

LEASE AGREEMENT

The Landlord and Tenant agree to Lease the Premises described below for the Term and Rent stated herein.

Address of Premises Leased: 23 West St. Downstairs Apartment Oneonta NY 13820

Landlord: ERIC STOLZER P.O. Box 135 Otego NY 13825 ph:607 296-0692

All payments, shall be made payable to, and mailed to, landlord.

Term Begins: 7/1/2021 Term Ends: 5/31/2022

Number of persons permitted to reside in this apartment is: 2

Rent (payable by cash, check or money order)

\$1,300 rent due on or before the first of each month beginning 7/1/2021 and continuing through 5/1/2022

Total Rent (All Tenants Combined)*

\$1,300 Total rent per month

\$14,300 Total rent for Term

Holding Fee

Payable by cash, check or money order

650 Due per person to hold house or apartment

1300 Total amount due to hold house or apartment**

Security Deposit

Holding Fee, if paid in full, shall become Security Deposit upon beginning of term of lease, and no additional deposit will be required.

\$650 Security Deposit required per person as of beginning of term of lease

\$1300 Total Security Deposit required as of beginning of term of lease

Late Rent Payments

Landlord may add a cumulative late fee of up to 5% per month, or as limited by NYS statutes, for payments received more than 5 days after due date.***

*Total rent owed will increase accordingly if individual Tenants pay rent more than 5 days past due date

**If Holding Fee is not paid when due Landlord may cancel this lease at his option.

*** Tenants waiting for student loans or financial aid will not be subject to late rent charges if they pay rent within 1 week of their receipt of funding and have provided landlord with documentation from school of eligibility and status of loan. Except 5/1/21 rent payment which must be received as agreed herein, or is subject to late fees.

Landlord will pay for the following services: (X)Heat (X) Hot Water (X)Electric (X)Gas (X)Wi-F

Premises are leased: (X)**Furnished** ^{*} ()Unfurnished

Rent will be collected by: () College Semesters (X) **Monthly** ()Other

*

Furnished apartments include bed frame and mattress, dresser and/or desk & chair in each bedroom, sofa, tv stand, 3 flat screen tvs, kitchen table & 2 chairs. Furnishings may vary from any images of premises as replacements and/or upgrades occur.

We the undersigned have read and agree to all of the Lease Terms and Conditions.

This Lease may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which, when taken together, shall constitute one and the same instrument. The signature of a party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof. For purposes of executing this Lease, a document signed and transmitted by facsimile machine or email shall be treated as an original for all purposes.

