

# LEASE AGREEMENT

DATED:

BETWEEN: \*\*\*, Landlord, and

TENANTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. **AGREEMENT:** The parties hereto mutually agree and covenant as follows:

(a) **PREMISES.** Landlord lets to Tenants and Tenants hire and take from Landlord the Apartment #1 and 2 of the building situated at \_\_\_\_\_, in the City of Cortland, County of Cortland and State of New York, to be used and occupied by Tenants as a place of residence and for no other purpose whatsoever upon the conditions and covenants contained herein as well as the rules and regulations which are attached hereto and incorporated herein by reference. Tenants shall function as a family unit and as hereinafter provided are jointly and severally liable for damages and rents. It is expressly understood that each Tenant assumes, as joint and several obligation, the payment of the total rent due upon the premises and as set forth herein;

(b) **LEASE TERM.** The term of this Lease Agreement shall be from August 15, 200\_\_ to December 24, 200\_\_, and from January 15, 200\_\_ to May 15, 200\_\_ at noon (two college semesters). Tenants may occupy the leased premises over winter break with Landlord's written permission only and there will be a \$25.00 (per person) fee to cover the additional heating cost.

(c) **RENTAL AMOUNT.** Tenants covenant and agree to pay Landlord, or any other agent the Landlord may designate, the sum of \$11,400.00 rent, per semester, for said lease term to be paid as follows:

August 1, 2005      \$ \_\_\_\_\_ per tenant ( ) = \$ \_\_\_\_\_  
December 1, 2005    \$ \_\_\_\_\_ per tenant ( ) = \$ \_\_\_\_\_

2. **ASSIGNMENT, SUBLEASE AND IMPROVEMENTS:** Tenants shall not assign this lease or sublet the premises, or any part thereof, or use or permit the use of the premises, or any part thereof, for any purpose other than above stated; or make any alterations therein or additions thereto, without the written consent of the Landlord. All additions, fixtures or improvements made by the Tenants, except movable household furniture, to become the property of the Landlord and remain on the premises as part thereof, and be surrendered with the

leased premises at the termination of this lease. Should the landlord approve an assignment, the tenant so assigning his or her interest shall pay the Landlord an administrative fee of \$250.00

3. **RISK OF LOSS**: All personal property placed in premises, or any other part of the building, shall be the risk of the Tenants or owner of such property. Landlord shall not be liable for any loss or damage to such personal property or for any injury to Tenants arising from the accidental bursting or leaking of any water or steam pipes, or from any active negligence of any co-tenant, occupant of the building, or any person other than Landlord, his agents, servants and employees.

4. **UTILITIES**: The Landlord shall provide for all utilities used in connection with the premises rented. The Landlord shall provide, during the proper seasons, sufficient apparatus for heating, and hot and cold water. In the event the heating apparatus shall need repair, or if, from some other causes beyond the control of the Landlord, it should become necessary, in the determination of the Landlord, to reduce or stop the production of heat, Landlord shall not be liable for any damage arising out of the failure to furnish such heating or water service. Should any of the electrical equipment belonging to the leased premises, or the building, become unserviceable, Landlord shall have reasonable time, after notification, to determine the responsibility, and have the same repaired, without any liability to Tenants for damage or inconvenience. The tenants shall not allow the heat to go below 55° Fahrenheit or above \_\_\_ ° Fahrenheit.

5. **DESTRUCTION OF PREMISES**: In the event the leased premises are destroyed or rendered untenable by fire, storm, earthquake or other casualty not caused by the negligence of Tenants, the Tenants shall notify Landlord immediately and this lease shall be at an end from such time, except for the purpose of enforcing rights that may have accrued hereunder. The rental shall then be accounted for between Landlord and Tenants up to the time of such injury or destruction of said premises, Tenants paying up to said day and Landlord refunding the rents collected beyond such date. Should a part of the leased premises thereby be rendered untenable, the rental shall abate in proportion, which the injured party bears to the whole leased premises, and such part so injured shall be restored by Landlord as readily as practicable, after which the full rent shall recommence and the lease continue according to its terms.

6. **DELIVERY OF POSSESSION**: In the event possession cannot be delivered to Tenants on commencement of the lease term, through no fault of the Landlord, or his agents, there shall be no liability on Landlord, or his agents, but the rental herein provided shall abate until possession is given. Landlord, or his agents, shall have fifteen (15) days in which to give possession, and, if possession is tendered within such time, Tenants agree to accept the leased premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of the Landlord or his agents, then this lease and all rights hereunder, shall be at an end.

7. **DEFAULT:** The prompt payment of all sums due hereunder, including the rent, per semester, in advance as specified; the performance of all other promises contained herein; and the faithful performance of all the rules and regulations attached hereto and made a part of this Agreement. Any failure on the part of the Tenants to comply with the provisions of this lease or any rules or regulations herein contained, shall, at the Landlord's option, work a forfeiture of this contract and all of Tenants' rights hereunder, and, thereupon, Landlord, his agents or attorneys, shall have the right to re-enter the leased premises and remove all such persons therefrom.

