

LEASE AGREEMENT

All Tenants are jointly and severally liable.

The Landlord and Tenant agree to lease the below premises at the rent for the term stated.
The terms and conditions annexed are part of this contract.

| | | |
|-----------------|-----------------------------------|----------------|
| Owner | Jennifer and Ronald Mickle | Tenants |
| Agent: | United Student Rentals | _____ |
| Address: | PO Box 855 | _____ |
| | Oneonta, NY | _____ |
| | 13820 | _____ |
| Phone: | 607-432-1025 | |

Premises: _____ at _____

Terms: _____
Beginning: _____ **Date:** _____
Ending: _____

Monthly Rent: \$ _____
Security Deposit: \$ _____

Signatures: Landlord and Tenant(s) have signed this lease as of the date indicated above.
Each party acknowledges they have read this contract and understand and agree to each of its terms, including those annexed.

Landlord/AGENT

Tenant

Tenant

Tenant

Tenant

Tenant

We the undersigned, fully understand that if the lease is signed with less than the required number of people to fill the apartment, or if less people occupy the apartment than signed the lease, that the undersigned are responsible for the total rent owed for the apartment.

Rent check should be made payable to: _____

1. USE: The apartment must be used only as a private apartment to live in and for no other

reason. Only the party signing this lease may use the apartment.

2. RENT: Monthly rent is due in our office on the first (1st) of each month. Checks should be mailed to United Student Rentals Inc PO Box 855 Oneonta, New York 13820. Any rent received after the fifth (5th) of the month will be considered late and will be subjected to a 5% late fee. Late fees are assessed at these amounts on a "Per Person" basis. **IT IS THE TENANTS RESPONSIBILITY TO PAY ON TIME; NO MONTHLY INVOICE OR BILL WILL BE SENT IN REGARDS TO RENT OWED.**

3. SECURITY DEPOSIT: The Security Deposit equals one months rent per person. Each Tenant is required to pay \$100.00 (One Hundred Dollars) at the Lease signing. The remaining Security Deposit Balance is due within two weeks of Lease signing. Security Deposits must be paid in full by move in date otherwise you will not be able to move into the apartment. The initial Security Deposit cannot be used for any outstanding rent owed. If Landlord sells or leases the building, Landlord may give the security to the buyer or lessee. Tenant will look to the buyer or the lessee for the return of the Security Deposit.

4. SECURITY DEPOSIT RETURNS POLICY: Security Deposits will be returned in a **timely manner** if Tenant complies with the terms of the Lease Agreement. Tenants will receive a summary of their Security Deposit showing any deductions taken (excessive garbage removal, damages to fixtures, equipment, or appliances supplied by Landlord caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense). If the apartment is not cleaned at the end of the Lease term a minimum fee of \$200.00 will be charged. Tenant, together with his or her roommates are completely responsible for the apartment and will be equally charged for cleaning and the repair costs beyond normal wear and tear to the apartment, furniture, equipment and appliances, unless Tenant(s) claims responsibility for the damages. In the event that a specific responsible individual cannot be ascertained, all costs for the repairs will be equally divided amongst all residents of that apartment. The Tenant agrees to pay the costs on demand by the management. Charges will be based on rates established by the management. Liability for damages and cleaning will not be limited to the amount of the Security Deposit.

All Repairs will be completed by management staff and/or its agents. **All Tenants are responsible for damages caused by their guests.** Tenant understands that in the event that damage occurs to common areas in the building including, but not limited to, hallways, stair towers, laundry rooms, etc. and a specific responsible party cannot be identified, it will be the financial responsibility of all the building/complex occupants for the costs incurred to repair said damage during the full lease term.

5. POSSESSION OF APARTMENT: The following requirements must be met by each Tenant before Tenants can take possession of the apartment: (No keys will be issued to ANY Tenant until all requirements are met by each and every Tenant of the apartment they signed for):

- a. All Security Deposits must be paid in full.
- b. All Tenants must have a Financial Guarantee on file.
- c. All Tenants must have their rent paid up to date or provide Financial Aid Award letter.
- d. The electricity **must** be turned on in the apartment before Tenants can live in the apartment.

Landlord shall give possession of Premises the date the Term begins. *Landlord* shall not be liable for failure to give *Tenant* possession for any reason including fire or damage to Premises that make it uninhabitable, etc...*Landlord* shall notify *Tenant* as to the date possession is available. The ending date of the term will not change. Rent is due at the beginning of the lease term regardless of whether or not possession is available.