Landlord _____

Lease Date_____

TENANTS - PRINT NAME HERE

TENANTS - SIGNATURE

DATE

TERMS AND CONDITIONS

1. **Use** Only the persons signing this Lease may live at the Premises. All tenants must sign lease prior to occupancy. Additional rent will be owed if additional persons are allowed to occupy the Premises. Tenant will keep the Premises clean and in reasonably good repair. Tenant is responsible for the cost of repairs to the premises when the need to repair or clean has resulted from the action or negligence of the Tenants or guests of the Tenants. Tenant is not permitted to occupy past the ending term of the Lease. Tenant will pay additional rent of \$100 per day for each day the Tenant occupies the premises, or their belongings are left in the apartment, beyond the term of their lease.
2. **Landlord's Right to Enter** Landlord or his agent may at reasonable times enter the Premises to examine, make repairs, and to show it to prospective tenants. Tenant must maintain telephone service and provide Landlord with their phone number. Tenant grants landlord permission to take and use photographs of the premises during term of the lease for promotional purposes.
3. **Notices** Any notices to Landlord must be in writing and sent by registered mail.
4. **Representations** All promises made by Landlord are in this Lease. There are no others. Lease may only be changed by agreement in writing signed by all parties.
5. **Recycling** Tenant must follow all Recycling Laws passed by the City of Oneonta and Otsego County.
6. **Care & Cleaning** Tenant must keep the premises in clean and dry condition. Tenant must report any leaks or moisture issues to landlord immediately. Tenant will maintain cleanliness and orderliness of premises to the degree that it does not impede Landlord's ability to rent to future tenants. If tenant's failure to maintain the premises impedes the landlord's ability to rent to future tenants, tenant grants landlord permission to enter the premises, as necessary, to clean the premises and tenant agrees to pay the cost of cleaning. Tenant must return the Premises in clean condition at the end of the term of this lease. The tenant agrees that if, at the end of the term of the lease, they do not leave premises, including but not limited to, bathroom, kitchen, floors, walls, refrigerator, and oven, in good repair and as found at the beginning of the term of this lease, that the landlord may withhold the cost of repairs and cleaning from the security deposits. Tenant will not apply tape, paint, pushpins, nails, screws, staples or adhesives or anything of any kind that will damage the paint, walls or woodwork. Pads or coasters will be used by tenant under all furniture to protect floors. Smoking, open flames, or burning of any materials whatsoever, on or around premises at any time is not permitted. This includes candles, incense, tobacco, marijuana, and electronic nicotine devices. Violation of any part of this paragraph will result in loss of entire security deposit, and is further subject to Landlord's remedies as described in paragraph 10, below.
7. **Possession** Landlord will give Tenant possession of Premises the date the Term begins. Tenant will be given one entrance key and one bedroom key on the date the term begins. In the event a key is lost, Landlord will have affected locks replaced and charge Tenant all costs related to doing so. Only the Landlord may change existing locks or install additional locks. If any changes or additions are needed regarding locks Tenant will notify Landlord in writing. Landlord shall not be liable for failure to give possession for any reason that make it uninhabitable, including fire or damage to Premises, etc.
8. **Sublets** Tenant may not sublet the premises except with the express written consent of the Landlord. In the event of sublet of Premises by Tenant, Tenant remains responsible to Landlord for all monies due under the terms of this lease, including but not limited to rent, damage, penalties, and fines. Landlord will not clean the apartment when sub-tenants vacate the Premises. Under all circumstances Tenant will remain financially responsible to the Landlord if subtenant does not meet their obligations under this lease. In the event of a sublet or an assignment of the lease the tenant will pay a fee of \$100 for each occurrence.

9. **Liability** Landlord is not liable for any loss, expense, or damage to any person or property at the Premises. Tenant will notify Landlord in writing of any defect or dangerous condition that exists at the Premise by certified mail. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems, or any other cause fully under landlord control.
10. **Tenant's Defaults and Landlord's Remedies** Landlord may give written notice to the Tenant to correct any of the following defaults within 5 days; Failure to pay rent or additional rent on time, Improper conduct by Tenant or other occupant of the Premises, Keeping a pet at the Premises, Violation of any municipal ordinances at the Premises, If Tenant fails to correct any of the defaults listed above, Landlord may cancel this Lease by giving the Tenant a written notice stating the date the term will end. On that date the Term and Tenant's right in this Lease automatically end and the Tenant must leave the Premises and give the Landlord the keys, Tenant continues to be responsible for rent, damages, and losses for the full term of this lease.
11. **Smoke Alarms** Landlord will equip Premises with smoke alarms and carbon monoxide detectors as required by city ordinances. Tenant is responsible for keeping working batteries in the alarms. Tenant must notify Landlord in writing if smoke alarm is missing. Smoke alarms must not be removed or disabled in any way by Tenant. Cost of replacement, re-installation, or enabling of smoke alarms removed or disabled by Tenant will be charged to Tenant at the rate of \$75 for each smoke alarm affected.
12. **Painting** Tenant must get approval of Landlord in writing prior to painting. Tenant with written permission may paint using approved color only, at Tenants expense. No dark or bright colors may be used. Graffiti or writing on walls is prohibited. Violation of any part of this clause may result in loss of entire security deposit.
13. **Pet Policy** No pets of any kind are permitted without landlord's written permission. If Tenant violates this policy for any duration of time, however short, the Landlord will charge additional \$75 rent per day for each pet that is in the house, and the pet must be removed. If Landlord conditionally approves a pet, the "no pet policy" remains in effect and tenant must immediately remove pet at Landlords request, for any reason.
14. **Fire or Damage** Tenant must give Landlord notice in case of fire or other damage to Premises. Landlord will have the right to repair the damage or cancel Lease.
15. **Legal and Collection Fees** Tenant will pay all court costs and legal or collection fees Landlord incurs in the collection of late rents or enforcement of the Lease. Fee for rewriting of lease or creation of documents needed to accommodate tenant will be charged to tenant at a rate of \$75/hr.
16. **Repairs** Landlord will make repairs to the Premises free of charge that occur, that are not caused by the negligent or intentional action of the Tenant or guests. Tenant must notify the Landlord of any defects in the apartment immediately upon the beginning of the term of the lease. Tenant will pay for repairs to the property including but not limited to walls, floors, ceilings, doors, plumbing fixtures, appliances etc. that are damaged as a result of the action or inaction of the Tenant or guest of the Tenant. Tenant will pay for these repairs as they are billed so as not to diminish the value of the security deposit. Tenant is responsible for purchase and replacement of light bulbs and must use bulb of same type and wattage as the one replaced.
17. **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 unreported heat outage and clogged pipes due to the introduction of foreign objects. Tenant must report heat outage, leaks, or moisture issues to Landlord immediately. Cost of repairs of any damage caused as a result of a failure to do so are the responsibility of the Tenant

