants, persons or corporations,
if any, residing in the premises).

3016 E. Bayard St., Seneca Falls, New York 13148.

Respondents.

PLEASE TAKE NOTICE, that a hearing on the annexed Verified Petition will be held before the Hon. Joseph E. Fahey, Justice of the Cayuga Nation Civil Court, located at 2540 State Route 89, Seneca Falls, New York, 13148 and will take place on February 21, 2024 at 1:00 a.m. to recover possession of certain real property being unlawfully possessed by the Respondent(s) at 3016 E. Bayard St., Seneca Falls, New York (the "Premises"), for a money judgment representing the value of the unlawful use and occupancy of the Premises and for such other and further relief as is demanded in the annexed Verified Petition; and

PLEASE TAKE FURTHER NOTICE, that your answer may set forth any defense or counterclaim you may have against the Petitioner; and

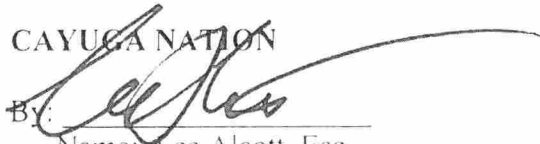
PLEASE TAKE FURTHER NOTICE, that if you fail to interpose and establish any defense that you may have to the allegations of the Verified Petition, you may be

precluded from asserting such defense or claim on which it is based in any other proceeding or action; and

PLEASE TAKE FURTHER NOTICE, that claim is made for the value of the unlawful use and occupancy of the Premises in the amount of \$7,479, plus the reasonable value of any continued unlawful use and occupancy until execution of the warrant of eviction; and

PLEASE TAKE FURTHER NOTICE, that your failure to appear and answer may result in final judgment by default for the Petitioner removing you from the Premises and ordering you to pay the value of the unlawful use and occupancy of the Premises as aforesaid and the amount of the costs of this proceeding.

Dated: January 19, 2024

CAYUGA NATION
By: 
Name: Lee Alcott, Esq.
Attorney for Cayuga Nation

NATION CIVIL COURT
CAYUGA NATION

CAYUGA NATION,
by and through its lawful governing body,
the Cayuga Nation Council.

Petitioner.

File No. CV-24-02

vs.

**VERIFIED
PETITION**

DARREN KETTLE and "JOHN DOE" and "MARY DOE"
(said names being fictitious, it being the intention of Petitioner to
designate any and all occupants, tenants, persons or corporations,
if any, residing in the premises),
3016 E. Bayard St., Seneca Falls, New York 13148.

Respondents.

Petitioner CAYUGA NATION ("Petitioner" or the "Nation"), by and through its lawful governing body, the Cayuga Nation Council, as and for its Petition pursuant to Article 7 of the Cayuga Nation Real Property Actions and Proceedings Law, respectfully alleges as follows:

INTRODUCTION

1. This is a summary proceeding brought pursuant to Article 7 of the Cayuga Nation Real Property Actions and Proceedings Law seeking recovery of certain real property owned by the Nation and money damages.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to § 701 of the Cayuga Nation Real Property Actions and Proceedings Law, which provides that a "special proceeding to recover real property owned by the Cayuga Nation may be maintained in the Cayuga Nation Civil Court." Venue is proper in that the real property at issue is located within the territorial jurisdiction of this Court, same being the Nation's federally recognized reservation.

PARTIES

3. Petitioner is a federally recognized Indian nation. Indian Entities Recognized and Eligible to Receive Services from the United States Bureau of Indian Affairs, 88 Fed. Reg. 54,645, 54,655 (August 11, 2023).

4. This action is filed by the Nation at the direction of, and under the authority of, its federally recognized Nation Council. *Cayuga Nation v. Bernhardt*, 374 F. Supp. 3d 1 (D.D.C. 2019); Letter from Assistant Secretary-Indian Affairs Tara Sweeney (Nov. 14, 2019) (recognizing the Halftown Council “as the Nation’s governing body “*without qualification*” and that “[t]he Halftown Council is the Nation’s government *for all purposes*.”).

5. Petitioner is the owner in fee simple of certain real property located at 3016 E. Bayard St., Seneca Falls, NY 13148 (the “Premises”).

6. Said Premises were purchased at the direction of the Halftown Council.

7. Upon information and belief, Respondent Darren Kettle (“Respondent”) is a natural person with an address at the Premises.