6. SERVICES: *Landlord* will provide the following services

X _____ X _____ X _____

Garbage in access, meaning large items such as furniture will be charged separately

according to labor and dump fees. Stopping or reducing of service(s) will not be reason for tenant to stop paying rent, make a money claim or to claim eviction. *Tenant* must pay all applicable utility services used in the apartment and arrange for them with the public utility company. *Landlord* may stop service of the plumbing, heating, elevator, air cooling or electrical systems because of labor trouble, government order, lack of fuel supply, or other causes not under the control of *Landlord*. *Landlord* may also stop the above services to make necessary repairs. *Landlord* is excused from supplying that service. Service shall resume when *Landlord* is able to supply it.

7. SNOW REMOVAL: Management will provide snow removal services to Tenants as outlined below:

-Management will provide sidewalk shoveling and service any steps and paths leading to Tenant(s) front door on days when snow build up accumulates at a minimum of two inches of snowfall and in accordance with City of Oneonta regulations.

-Management may also provide snow removal of driveways but cannot guarantee a specific time for such services to be performed. If vehicles cannot be moved at the time that Management is present for snow removal, then snow removal of that driveway will be postponed until vehicles are able to moved. Tenant(s) understand that snow removal is performed throughout the day and cannot be guaranteed completion by a specific time.

-Management is NOT responsible for the snow removal around tenant(s) personal vehicle.

8. ALTERATIONS: No alterations of any kind are allowed in the apartment. Tenant must not change the locks, plumbing, ventilating or air conditioning, electric or heating systems.

9. ASSIGNMENT AND SUBLEASE, REPLACEMENT: At any time during the term of this lease an individual *Tenant* may seek a sublet for him or herself; The sublet must sign this

lease, and is subject to the approval of the *Landlord*. *Tenant* may not permit any other person to use the apartment without the *Landlord's* consent.

10. NOTICE: The landlord must provide tenants with notice ranging from 30 days to 90 days if the landlord intends to increase rent by 5% or more or does not intend to renew the tenancy.

11. PARTIES: At no time shall the total number of people in the apartment exceed five (5) in addition to said parties on the lease. Written permission by the Landlord must be obtained for more than five (5) guests in the apartment. Beer kegs are not permitted on the property at any time, including in the apartment. If a keg is found on the property tenants will be fined \$500.00. Parties are not permitted on any porch. Violations to this are cause for eviction. Fraternities and Sororities activities will NOT be permitted at the Premises any time. No fraternity or sorority parties, no pledging or hazing activities of any kind are allowed on the premises. This type of activity will result in eviction. Loud music and excessive noise will not be tolerated after nine (9 PM) in the evening. Swimming pools are prohibited on the property at any time.

12. LIABILITY: *Landlord* is not liable for loss, expense, or damage to any person or property. *Tenant* must pay for damages suffered and money spent by *Landlord* relating to any claim arising from any act or neglect of *Tenant*, including attorney fees. *Tenant* is responsible for all acts of *Tenant's* family, employees, guests or invites. *Tenant* is responsible for insuring *Tenant's* belongings.

13. SMOKE ALARMS: Smoke alarms that are disabled will be subjected to a fine of \$50.00 (fifty dollars) per person each time the alarm is found disabled; fines will be billed immediately.

14. LIGHT BULBS: Tenant is responsible for purchase and changing of light bulbs.
X _____ X _____ X _____

15. FIRE, ACCIDENT, DEFECTS, and DAMAGE: *Tenant* must give *Landlord* prompt notification of fire, accident, damage or dangerous or defective condition. *Landlord* shall have the right to decide which part of the apartment is usable. *Landlord* is not required to repair or replace any equipment, fixtures, furnishings or decoration unless originally installed by *Landlord*. *Landlord* is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under *Landlord's* control. If fire or other casualty is caused by an act or neglect of *Tenant* or guest of *Tenant*, then all repairs will be made at *Tenant's* expense and *Tenant* must pay

the full rent with no adjustment. *Landlord* has the right to demolish or rebuild the building if there is substantial damage by fire or other casualty. *Landlord* may cancel this lease within thirty (30) days after the fire or casualty by giving *Tenant* notice of *Landlord's* intention to demolish or rebuild. The lease will end thirty (30) days after *Landlord's* cancellation notice to *Tenant*. *Tenant* must deliver apartment to *Landlord* on or before the cancellation date in the notice and pay all rent due as of that date. If the lease is canceled, *Landlord* is not required to repair the apartment or building.

