

LEASE AGREEMENT

All Tenants are jointly and severally liable.

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

Landlord: Wilber & Clark Enterprises, Inc. *Tenant(s):* _____
Address: P.O. Box 846 _____
Oneonta, NY 13820 _____
Phone: (607) 432-1431 _____

Premises: _____ at _____
Apartment # Street name, Oneonta, NY 13820

Term: _____ *Date:* _____
Beginning: _____
Ending: _____

Monthly Rent:* \$ _____
Security and pre-paid garbage
removal, and pre-paid laundry
fee where applicable: \$ _____
Pet 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

Tenant

Tenant

_____*Tenant(s)* are on financial aid. First semester [Jun-Nov] rent is due by October 1. Second semester [Dec-May] rent is due by February 1. If the semester rent is not paid in full by the afore mentioned date, late fees will be applied monthly.

- Security CAN NOT be used as last month of rent.

Tenant

_____*Tenant(s)* will be making rent payments. Rent is due on the first of each month. If rent is unpaid by the 10th of the month a \$25 late fee will apply. Unpaid rent on the 30th of the month will be charged a \$50 late fee.

- Security CAN NOT be used as last month of rent

Tenant

1. USE: The apartment must be used only as a private apartment to live in and for no other reason. Only a party signing this lease may use the apartment.

2. RENT; ADDED RENT: The semester rent must be paid in full prior to the occupation of the premises by the *Tenant(s)*. The semester rent is six times the monthly rent. Fall semester rent is due June 1 for the following fall semester; spring semester rent is due January 1 for the following spring semester. The *Landlord* may, at his or her discretion, allow the *Tenant(s)* to pay rent on a monthly basis as a convenience to the *Tenant(s)*. The *Landlord* may withdraw his or her permission for monthly payments without cause. His or her acceptance of monthly payments does not constitute a waiver of his or her right to collect the entire semester rent. Payment of rent in installments is for the convenience of the *Tenant(s)* only. The *Tenant(s)* agree that they may not rely on the *Landlord's* acceptance of monthly rent. The *Landlord* may cause the *Tenant(s)* to pay the entire semester rent, or any portion thereof, upon three (3) days notice at any time during the lease term.

If the *Landlord* accepts monthly rent, the rent payment for each month must be paid on the first day of that month at the *Landlord's* address.

3. SECURITY: The security deposit is to be paid when the *Tenant(s)* sign this lease. If the *Tenant(s)* fully comply with all the terms of the lease, the *Landlord* will return the security after the term ends, **subtracting the pre-paid garbage collection fee and pre-paid laundry fee where applicable. The \$200 security down payment paid at time of signing will be non-refundable if the *Tenant(s)* void lease.**

If the *Tenant(s)* do not fully comply with the terms of this lease, the *Landlord* may use the security to pay amounts owed by the *Tenant(s)*, including damages. Damage to the apartment, fixtures, equipment, or appliances supplied by the *Landlord* caused by any act or neglect of the *Tenant(s)* may be repaired by the *Landlord* at the *Tenant's* expense. The *Tenant(s)*, together with his or her apartment-mates, are completely responsible for the apartment and will be equally charged for all cleaning and repair costs beyond normal wear and tear to the apartment, furniture, equipment and appliances, unless one or more resident(s) claim responsibility for the damages. In the event that a specific responsible individual cannot be ascertained, all costs for repair will be equally divided amongst all residents of that apartment. The *Tenant(s)* agree to pay the costs on demand by the management. Charges will be based on rates established by the management. Liability for damage and cleaning will not be limited to the amount of the security deposit. All repairs are to be completed by management staff and/or its agents. All *Tenants* are responsible for damages caused by their guests. **During the lease term, the *Tenant(s)* are responsible for all damage done to the apartment.**

If the *Landlord* sells or leases the building, he or she may give the security to the buyer or lessee. The *Tenant(s)* will look only to the buyer or the lessee for the return of the security. The *Tenant(s)* understand the security deposit, less the garbage collection fee and laundry fee, will be returned at the end of the lease term, if the terms of this lease have been fulfilled and the apartment has been left clean and in good condition, and no damage has been done to the apartment, appliances, etc.

The *Tenant(s)* also understand that in the event that damage occurs to common areas 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.

4. SERVICES: The *Landlord* will provide the following services: _____

Garbage removal will be charged at \$15.00 per month per bedroom. Laundry service for houses or apartments containing non-coin-operated laundry facilities will be charged at \$10.00 per month per person. Stopping or reducing of service(s) will not be reason for the *Tenant(s)* to stop paying rent, to make a money claim, or to claim eviction. The *Tenant(s)* must pay all applicable utility services used in the apartment and arrange for them with the public utility company. The *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 the *Landlord*. The *Landlord* may also stop the above services to make necessary repairs. The *Landlord* is excused from supplying that service. Service shall resume when the *Landlord* is able to supply it.