8. Upon information and belief, the John Doe and Mary Doe Respondents are other individuals over the age of 18 who may occupy the Premises.

AS AND FOR A FIRST CAUSE OF ACTION
(RECOVER POSSESSION)

9. Petitioner repeats and realleges each of the allegations contained in paragraphs 1 through 8 of this Petition, as if more fully set forth herein.

10. On or about January 1, 2014, Respondent entered into a Residential Lease Agreement with the Nation (“Lease”) whereby Respondent was obligated to pay the sum of \$277 to the Nation a monthly basis as rent. A copy of said Lease is annexed and submitted herewith as Exhibit A.

11. Respondent has defaulted in his obligation to pay rent to the Nation.

12. By reason of the foregoing, Petitioner respectfully prays for a judgment awarding it possession of the Premises and a warrant removing Respondents from the possession thereof.

AS AND FOR A SECOND CAUSE OF ACTION
(MONEY JUDGMENT)

13. On May 11, 2021, this Court entered a judgment against Respondent in the amount of \$23,583.58. A copy of said judgment is annexed and submitted herewith as Exhibit B.

14. On October 19, 2021, a judgment was entered against Respondent in Supreme Court, Seneca County, State of New York in the amount of \$23,869.97. A copy of said judgment is annexed and submitted herewith as Exhibit C.

15. Thereafter, Respondent has continued to occupy the Premises without paying rent to the Nation.

16. As such, Petitioner is entitled to an additional award of damages against Respondents in the amount of \$7,479.

17. By reason of the foregoing, Petitioner demands judgment against Respondents, jointly and severally, in the amount of \$7,479, plus the reasonable value of any continued unlawful use and occupancy until execution of the warrant of eviction, together with the costs and disbursements of these proceedings.

WHEREFORE, your Petitioner prays for a judgment awarding it:

- a. Possession of the Premises;
- b. A warrant to remove Respondents from the possession thereof;
- c. A money judgment against Respondents, jointly and severally, in the amount of \$7,479, plus the reasonable value of any continued unlawful use and occupancy until execution of the warrant;
- d. The costs and disbursements of these proceedings; and
- e. Such additional relief as the Court may deem just and proper.

Dated: January 19, 2024

CAYUGA NATION

By: 

Name: Lee Alcott, Esq.

Attorney for Cayuga Nation

Exhibit A

Cayuga Nation Housing Department Residential Lease Agreement

Landlord:

Cayuga Nation
Post Office Box 786
Seneca Falls, New York 13148
(716) 860-8711

Tenant(s):

Barren Kettle

If more than one person is listed as Tenant, all persons so listed shall be referred to collectively in this Lease as "Tenant" and each such person shall be jointly and severally liable for the obligations of Tenant under this Lease.

Location of Rental ("Premises"):

3016 E. Bayard St.

Term: 1 Year(s) Month(s) OR

The Term of this Lease is month-to-month, terminable by either party upon not less than thirty (30) days prior written notice.

Commencement Date: 1/1/2014

Rent Amount: \$ 8162.⁰⁰ per year Cayuga Nation Subsidy: \$ 4836.⁰⁰

Net Rent: \$ 3324.⁰⁰ per year payable in equal monthly installments of
\$ 277.⁰⁰

Security/Cleaning Deposit: \$

Amount Due from Tenant Upon Signing of Lease

Tenant agrees upon signing of this lease to tender the initial payment of rent and Security Deposit under the terms of the Lease must be made by Check, Money Order and/or Cashier's Check.

In the case of a Tenant who is a Nation Member working for the Cayuga Nation or one of the Nation's Enterprise's, the Tenant may elect to have an amount withheld from his or her weekly pay in an amount equal to one week's worth of Tenant's annual Net Rent to be applied as partial payment of rent.

Rent

If Tenant foregoes the withholding option listed above, if applicable, the rent payment for each month is payable in advance **on or before the 25th day of the previous month** at the Landlord's address set forth above or at such other place or address as the Landlord may designate. The Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. Monthly rent payments may be paid by Check, Money Order and/or Cashier's Check until the first Check is dishonored and returned unpaid, thereafter all monthly payments of rent and payments of all other charges due under this Lease must be made by Money Order or Cashier's Check.