16. TENANT'S DUTY TO OBEY RULES AND REGULATIONS: Tenant will comply with any reasonable rules adopted by the management, with notice, for the safety, care, and cleanliness of the apartment, as well as the quiet, safety, comfort and convenience of the tenants. All rules and policies are subject to change. the failure of management on one or more previous occasions to take any action against a resident for violation of, or to insist upon the strict performance of, any of the terms of this Rental Agreement shall not prevent a subsequent act of *Tenant* of a similar nature from being in violation of this agreement.

17. REPAIRS: Landlord will make repairs to the Premises free of charge that occur, that not caused by the negligent or intentional actions of the Tenant or guests. Tenant will pay for repairs to any walls, ceilings, doors, and plumbing fixtures etc. that are damaged by the tenant during the term of the Lease. If Tenant does not comply to pay for the damages immediately on their own; the cost of the damages and time it takes to fix them will be taken out of the Security Deposit at the end of their lease term.

18. PLUMBING: Tenant will be responsible for any plumbing bills due to Tenant's negligence. These include but are not limited to: freezing pipes due to the lack of fuel oil or natural gas and clogged pipes due to the introduction of foreign objects, i.e., toothpaste tubes, tampons, etc... Proper disposal of cooking grease is required. Cooking grease should not be put down apartment drains.

19. STORED ITEMS: Tenant is solely responsible for any items lost or stolen from the premises during the Lease period. The basement or attic is not to be used for storage and the Landlord will remove and discard without notice any items placed in the basement or the attic by the Tenant. Tenant will be charged to remove these items. The Tenant must keep all hallways and exits free from obstruction in compliance with City of Oneonta safety ordinances.

20. CARPET DAMAGE: Damage to the carpet beyond normal wear and tear (i.e. Cigarette burns, paint and /gum) must be replaced at the expense of the tenant. Landlord has sole discretion of reasonable normal wear and tear.

21. CONDEMNATION: If all of the apartment or building is taken or condemned by a legal authority, the term, and *Tenant's* rights shall end as of the date the authority takes title to the apartment or building. If any part of the apartment or building is taken, the *Landlord* may cancel the lease on notice to tenant. The notice shall set a cancellation date not less than thirty (30) days from the date of the notice. If the lease is canceled, *Tenant* must deliver the apartment to *Landlord* on the cancellation date together with all the rent due to that date. The entire award for any taking belongs to *Landlord*. *Tenant* gives *Landlord* any interest *Tenant* may have to any part of the award. *Tenant* shall have no claim for the value of the remaining part of the term.

22. LANDLORD MAY ENTER: *Landlord* may, at reasonable times, enter the apartment to

examine, make repairs or alterations, and to show possible buyers, lenders, or *Tenants*. *Tenants* will be given twenty-four hour notice when at all possible by Landlord. Management reserves the right to enter an apartment without notice to make inspections for maintenance, safety, security, and management of the complex. X X X

23. SUBORDINATION: This lease and *Tenant's* rights are subject and subordinate to all present/future: (a) leases for the building or the land on which it stands, (b) mortgages on the lease, the building or the land, agreements security money paid or to be paid by a lender, and (c) conditions, renewals, changes of any kind and extensions of the mortgages or leases or subject and subordinate. *Tenant* authorizes landlord to sign these certificates for tenant.

24. WAIVER OF JURY, COUNTERCLAIM, SET OFF: *Tenant* and *Landlord* waive trial by a jury in any matter which comes up between the parties under or because of this lease (except for personal injury or property damage claim). In a proceeding to get possession of the apartment, *Tenant* shall not have the right to make a counterclaim or set off.

25. NO WAIVER, ILLEGALITY: The Landlord's acceptance of rent or failure to enforce any term in this lease is not a waiver of any of *Landlord's* rights. If a term in this lease is illegal, the rest of this lease remains in full force.

26. LANDLORD UNABLE TO PERFORM: If due to labor trouble, government order, lack of supply, *Tenant's* act or neglect, or other causes, *Landlord* is delayed or unable to (A) carry out any of the *Landlord's* promises or agreement, (B) supply any service to be supplied, (C) make any required repair or change in the apartment or building, or (D) supply any equipment or appliances, this lease shall not be ended or *Tenant's* obligations waived.

27. END OF TERM: Any items or personal belongings left on the premises after the termination date of the lease will be considered abandoned property and will be disposed of 15 days after lease termination. *Tenant* will be held financially responsible for the removal of such items from the apartment and will be charged for how much time it takes maintenance to remove items from the property and the cost of the items at the dump.