Should it become necessary for the Landlord to employ an attorney to enforce any of the conditions, promises or covenants herein contained, including the collection of rentals or gaining possession of the premises, Tenants agree to pay all expenses so incurred, including reasonable attorneys fees.

8. **RIGHT OF ENTRY:** Landlord, or his agents, shall have the right to enter the leased premises during all reasonable hours to inspect the same or to make repairs, additions, or alterations as may be deemed necessary for the safety and comfort of Tenants, or for the preservation of the leased premises or building, or to exhibit the leased premises, and to put and keep upon the doors or windows thereof, a notice indicating that such premises are for rent, at any time before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, cleaning and maintenance as provided which do not conform to this Agreement or to the rules contained herein.

9. **MAINTENANCE AND DAMAGES:** Tenants agree to maintain the leased premises in the same condition, order, and repair as they are at the commencement of the lease term, excepting only reasonable wear and tear arising from the use thereof under this Agreement, and to make good to Landlord, immediately on demand, any damage to the heating or water apparatus or electric lights or wires, or any fixtures, appliances or appurtenances of the leased premises, or of the building, caused by act or neglect of Tenants or any person or persons there with the consent or under the control of Tenants. Should the Landlord deem upon inspection that the Tenants are failing to maintain premises, including the common areas, in a clean and orderly manner, Landlord shall have the right to enter and remedy the defective condition and deduct from the security deposit the reasonable and necessary charges and expenses for the same. A general cleaning fee of \$65.00 per tenant shall be charged upon the termination of this lease. This fee also includes shampooing of carpets. If cleaning is more than ordinary wear and tear, an additional fee could be assessed. If the property is left in the same condition as at move-in, the above fee will be waived. The Landlord may at his election waive such fee should tenants leave the premises in a clean condition which is acceptable to Landlord.

10. **TERMINATION:** If the said premises, or any part thereof, shall become vacant during the said term, or should the Tenants be evicted by summary proceedings or otherwise, the Landlord, or his representatives, may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the said premises as the Agent of the said Tenants

and receive the rent thereof; applying the same, first to the payment of such expenses as he may be put to in re-entering, and then to the payment of the rent due by these presents; the balance (if any) to be paid over to the Tenants, who shall remain liable for any deficiency.

The said Tenants hereby expressly waive the service of any notice in writing of intention to re-enter.

If the Tenants shall file a petition in bankruptcy, or be adjudicated a bankrupt, or make an assignment for the benefit of creditors, to take advantage of any insolvency act, the Landlord may, if he so elects, at any time thereafter, terminate this lease and the term thereof, upon giving to the Tenants five (5) days notice in writing of his intention so to do, and, upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice, as if said date were the date originally fixed in this lease for the termination or expiration thereof.

11. **SECURITY DEPOSIT:** The Tenants shall upon the execution of this lease, deposit with the Landlord the sum of Three Hundred and 00/100 Dollars (\$300.00) per tenant, as security for the full and faithful performance by the Tenants of all of the terms and conditions upon the Tenants' part to be performed, which said sum (less cleaning charge set forth in paragraph "9" herein) shall be returned to the Tenants after the time fixed as the expiration of the term herein, provided the Tenants have fully and faithfully carried out all of the terms, covenants and conditions on their part to be performed.

12. **NONWAIVER:** Landlord's failure to take advantage of any default on the part of the Tenants shall not be construed as a waiver thereof, nor shall any custom or practice that may arise between the parties in the course of administering this instrument be construed to waive or to lessen the right of the Landlord to insist on performance of the provisions hereof.

13. **SUCCESSORS:** Unless otherwise stated, this lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or the Tenants.

14. **MODIFICATION:** This Agreement cannot be verbally or orally modified by the parties hereto in any manner or form.

15. **JOINT AND SEVERAL OBLIGATION:** **IT IS EXPRESSLY UNDERSTOOD BY THE TENANTS THAT WHERE THE SUBJECT PREMISES IS RENTED TO TWO (2) OR MORE TENANTS, EACH TENANT ASSUMES, AS A JOINT AND SEVERAL OBLIGATION, THE PAYMENT OF THE TOTAL RENT DUE UPON THE PREMISES AS SPECIFIED HEREIN.**

16. **QUIET ENJOYMENT:** Landlord agrees that if the Tenants pay the rent as required under this lease and are not in default in any other term of this lease, the Tenants may peaceably and quietly have, hold and enjoy the premises for the term of this lease.

17. **RETURNED CHECKS:** Tenant(s) agree to pay a penalty of \$35.00 to Landlord for returned checks (for any reason) plus the late charges.

18. **GLASS:** Tenants shall at their own cost and expense, replace any and all glass and plate glass windows in and about the demised premises which are broken during the term of this lease, including winter recess.