Tenant may be required to pay other charges to the Landlord under the terms of the Lease; they are to be called "Additional Rent." This Additional Rent is payable as rent. If the Tenant fails to pay the Additional Rent on time, the Landlord shall have the same rights against the Tenant as if the Tenant failed to pay rent. The Landlord has the right to increase the rent upon thirty (30) days written notice to Tenant; provided however, that the Tenant has the right to approve or reject this proposed rent increase within three (3) days after receipt of Landlord's notice. If Tenant rejects the proposed rent increase, then Tenant agrees to vacate the Premises within thirty (30) days after such rejection.

Under no circumstances will payment of the last months rent be pro-rated for early move outs. If the Tenant vacates the Premises before the end of the term of this Leased for any reason, Tenant hereby agrees to forfeit said Security Deposit, to pay one additional month's rent and to be liable for any damages suffered by Landlord as a result of Tenant vacating the Premises early.

Security/Cleaning Deposit

The Security/Cleaning Deposit (the "Deposit") on this Premises equal to one month's rent or \$500 in the case of a Tenant who is a Nation member working for the Nation or one of its Enterprise Funds. The Deposit set forth will secure the performance of the Tenant's obligations hereunder. It is refundable if the Tenant leaves the Premises reasonably clean and undamaged. Landlord may, but shall not be obligated to, apply all or portions of said Deposit on account of Tenant's obligations hereunder. Any balance of the Deposit remaining upon termination shall be returned to the Tenant within thirty (30) days from the day possession is delivered to the Landlord, together with a statement if charges have been made. The Tenant shall not have the right to apply the Deposit or any part thereof, in payment of the last month's rent or back rent.

In the case of a Tenant who is a Nation member working for the Nation or one of its Enterprise funds, the Tenant may elect not to pay the Deposit at the signing of this Lease but in that event, Tenant shall forfeit his or her member distributions up to \$500 if necessary as related to the provisions of this Lease.

Non-Assignment of Lease

Tenant agrees not to assign this Lease, or to sub-let all or any part of the Premises, or to allow any other person to live therein other than as named in this Lease without first requesting permission from the Landlord and paying the appropriate surcharge.

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Late Rent

If the rent is received after 5pm on the 1st day of the month, the Tenant agrees to pay a "Late Rent" charge of Forty and 00/100 Dollars (\$40.00) (USD) for that month. If rent is "Late" for any three (3) months during the term of this Lease for any reason, Tenant automatically forfeits the Deposit and further agrees to vacate the Premises at the end of that month in which the third "Late" payment occurs

Bad Checks

If payment made by personal check is not honored by the Tenant's bank due to insufficient funds or any other reason, the Tenant agrees to pay the sum of Forty and 00/100 Dollars (\$40.00) (USD) plus any bank fees charged to the Landlord as Additional Rent for each such occurrence. If for any reason a check is returned or dishonored, all future rent payments must be made by Money Order or Cashier's Check.

Lost Rent

Any rent payments lost in the mail will be treated as if unpaid until the amount of such rent is actually received by Landlord. It is the Tenant's sole responsibility to make sure the Landlord has received rent payments and that the payments are made on time.

Inspection of Premises by Tenant

Landlord warrants that all major systems will be functional and in good repair at the time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, etc. will either be in working order or will be repaired once the Tenant has completed the inspection. Tenant is encouraged to report any necessary repairs, no matter how slight, in writing but Tenant is hereby advised that Landlord does not normally repair or replace items such as paint, carpets, etc., every time a new tenant takes possession of a rental property. Those items are scheduled for repair or replacement at regular intervals regardless of tenant turnover.

Alterations

Tenant shall make no alterations, decorations additions or improvements in or to the Premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. The installation of satellite television dish(es) on the roof of the Premises is expressly prohibited and Tenant acknowledges that he/she may not represent to anyone that the Landlord has given permission for such an installation. Any tenant who wishes to have television satellite dish installed at their premises must contact the Nation Housing Department in advance in order that a determination can be made as to the placement of the dish. All alterations, additions, or improvements upon the Premises, made by either party, shall become the property of Landlord and shall remain upon, and be surrendered with said Premises, as part thereof, at the end of the term hereof. The Tenant specifically agrees that no tacks, nails, screws, etc., will be driven into the walls nor will walls be marred or torn by glue or tape. Tenant also acknowledges and agrees that Tenant will be responsible for and pay for the cost of repair of any damage done by rain, wind, hail, tornadoes, hurricanes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow of water and/or

sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc., or any damage caused while Tenant has occupancy of the Premises.