28. CONDITION "AS IS": If a particular *Tenant(s)* will be staying in an apartment (whether it be a 2, 3, 4 or 5 bedroom apartment) and has new tenants to replace the old tenants, the incoming tenants understand that they will be taking the apartment "as is" if a previous tenant will be staying in the apartment. New lessees understand that the Landlord and United Student Rentals will go in to make repairs on damages made from previous tenants, but we will **NOT** be entering the apartment at anytime to clean the state of the apartment left by the previous tenants. **We will only clean the apartment if all tenant(s) have vacated the property and will not be returning for another lease term.**

29. LANDLORD'S CONSENT: If *Tenant* requires *Landlord's* consent to any act and such consent is not given, *Tenant* agrees not to make a money claim against *Landlord* or subtract any sum from the rent because consent was not given.

30. LANDLORD: *Landlord* means the owner, or the lessee of the building or a lender in possession. Any acts *Landlord* may do may be performed by *Landlord's* agents or employees.

31. HEAT: The temperature of the apartment must be maintained at a minimum temperature of fifty (50) degrees or the *Tenant* will be held liable for any resulting damages such as ruptured pipes, etc. Where *Landlord* provides the heat, windows and doors must remain closed during cold weather months and any air conditioners must be removed from windows by October 1.

32. OUTSIDE AREAS: Barbeque grills are to be used no closer than twenty (20) feet from any building. Barbequing on balconies or porches is against all local fire codes and is prohibited. No one is permitted on any building roof.

33. PETS: Pets are not allowed under any circumstances. This includes, but is not limited to dogs, cats, snakes and ferrets. Any Tenant found with a pet must remove the pet upon the request of management or face possible eviction procedures. Any damage resulting from the animal will be billed separately.

X _____ X _____ X _____

34. CHANGES: This lease may be changed only by an agreement in writing signed by and delivered to each party.

35. DRUM SETS: Drum Sets are not allowed on the property at any time.

36. WINDOW TREATMENTS: No tapestries are allowed in windows, only blinds and curtains are acceptable. No blinds will be provided by our company or landlord for this property. It is the tenant's responsibility to purchase their own blinds.

37. LOCKS: At no time shall tenant change the lock on door or add any additional locks. Landlord must have access at all times in case of emergency. There is a fee of \$10.00 per key that has to be replaced. Lock out fee will be charge in the amount \$75.00 (seventy-five) if Management has to let you into your apartment after regular business hours. This fee will be billed immediately. Each Tenant will be issued keys to their apartment on move in day. Tenants are responsible for these keys and must return keys to our office at the end of the Lease Term. If the Tenant fails to return keys there will be a lock replacement charge of \$75.00 for each lock that will automatically be deducted from the Security Deposit without further notice. There will be a \$25.00 fee for lost keys.

38. RETURNED CHECKS: All returned checks are subject to a service charge of 50.00 Plus any bank fee accrued by the owner of the property. Late fees will also be applied.

39. MUNICIPAL FINES: Tenant shall be liable for all municipal fines imposed on the Landlord caused by the Tenant's or their guest's acts or omissions. If the Tenant fails to reimburse the Landlord for said fine, the Landlord may deduct the amount of the fine from the Security Deposit.

40. LIMITED LIABILITY: Tenant agrees that, notwithstanding any other provision of this lease, Landlord shall not be under any personal liability under this lease and, if Landlord defaults hereunder, Tenant shall look solely to the interest of Landlord or its successor in the demised premises for the satisfaction of any judgment or other judicial process requiring the payment of money by Landlord based upon any default hereunder, and no other assets of Landlord or any such successor shall be subject to levy, execution or other enforcement procedure for the satisfaction of any such judgment or process.

41. TOTAL RENT DUE: All Tenants that sign this Lease are jointly and severally responsible for the total rent owed. The total rent owed will remain the same if less than the required number of people occupies the Premises that have signed the Lease. The amount owed per person will increase accordingly if less people occupy the Premises, than is required to fill the apartment. Landlord may use the Security Deposit of any or all Tenants that have signed this lease for unpaid or late rents.

42. Tenant must provide a home address at lease signing. Tenant understands that by providing this address they give the landlord and landlord's agent permission to mail rent notices, late notices, collection notices, and/or any other necessary documents to the address they have provided. Tenant understands that by providing a home phone number as an emergency contact that the landlord and landlord's agent reserve the right to use this contact concerning unpaid rent and other emergency's if several attempts are made to contact tenant and tenant does not respond.

43. The leased premises (choose one of the following) is / is not serviced by a maintained and operative sprinkler system that was last maintained on _____ and was last inspected on _____

44. REPRESENTATIONS: Tenant has read this lease. All promises made by Landlord are in this lease. There are no others.

X

X

X