19. **LATE PAYMENT:** It is agreed by the parties hereto that any installments of rent accruing under the provisions of this lease that shall not be paid three (3) days past the due date, shall be subject to a late charge of \$25.00 plus (\$5.00 per day for each day late, until all rents have been paid in full.

20. **PARKING:** There will be no parking fee charged. Tenants shall park in designated areas. At no time are the vehicles allowed on the lawns. No other vehicles are allowed on the property other than those of the Tenants. Guests must find alternative parking or will be towed. Tenants assume all responsibility for their vehicles, including any damages caused by vandalism, act of God or other including parking tickets and towing charges.

21. **NO PARTIES:** Parties are prohibited. A party is considered a gathering of more than one guest per tenant. No kegs of beer are allowed on premises. Any violation of the section will be considered a breach of this lease and tenants will forfeit all security deposits and at the discretion of the Landlord, are grounds for termination. Tenants are responsible for all damages and/or cleaning costs that may occur from such gathering.

22. **GUESTS:** Tenants are responsible for any damage caused by their guests. Guests may not remain on premises beyond one week without Landlord's written permission.

**IN WITNESS WHEREOF,** the parties have duly executed this lease the day and year first above written.

**LANDLORD:**

**TENANTS:**

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## **APPLICABLE RULES AND REGULATIONS**

1. Tenants shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state and city governments, and any and all of their departments and bureaus applicable to said premises.
2. Tenants and their guests shall maintain order in the building and shall not make or permit any improper noises in the building or interfere in any way with the other Tenants, neighbors and/or city ordinances. Violations will, at the option of the Landlord, void this lease.
3. The sidewalks, entry passages, halls and stairways shall not be obstructed by the Tenants or used by them for any purpose other than that of ingress and egress and shall be maintained in a clean and orderly manner. Should Landlord determine the premises, upon inspection, are not being maintained in a clean and orderly manner, he may enter to make all necessary repairs and maintenance and the Tenants shall reimburse the Landlord for all reasonable and necessary expenses incurred by him, including labor charges.
4. The front porches are not common property for all Tenants and each Tenant's use of the porches must be limited to the portion directly in front of his or her apartment.
5. The Tenants are solely responsible for the removal of snow on the sidewalks, porch, and stairs during the winter months. The Tenants shall promptly remove all such snow and ice as needed.
6. The Tenants are solely responsible for the removal of all garbage and rubbish from on and about the premises. Should the Tenants fail to remove all garbage and rubbish, the Landlord shall be entitled to do the same and hold the Tenants liable for the reasonable and necessary expenses in so removing.
7. Dogs, cats and other pet animals or birds, are strictly prohibited in this premises; nor shall any Tenant permit or cause others to keep or have pets on premises.
8. The floors, skylights and windows that reflect or admit light into any place in the premises shall not be covered or obstructed by the Tenants.
9. The Tenants, and occupants must observe strict care not to leave their windows open when it rains or snows, and, for any default, shall make good any injuries sustained by the Landlord through damage to paint, plastering or other parts of the premises.
10. No Tenant shall do, or permit anything to be done, to said premises or bring or keep anything therein, that shall in any way increase the rate of fire insurance on the leased premises, or bring or keep anything therein that will interfere with the rights of other

Tenants, or in any way injure or annoy them, or conflict with the laws relating to fires, or the regulations of the fire department, or with any insurance policy on the building or any part thereof, or to conflict with any of the rules or ordinances of the local health department.

11. All glass, shades, blinds, curtains, curtain rods, weather stripping, locks and trimmings in or on the doors and windows, belonging to the premises, shall be kept whole, and wherever any part thereof shall be broken, the same immediately shall be replaced or repaired and put in order under the direction, and to the satisfaction, of the Landlord, and shall be left whole and in good repair, in the same manner in kind and with the same kind of keys as received by the Tenants on entering into possession of that part of the building or during his or her tenancy.
12. Tenants, at the termination of this lease, must return all keys to Landlord.
13. Tenants agree no person who is not a party to this agreement shall occupy the premises at any time; should the Tenants allow non-party persons to occupy the premises, the Landlord shall be entitled to adjust the rent accordingly.
14. The Tenants shall not:
  - (a) tamper with any thermostats;
  - (b) allow any heaters of any kind upon the premises. Should any person upon the premises use any other heat source than provided by Landlord, they shall be removed by the Landlord. If any damage or injury of any kind should occur to the premises from the use of other heat sources, the Tenants shall be fully responsible and liable for the damage;
  - (c) have more than three (3) posters per room or hang posters by any other means than thumb tacks. No tape, double-faced tape, nails or stick patches of any kind to be used in any manner upon the premises;
  - (d) allow any lights in halls in corner areas to go unrepaired for any length of time for any reason. The Tenants shall replace all light bulbs in such lights immediately or notify the Landlord immediately should the lighting fixture need repair;
  - (e) cover any heat ducts or cold air returns in any manner;
  - (f) allow the use of water beds by any person or Tenant upon the premises.