Utilities

The Tenant and Landlord shall be responsible for payment of all utilities and services as follows:

	Landlord	Tenant
Water	X	-
Gas	-	X
Oil	-	X
Electricity	-	X
Waste Management	-	X
Sewer	X	-

There will be no pro-rations of rent due to any "Acts of God" where any utilities are interrupted.

Use

The premises shall be used as a residence and only by the undersigned Tenant and for no other purposes.

Business Use

Tenants agree to use this dwelling as Tenant's personal residence. Tenant further agree to conduct no business on or in the Premises without first obtaining Landlord's written permission.

Fire or Casualty Damage

During any time when the Premises cannot be used for residential purposes because of fire or casualty damage, Tenant is not responsible for payment of rent. Should a portion of the Premises become unusable due to fire or casualty damage, Tenant is not responsible for payment of rent on that unusable portion. In either case, Landlord reserves the right to decide whether the entire Premises is usable and what portions thereof are usable. Landlord is not responsible for repairing or replacing any improvements made by Tenant if those improvements are damaged. Should the fire or casualty damage have been caused by Tenant's own action or neglect, Tenant shall not be relieved of the responsibility for payment of rent, and Tenant shall also bear the full responsibility for repair of the damage to the Premises.

Drain Stoppages

As of the date of this Lease, Landlord warrants that the sewage drains in the Premises are in good working order and that they will accept the normal household waste for which they were designed. Such drains will not accept things such as paper towels, baby diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks or newspapers. Tenants agree to

pay for clearing the drains of any and all stoppages except for those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or Acts of God.

Damage

Tenant agrees to pay for repairs of all damage which Tenant or Tenant's agents, contractors or guests have caused. Tenant agrees to protect Tenant's personal property and Tenant's interest in the real property by securing renters insurance. Under no circumstance will Landlord be responsible for any damages that occur to the Premises while in Tenant's possession.

Grounds for Termination of Lease

If Tenant shall (a) fail to pay rent, additional rent or any other charge due from Tenant to Landlord under this Lease at one of the addresses set forth hereinabove, or (b) fail to perform any of its other obligations pursuant to this Lease, or (c) file a petition of bankruptcy or insolvency, or if any such petition shall be filed against Tenant, or (d) make an assignment for the benefit of creditors, or (e) allow any receiver or trustee to be appointed for any part of its property, or (f) permit the Premises to be vacant for a period of thirty (30) days then, in any of such events, Landlord shall have the right to terminate this Lease upon written notice to Tenant if Tenant shall have failed to cure said default within three (3) days after receipt of a written default notice from Landlord specifying the nature of such default.

Tenant hereby further specifically acknowledges and agrees that the Landlord and owner of the Premises is the Cayuga Nation and agrees to pay rent to the Cayuga Nation solely at one of the addresses set forth hereinabove and to no other person or entity or at any other address at any time. Tenant further acknowledges and agrees that any failure to pay abide by this provision shall constitute grounds for termination of this Lease and the exercise of all lawful remedies available to Landlord.

Landlord's Remedies

- (a) If Landlord shall terminate this Lease, then Tenant shall immediately vacate and surrender the Premises to Landlord, and Landlord or Landlord's agents may at any time thereafter re-enter the Premises and remove therefrom Tenant and all of Tenant's property by any legal means and repossess and enjoy the Premises and all alterations, additions and improvements thereto without being liable to indictment, prosecution or damages therefor.
- (b) In case of any such termination, re-entry or dispossession by summary proceedings or otherwise, all net fixed monthly rent, additional rent and all other charges required to be paid by Tenant to the time of such termination, re-enter or dispossession, shall be promptly paid by Tenant and Tenant shall also pay to Landlord all expenses which Landlord may then or thereafter incur for attorney's fees and brokerage commissions to relet the Premises as well as the net deficiency, if any, between the rent

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obtained on such reletting and the rent Tenant would otherwise have paid to Landlord hereunder had the terms of this Lease been fully complied with by Tenant.

- (c) Tenant expressly waives, so far as permitted by law, any and all right of redemption or re-entry or repossession under present or future laws including specifically but without limitation Section 761 of the New York Real Property Actions and Proceedings Law. Landlord and Tenant, so far as permitted by law, hereby waive and will waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease.
- (d) No failure by Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy of Landlord for a breach of this Lease by Tenant, and no acceptance by Landlord of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. In the event of any breach or threatened breach by Tenant of any of the covenants, agreements, terms or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise, in addition to every other right or remedy given to Landlord under this Lease.