5. ALTERATIONS: THE LANDLORD IS NOT REQUIRED TO DO OR PAY FOR ANY WORK UNSTATED IN THIS LEASE. The *Tenant(s)* must obtain the *Landlord's* written consent to install any paneling, flooring, "built-in" decorations, partitions, railing, or make alterations or to paint or wallpaper the apartment. The *Tenant(s)* must not change the locks, plumbing, ventilating, air conditioning, electric or heating systems. If written consent for alterations is given, the same shall remain with and as part of the apartment at the end of the term. The *Landlord* has the right to demand that the *Tenant(s)* remove the approved alterations or installations before the end of the term.

6. FAILURE TO GIVE POSSESSION: The twelve (12) month payments are for the convenience of the *Tenant(s)*. Possession is June 1st, however the *Landlord* needs to have access to the apartment for a short period during the first three months of the twelve (12) month lease to clean and do yearly maintenance as needed: painting, cleaning of kitchens, carpets and any damage created by the previous occupants. This work needed will be at the conveniences of the *Tenant(s)* when possible. The *Landlord* shall not be liable for failure to give the *Tenant(s)* possession of the apartment on the beginning date of the term. The *Landlord* shall notify the *Tenant(s)* 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.

7. ASSIGNMENT AND SUBLEASE, REPLACEMENT: Any student who finds themselves no longer a college student for reasons including, but not limited to, expulsion, suspension, or academic dismissal shall be financially responsible for the full term of the lease unless a suitable replacement *Tenant* can be found by the lessee. No *Tenant* shall be released from their obligations outlined in this lease unless the apartment is fully occupied. At any time during the term of this lease an individual the *Tenant(s)* may seek a replacement for him or herself. Said replacement must sign this lease, and is subject to the approval of the *Landlord*. In the case of any *Tenant(s)* seeking a replacement, one replacement must be found for each individual seeking to vacate the apartment. If a suitable replacement is not found, the *Tenant(s)* remain fully responsible for the entire term of this lease. The *Landlord* reserves the right to add a suitable replacement *Tenant* to the lease if the current *Tenant(s)* cannot find or provide one of their own. Management reserves the right to hold the *Tenant(s)* financially responsible for the cost of rent and deposits of any unregistered or unsigned *Tenant(s)*. The

Tenant(s) may not assign this lease or sublet all or part of the apartment or permit any other person to use the apartment without the *Landlord's* consent. If the *Tenant(s)* do assign, the *Landlord* has a right to cancel the lease as stated in the "Default" section.

8. DEFAULT OF THE *TENANT(S)* AND THE *LANDLORD'S* REMEDIES, EVICTIONS:

The following remedies are additional remedies given to the *Landlord* and do not modify or change the remedies the law currently gives the *Landlord* in the event of a default. The *Landlord* may give twenty-four (24) hours written notice to the *Tenant(s)* to correct any of the following:

1. Failure to pay rent or added rent on time; 2. Improper assignment of the lease, improper subletting all or part of the apartment; 3. Improper conduct by the *Tenant(s)* or other occupants of the apartment; 4. Failure to fully perform other term(s) in the lease. If the *Tenant(s)* fail to correct the defaults listed above within twenty-four (24) hours, the *Landlord* may cancel the lease by giving the *Tenant(s)* a written three (3) day notice stating the date the term will end. On that date, the term and the rights of the *Tenant(s)* in this lease automatically end and the *Tenant(s)* must leave the apartment and give the *Landlord* the keys to same. The *Tenant(s)* continue to be responsible for rent, expenses, damages, and losses. Such persons will remain financially responsible for the complete term of the lease unless the lessee can find a suitable replacement *Tenant*. Failure to vacate the apartment upon management's request will result in the use of attorneys for such action at the total cost of the *Tenant(s)*. The *Tenant(s)* assume responsibility for all reasonable attorney's fees and collection fees.

If the lease is ended or the *Landlord* takes back the apartment, rent and added rent for the unexpired term become due and payable. The *Landlord* may re-rent for a lower rent and give allowances to the new *Tenant(s)*. Any rent received from the re-renting shall be applied to the reduction of money *Tenant(s)* owes.