- 18. Maintenance** Landlord will maintain lawn and provide snow removal as per Oneonta city codes and provide removal of ordinary household trash. Tenants' unwanted furniture must be broken up and must fit inside garbage bin allowing top to close. Disposal of furniture in any other manner is the responsibility of the Tenant. Landlord will charge Tenant for removal of any furniture that is improperly disposed of or left on the Premises, inside or outside, during and after the term of the Lease. Unpaid rent or other charges may be deducted from the Security Deposit of each Tenant. Clean-up of all litter, regardless of who is at fault, including but not limited to paper cups, cans, bottles, broken glass, cigarette butts on the grounds surrounding the premises is the responsibility of the Tenant. This includes but is not limited to lawn, sidewalk, porches, driveway, backyard, and garage. All fines incurred by Landlord for trash or litter will be charged to the Tenant, due immediately upon billing.
- 19. Furniture** Any furniture that may be at the premises at the beginning of the Lease period and is not the Property of the Landlord must be removed by tenant at end of lease. Landlord will not be responsible for the condition, repair or replacement of any furniture or mattress at the Premises in a furnished or unfurnished apartment. Cost of replacement or repair of furniture provided by landlord is the responsibility of the tenant. Furnishing provided by landlord are for indoor use only and may not be used outdoors or removed from the house for any other reason. Exercise equipment is not permitted except with written permission of landlord.
- 20. Exterior Use of Premises** Tenant may not barbecue, or store grills or interior furniture, on porches or decks. If these items are found in these areas they will be deemed abandoned property and will be disposed of by Landlord or his agent without notice to Tenant. Tenant will be charged for the disposal of these items. Tenant will not display any; sign, flag, banner etc. In such a way as to be visible to anyone outside the dwelling without written permission from the landlord. If these items are found in these areas they will be deemed abandoned property and will be disposed of by Landlord or his agent without notice to Tenant. Tenant will be charged for the disposal of these items. Garbage must not be stored on property except in appropriate receptacles. Parking, where applicable, is not included in rent and is a privilege granted to tenant at no charge. Parking area is for Tenant's personal car only and is not transferable to a different vehicle. Use of parking area for any other purpose is a violation of this lease. Cars may not block driveway; unauthorized and improperly parked cars will be towed without notice, at tenants expense. Tenant parks at own risk; Landlord will not be responsible for any damage of any kind, to cars parked on premises regardless of cause. Tenant may not sit, stand, or lay on any roof surface. Tenant immediately forfeits Security Deposit if found to be using the roof surface or misuses parking area for any purpose, and risks cancellation of Lease at Landlord's option. Garage, basement & attic are for use of Landlord only, who will have access at all times.
- 21. Parties** The Premises are not to be used for large parties or gatherings with more than 6 people. No beer kegs are permitted on the Premises. Parties or noisy gatherings are not permitted on the front porch or yard/parking areas. Violation of any part of this clause will result in eviction and/or additional rent of \$300 per person on lease, for each incident, at the option of the landlord.
- 22. Fraternities and Sororities** No fraternity or sorority activity permitted at the premises. This type of activity will result in eviction with Tenant remaining responsible for total rent for full term of lease
- 23. Holding Fees and Deposits** Tenant will give Fees and Deposits to Landlord in the amount stated in this Lease. Failure to pay holding fee in full by due date may result in cancellation of lease at Landlord's sole discretion. If Tenant does not comply with the terms of this Lease, Landlord may use Security Deposit to pay amounts owed by the Tenant, including rent and damages. Damages in excess of the amount of the security deposit will be remitted by Tenant upon request of Landlord. If landlord sells the Premises, Landlord will give Fees or Deposits to the buyer. In the event of sale of Premises Tenant will look only to the buyer for the return of Fees or Deposits. Holding Fee is non-refundable in the event lease is canceled.