Pets

No pets shall be allowed on the Premises without prior written consent of Landlord.

Legal Obligations

Tenant hereby acknowledges that Tenant has a legal obligation to pay the rent and Additional Rent on time each and every month regardless of any other debts or responsibilities Tenant may have. Tenant agrees that Tenants will be fully liable for any back rent owed. Tenant also acknowledges that defaulting on this Lease could result in a judgment being filed against Tenant and a lien being filed against Tenant's current and future assets and/or other earnings.

Lock Policy

No additional locks will be installed on any door by Tenant without the written permission of Landlord. Landlord will be given a duplicate key for all locks so installed at the Tenant's expense, before they are installed. Should Tenant lock themselves out of the Premises and be unable to gain access through their own resources, they may call upon a professional locksmith to let them in. In either case, they are responsible for payment of the charges and/or damages involved.

Inspections of the Premises by Landlord

The Landlord hereby reserves the right for entry onto the Premises for monthly inspections. The Landlord may enter the Premises only with prior consent of the Tenant or with twenty-four (24) hour written notice to the Tenant. However, in the event of an emergency constituting danger to life, health or property, the Landlord may enter the Premises at any given time without the consent of or notice to the Tenant. The Landlord shall have the right to enter to the Premises at any given time when Tenant has submitted to Landlord in writing a request for repairs.

Appliances

The Tenant hereby agrees that items such as a washer, dryer, air conditioner, fan, refrigerator, oven, range, stove, dishwasher or other added amenities owned by the Landlord may be removed at the Landlord's discretion. Tenant agrees that all are in good working order at time of execution of this Lease and Tenant has full responsibility to make sure such appliances remain in good working order throughout the term of this Lease.

Repairs

Requests for repairs may be submitted in writing directly to the Landlord at P.O. Box 786 Seneca Falls, NY 13148 or to Landlord by phone at (716) 860-8711. Under no circumstances will Landlord be responsible for any improvements or repairs made by Tenant unless the Tenant was given written authorization by Landlord to make such repairs or improvements in advance.

Notification to Landlord of Serious Building Problems

Tenants agree to notify the Landlord in writing immediately upon first discovering any signs of serious building problems such as a crack in the foundation, a tilting porch, a crack in the plaster or stucco, moisture in the ceiling, buckling sheet rock (drywall) or siding, a leaky roof, a spongy floor, a leaky water heater, or termite activity.

Non-liability of Landlord for Tenant Work/Repairs; Indemnification

The Tenants hereby agrees that any work or repairs that need to be done in the Premises will be handled by competent professionals, unless Tenant is qualified and capable of doing the work properly, in a safe manner and in compliance with all applicable federal, state and local codes, rules and regulations. Tenant further agrees that Tenant will be legally responsible for any mishap Tenant does directly or that is done by others Tenant hires to do work. Tenant shall indemnify and hold Landlord, it agents, representatives, successors and assigns harmless from and against any and all liability, loss, cost and expense arising from or out of such mishap. In the event that needed repairs are beyond the Tenant's ability, Tenant is urged to arrange for professional help.

Possession

Landlord shall endeavor to deliver possession to Tenant by the commencement date of this Lease. Should Landlord be unable to do so, Landlord shall not be held liable for any damages Tenant suffers as a consequence, nor shall this Lease be considered void unless Landlord is unable to deliver possession within ten (10) days following the

commencement date. Tenant's responsibility to pay rent shall begin when Tenant receives possession of the Premises and monthly rent shall be pro-rated on a per diem basis using a thirty (30) day month.

Vehicle Policy

Tenant agrees that any vehicle parked on unpaved areas or failure to comply with local parking laws may result in towing and storage at Tenant's expense. Tenant agrees to keep parking areas free of debris and clean of oil drippings. Only those motorcycles which have exhaust muffling comparable to that of a passenger car are allowed. Tenant agrees not to park boats, recreational trailers, utility trailers, and the like on the Premises without first obtaining Landlord's written permission.

Tenant Insurance

No rights of storage are given by this Lease. Landlord will not be liable for any loss of Tenant's property for any reason. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord. Tenants agree to purchase insurance at their own expense sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connections, water damage, etc. Tenant acknowledges that if Tenant fails to procure such insurance, it is Tenant's responsibility and Tenant alone shall bear the consequences of such failure.