9. PARTIES: At no time shall the total number of people in the apartment exceed twenty (20). Beer kegs and beer balls are not permitted on the property at any time, including in the apartment. **No fraternity or sorority parties, no pledging, and no hazing activities of any kind are allowed on the premises.**

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

11. FIRE, ACCIDENT, DEFECTS, DAMAGE: The *Tenant(s)* must give the *Landlord* prompt notice of fire, accident, damage or dangerous or defective condition. The *Landlord* shall have the right to decide which part of the apartment is usable. The *Landlord* is not required to repair or replace any equipment, fixtures, furnishings or decoration unless originally installed by the *Landlord*. The *Landlord* is not responsible for the personal belongings of the *Tenant(s)*; the *Landlord's* insurance will not cover tenants belongings. The *Tenant(s)* need to have renter's insurance. The *Landlord* is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under the *Landlord's* control. If fire or other casualty is caused by an act or neglect of the *Tenant(s)* or guests of the *Tenant(s)*,

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

12. DUTY OF THE *TENANT(S)* TO OBEY RULES AND REGULATIONS: The *Tenant(s)* 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 other *Tenant(s)*. 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 lease shall not prevent a subsequent act of the *Tenant(s)* of a similar nature from being in violation of this agreement.

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

14. LANDLORD MAY ENTER, SIGNS: The *Landlord* may, at reasonable times, enter the apartment to examine, make repairs or alterations, and to show possible buyers, lenders, or tenants. Management reserves the right to inspect an apartment without notice necessary for maintenance, safety, security, and management of the complex.

15. SUBORDINATION: This lease and the rights of the *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. The *Tenant(s)* authorize the *Landlord* to sign these certificates for the *Tenant(s)*.

16. WAIVER OF JURY, COUNTERCLAIM, SET OFF: The *Tenant(s)* and the *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, the *Tenant(s)* shall not have the right to make a counterclaim or set off.

17. 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 the *Landlord's* rights. If a term in this lease is illegal, the rest of this lease remains in full force.

18. LANDLORD UNABLE TO PERFORM: If due to labor trouble, government order, lack of supply, the act or neglect of the *Tenant(s)*, or other causes, the *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 nor the obligations of the *Tenant(s)* be waived.

19. END OF TERM: Any items or personal belongings left on the premises after the termination date of the lease will be considered abandoned and will be disposed of. The *Landlord* shall not be held responsible for any items left in an apartment after the termination of the lease. The *Tenant(s)* will be held financially responsible for the removal of such items from the apartment.

20. CONDITION "AS IS": The *Tenant(s)* has inspected the apartment and building. *Tenant* states they are in order and repair and takes the apartment "as is".

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

22. LEASE BINDING IN: This lease is binding on the *Landlord* and the *Tenant(s)* and those that lawfully succeed to their rights or take their place.

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

24. LATE FEE: Each monthly rent installment is due and payable on the first (1st) day of each month. Any rent not paid by the tenth (10th) day of the month will be subject to a twenty-five dollar (\$25.00) late fee. Any rent not paid by the thirtieth (30th) day of the month will be subject to a fifty dollar (\$50.00) late fee. Late fees will continue to increment at a rate of twenty-five dollars (\$25.00) added each fifteen (15) days. Late fees are assessed at these amounts on a "per person" basis.

25. HEAT: The temperature of the apartment must be maintained at a minimum temperature of fifty (50) degrees or the *Tenant(s)* will be made liable for any resulting damages such as ruptured pipes, etc. Where the *Landlord* provides the heat, windows and doors must remain closed during cold weather.

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

27. PETS: Pets are allowed only with the written consent of the *Landlord*. Consent for the *Tenant(s)* to have a pet is considered by the *Landlord* on a case by case basis. Consent can be withdrawn by *Landlord* at any time during the term of this lease. The *Tenant(s)* must pay a pet deposit of two hundred dollars (\$200.00) per dog and/or one hundred dollars (\$100.00) per cat on or before the date that the pet begins residing in the apartment.

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

29. PARAGRAPH HEADINGS: The paragraph headings are for convenience only.

30. REPRESENTATIONS: The *Tenant(s)* have read this lease. All promises made by

Landlord are in this lease. There are no others.

31. THERMOSTAT: There will be a five hundred dollar (\$500.00) fee per *Tenant* for tampering with the lockbox on the thermostat.

32. RETURNED CHECKS: There will be a service charge of thirty dollars (\$30.00) for all returned checks and *Tenant(s)* will be subject to late fees.

33. PARENTAL GUARANTEE: Each *Tenant* is required to obtain a signed copy of the parental guarantee form. If no parent/guardian is able to sign the parental guarantee, the lease is subject to voidance.

34. SPRINKLER SYSTEM: 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 ___/___/___