- 24. Return of Security Deposit** Landlord will return the Security Deposit less any charges or bills not paid. Security Deposit Refund Checks will be sent by mail after end date of term of lease. Tenant agrees that landlord may use Security Deposit of any or all persons that have signed this lease for late charges, unpaid rent, additional rent, damages, lease violations, cleaning, or any amounts owed to Landlord by any of the tenants.
- 25. Total Rent Due** All Tenants that sign this Lease are jointly and severally responsible for the total rent owed and all other terms of this lease. The total rent owed includes all additional payments as per any addenda to this lease and will remain the same if less than the required number of people sign this Lease or less people occupy the Premises than have signed the Lease. The amount owed per person will increase accordingly if less people sign the Lease or if less people occupy the Premises, than is required to fill the apartment. Tenants financial obligations under this Lease do not end if the Tenant vacates the apartment or leaves the area during the term of the Lease, for any reason whatsoever, including illness, financial difficulties, or leaving school.
- 26. Stored Items** Tenant is solely responsible for items lost or stolen from the Premises during Lease period. The Tenant has rented the apartment only. The basement, attic, outbuildings are not for storage and the Landlord will remove and discard without notice any items placed in the basement, attic, or outbuildings. Tenant will be charged to remove these items. Tenant must keep all hallways and exits unobstructed in compliance with City of Oneonta ordinances.
- 27. Duty of 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 house or 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.
- 28. Municipal Fines** Tenant shall be liable for all municipal fines imposed on Landlord caused by Tenants acts or omissions. Tenant shall pay amount of fine to Landlord immediately upon billing. If the Tenant fails to reimburse the Landlord for said fine the Landlord may deduct the amount of the fine from the Security Deposit, or, at the Landlord's option pursue any and all legal actions available to him to collect the amount of the fine. In the event of legal action, Tenant will pay all court costs, legal fees, and any other expenses incurred by Landlord in the collection of the amount owed by Tenant.
- 29. Utilities** If landlord pays utilities: (A) space heaters, additional refrigerators or air conditioners are not included. Additional rent of \$25/month per unit will be paid by tenant for such items until removed from premises. (B) Windows and exterior doors must remain closed from Oct 1 through May 31. (C) If Washer/Dryer is available it is available as a privilege and is for use by tenants only. If used by any guests, or if abused or misused by anyone, landlord retains the right to terminate all tenants' use of these amenities. (D) A \$500 fee will be charged per tenant if thermostat or thermostat lock-box is tampered with. (E) Lights and TVs will be turned off when not in use or no one is home. (F) No air conditioning units permitted on premises after October 1. (G) If the utility company is granted a rate change, rents will be adjusted to reflect that change. (H) Tenant shall pay or reimburse landlord any and all costs and damages to landlord, including but not limited to penalties, fines, judgements, legal fees, etc resulting from the Tenant's illegal use of internet service. Violation of any part of this clause will result in loss of entire security deposit, and is further subject to Landlord's remedies as described in paragraph 10 above. If tenant pays utilities: A minimum temperature of 55 degrees must be kept from Oct 1 – May 31, and Tenant is responsible for any damage resulting from failure to comply. Regardless of who pays for utilities: Tenant will never turn off thermostat or furnace and Tenant is responsible for any damage resulting from doing so. Violation of any part of this paragraph may result in loss of entire security deposit, and is further subject to Landlord's remedies as described in paragraph 10 above.

30. Guarantee /Other Forms All persons signing this Lease agree that the original hard copy of the Guarantee Form will be completed and signed by a parent or guardian of each Tenant, notarized, and returned to the Landlord within 7 days of the Tenants signing of this Lease, along with the completed Information Form (both provided by landlord). Failure to do so may result in cancellation of this Lease, at the option of the Landlord solely, or the total amount of the Security Deposit required in this Lease will double, and the rent stated herein will increase by \$400 per person per semester for each person on lease.

31. Severability. If any part of this lease is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Tenant hereby acknowledges receipt of a copy of this Lease Agreement and Guarantee Form to be completed by Tenants parent or Guardian. Tenant gives permission to Landlord to send copies of all notices to Tenant's home address and to the parents or guardians of the Tenants

Landlord _____

Lease Date _____

TENANTS - PRINT NAME HERE

TENANTS - SIGNATURE

DATE