Maintenance of Lawns, Driveways and Swimming Pool, if any

Snow removal from walkways is the responsibility of the Tenant. Snow removal from the driveway is the responsibility of the Landlord. Lawn mowing and landscaping is the responsibility of the Tenant in a single family home Premises and the responsibility of the Landlord if the Premises is in a multi-unit apartment complex. If there is a swimming pool on the Premises, Landlord will cause such pool to be in good working order and condition at the commencement of the term of this Lease and thereafter for the term of the Lease, Tenant shall be responsible for making all repairs to and maintenance of the pool at its cost and expense.

Garbage

All garbage must be enclosed or wrapped in plastic before disposal. Under no circumstances will tires or oil or any other hazardous substance be left at the Premises. If Landlord has to dispose of any such items left by Tenant, Tenant shall be billed and shall pay for such disposal.

Expiration of Term

Tenant must return the Premises to Landlord at the expiration of the term of this Lease, broom clean and in at least the same condition as when Tenant took possession of the Premises, reasonable wear and tear and damage by fire or other casualty excepted. Kitchen stove, sink and refrigerator, and bathroom-sink, tub and toilet must be cleaned by the Tenant or its agent at the Tenant's expense.

Cleaning

Tenant hereby agrees to accept the Premises in its present state of cleanliness. If the Landlord discounts the first month's rent to compensate for cleaning and repairs that need to be done, then Tenant assumes the responsibility for such cleaning and repairs and Tenant will be held financially responsible for the cleaning and repairs upon the vacating of the Premises.

Tenant hereby agrees to leave the Premises in the same condition or pay all cleaning/repair fees. If Tenant has maintained a pet then Tenant will be expected to produce a dated receipt from a professional carpet cleaner documenting when the carpets were last cleaned, dated and including a phone number with the cleaner's personal name to show that the carpets were professionally cleaned. Carpets must be cleaned after all Tenants' personal property has been removed.

Sale of Dwelling

If Landlord sell this Premises or otherwise transfers its ownership thereof to another party, Landlord or such other party shall have the right to terminate this Lease by giving Tenant written notice at least thirty (30) days in advance of the effective date of such termination.

Tenant Cooperation for Showings and Repairs

Tenant agrees to cooperate with Landlord in showing property to prospective tenants, purchasers or contractors prior to termination of occupancy. Tenant agrees to keep Premises clean and allow Landlord to show Premises to prospective tenants, purchasers or contractors with or without Tenant's presence. Tenant agrees to forfeit the Deposit and agrees to pay an additional one (1) month's rent for failure to cooperate with Landlord on showing the Premises.

Validity of Lease Provisions

If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Waiver

All rights given to Landlord by this Lease shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this Lease.

Terms

In this Lease the singular where used will include the plural, the masculine gender will include the feminine, the term Landlord will include the current Landlord and its

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successors and assigns; and the term Tenant will include the present Tenant and its permitted successors and/or assigns; Property will include residence, apartment, Premises. All captions and bold lettering in this lease are for convenience only. This Lease shall be construed in accordance with the laws of the State of New York. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

Service of Process

Every Tenant who signs this Lease agrees to be the agent of the other Tenants and occupants of this dwelling and is both authorized and required to accept, on behalf of the other Tenants and occupants, service of a summons and other notices relative to the tenancy or this Lease.

Attorney Costs, Fees and Damages

Tenant shall provide Landlord, at Tenant's expense, with an attorney of Landlord's choice, if an action is brought against Landlord arising from Tenant's act or neglect. If Landlord pays any sum of money, or does any act which requires the payment of money, by reason of the failure of the Tenant to comply with any provision of this Lease, or, if Landlord incurs any expense of any nature, including but not limited to reasonable attorneys fees, service of legal process fees and court filing fees, in instituting, prosecuting and/or defending any suit, action or proceeding instituted by reason of any default by Tenant, then the sum or sums so paid or required to be paid together with all interest, costs and damages shall be deemed to be and shall constitute Additional Rent and shall be due from and payable by Tenant to Landlord immediately following the incurring of such respective expenses and payments. Tenant must pay for damages suffered and money spent, including but not limited to any re-rental or advertising costs, incurred by Landlord relating to Tenant's non-performance of, or non-compliance with, or breach of, or failure to observe, any term, covenant, or condition of this Lease. In the event of default by the Tenant in the payment of rent, Landlord may recover reasonable attorney's fees and costs incurred to recover possession of the Premises including but not limited to any fees incurred by Landlord to evict the Tenant for any reason.

Governing Law, Jurisdiction, Venue, Authority of Landlord

Tenant agrees that this Lease shall be governed by the laws of the State of New York, and no other law(s), be it the law of the Cayuga Nation or any other entity, shall apply to the Tenant's performance of the terms and conditions of this Lease. Tenant agrees to be subject to the jurisdiction of courts of the State of New York, including Seneca County Supreme Court or Seneca County Court, or the Town of Seneca Falls Town Court, in Landlord's sole determination, in connection with any action brought by Landlord against Tenant to enforce the terms and conditions of this Lease. Tenant agrees that in any legal action brought by Landlord to enforce the terms and conditions of this Lease that said legal action may be instituted under the authority of Clint Halftown, the Cayuga Nation's federally-recognized representative, and Tenant shall not contest in any way or manner the authority of Clint Halftown to initiate any such legal proceeding(s) in the name of the Cayuga Nation.

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of know lead-based paint and lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Lead Warning Certification and Acknowledgement**Landlord's Disclosure** (initial a and b below)

CM a) Presence of lead-based paint or lead-based paint hazards (check one Below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

☒ Landlord has no actual knowledge of lead-based paint and/or lead-based paint hazards in the housing.

CM b) Records and reports available to the Landlord (Check one Below):

☐ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (List documents below)

☒ Landlord has no reports or records pertaining to hazards in the housing.

Tenant's Acknowledgement (initial c and d below):

DK (c) Tenant has received copies of all information listed above.

DK (d) Tenant has received the pamphlet Protect Your Family From Lead in Your Home.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge that the information provided by each of them individually (but not as to the statements of any other party) is true and accurate.

Landlord's initials CM

Tenant(s) initials DK / _____

Full Disclosure

The Tenant signing this Lease hereby states that all questions about this Lease have been answered, that Tenant fully understands all the provisions of this Lease and the obligations and responsibilities of each party, as spelled out herein. Tenant further states that Tenant agrees to fulfill Tenant's obligation in every respect or suffer the full legal and financial consequences of Tenant's actions or lack of action in violation of this Lease. Signature by the Tenant on this Lease is acknowledgment that he/she has received a signed copy of the Lease and has received an inspection checklist to be completed and returned to Landlord within three (3) days after taking possession of the Premises.

Signatures, Effective Date

Landlord and Tenant have signed this Lease as of the date set forth below. The Lease is effective only when signed by all parties.

IN WITNESS WHEREOF, the parties hereto have signed this Lease this 22 day of December 2023

CAYUGA NATION

Landlord

By:

Custine Murphy

Title:

CN Housing Admin

[Signature]
Tenant

Tenant

Exhibit B

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 06/22/2021

NATION CIVIL COURT
CAYUGA NATION

CAYUGA NATION,
by and through its lawful governing body,
the Cayuga Nation Council
66 E. Genesee Street
Auburn, New York 13021.

Petitioner,

File No. CV-003-21

vs.

JUDGMENT

DARREN KETTLE and "JOHN DOE" and "MARY DOE"
(said names being fictitious, it being the intention of Petitioner to
designate any and all occupants, tenants, persons or corporations,
if any, residing in the premises),
3016 E. Bayard St. Ext., Seneca Falls, New York 13148

Respondents.

The Notice of Petition and Petition in the above-entitled action having been duly served on Respondent Darren Kettle ("Respondent"), and Respondent having failed to answer or move with respect to the Petition and having therefore defaulted, and Petitioner Cayuga Nation ("Petitioner") having moved the Court for a default judgment against Respondent and the Court having awarded Petitioner a default judgment against Respondent by Order granted and entered May 11, 2021 (copy attached).

NOW, on motion of Jeremy Cali, attorney for Petitioner, it is hereby

ADJUDGED, that Petitioner Cayuga Nation residing at 66 E. Genesee St., Auburn, NY, do recover of Respondent Darren Kettle residing at 3016 E. Bayard St. Ext., Seneca Falls, New York 13148, the sum of Twenty Two Thousand Two Hundred Seven Dollars (\$22,207), plus the sum of One Thousand Two Hundred Forty Six and 50/100 Dollars (\$1,246.50), plus costs in the sum of Fifty Dollars (\$50) amounting in all to Twenty Three Thousand Five Hundred ^{Three} ~~Nine~~ ^{K3} and 50/100 Dollars (~~\$23,509.50~~ ^{\$ 23,503.50}) and that Petitioner have execution therefor.

~~RECEIVED NYSCEF: 06/22/2021~~
NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 06/22/2021

Judgment entered this 11th day of May, 2021

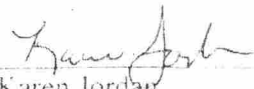

Karen Jordan
Clerk of the Cayuga Nation Court

Exhibit C

NYSCEF DOC. NO. 18

RECEIVED NYSCEF: 10/19/2021

SUPREME COURT STATE OF NEW YORK
 COUNTY OF SENECA

CAYUGA NATION,

Petitioner,

vs.

JUDGMENT

DARREN KETTLE,

✓ Index No. 20210286
 # 15686

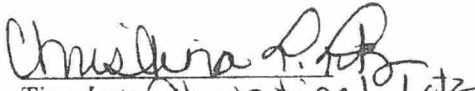
Respondent.

The Notice of Petition and Verified Petition having been personally served on Respondent Darren Kettle ("Respondent") and Respondent having failed to answer or move with respect to the Petition and having defaulted in appearance and the Court having granted Petitioner an Order against Respondent entered on October 14, 2021, a copy of which is annexed and submitted herewith,

NOW, on motion of Barclay Damon LLP, attorneys for Petitioner, it is hereby

ADJUDGED, that the Petitioner, Cayuga Nation, whose address is 256 Cayuga Street, Union Springs, New York 13160, shall have judgment and recover of the Respondent Darren Kettle, whose address is 3016 E. Bayard Street, Seneca Falls, New York 13148, the sum of \$23,509.50, together with costs and disbursements as taxed in the sum of \$360.47, making in all the sum of \$23,869.97, and that Petitioner have execution therefor.

Judgment entered this 19th day of October, 2021


 Christina L. Lotz
 Seneca County Clerk

RECEIVED

JAN 19 2024

NATION CIVIL COURT
CAYUGA NATION

Cayuga Nation Tribal Court

CAYUGA NATION,

by and through its lawful governing body,
the Cayuga Nation Council.

File No. CV-24-602

Petitioner.

VS

**NOTICE OF PETITION
TO RECOVER REAL
PROPERTY**

DARREN KETTLE and "JOHN DOE" and "MARY DOE"
(said names being fictitious, it being the intention of Petitioner to
designate any and all occupants, tenants, persons or corporations,
if any, residing in the premises).
3016 E. Bayard St., Seneca Falls, New York 13148.

Respondents.

PLEASE TAKE NOTICE, that a hearing on the annexed Verified Petition will be held before the Hon. Joseph E. Fahey, Justice of the Cayuga Nation Civil Court, located at 2540 State Route 89, Seneca Falls, New York, 13148 and will take place on February 21, 2024 at 1:00 a.m. to recover possession of certain real property being unlawfully possessed by the Respondent(s) at 3016 E. Bayard St., Seneca Falls, New York (the "Premises"), for a money judgment representing the value of the unlawful use and occupancy of the Premises and for such other and further relief as is demanded in the annexed Verified Petition; and

PLEASE TAKE FURTHER NOTICE, that your answer may set forth any defense or counterclaim you may have against the Petitioner; and

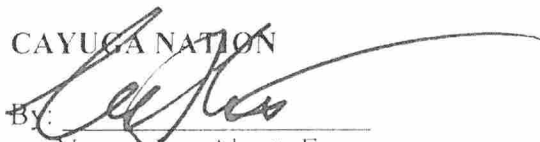
PLEASE TAKE FURTHER NOTICE, that if you fail to interpose and establish any defense that you may have to the allegations of the Verified Petition, you may be

precluded from asserting such defense or claim on which it is based in any other proceeding or action; and

PLEASE TAKE FURTHER NOTICE, that claim is made for the value of the unlawful use and occupancy of the Premises in the amount of \$7,479, plus the reasonable value of any continued unlawful use and occupancy until execution of the warrant of eviction; and

PLEASE TAKE FURTHER NOTICE, that your failure to appear and answer may result in final judgment by default for the Petitioner removing you from the Premises and ordering you to pay the value of the unlawful use and occupancy of the Premises as aforesaid and the amount of the costs of this proceeding.

Dated: January 19, 2024

CAYUGA NATION
By: 
Name: Lee Alcott, Esq.
Attorney for Cayuga Nation