

# LEASE AGREEMENT 2019-20

NAMES

EMAIL ADDRESS

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Joshua Cope, Landlord, hereby leases **174 Burns Rd Apt** \_\_\_\_\_ **Brooktondale, NY 14817** to the above named tenants for a term of \_\_\_\_\_ months minus six days for cleaning/maintenance, commencing at 12 noon on \_\_\_\_\_ and ending on \_\_\_\_\_ at 12 noon. It is understood that there is no off set of monies for the days required for cleaning/maintenance. If tenant(s) does not want the offset time, then they will take occupancy, in as is condition, and require no additional cleaning, painting or maintenance. This off set time is for the new tenant(s) convenience. If no off set time is taken, all tenant(s) on lease must sign a release form. Off set time does not apply to renewal leases.

This lease shall remain in force until the end of the term specified unless sooner terminated by Landlord as set forth in this Lease Agreement.

The premises shall be used by a maximum of \_\_\_\_\_ persons, and no additional persons beyond those so specified shall occupy said premises. The tenants agree to hold the landlord and his Agents harmless in the event the Landlord or Agent is prosecuted by said City, Town, Village, or Hamlet for a violation of maximum occupancy restrictions by reason of the conduct of the tenants.

**Subletting:** Tenants must obtain Landlord's permission in writing in order to sublet the apartment. The tenants named in this lease are responsible for this apartment from the first day of this lease, and remain responsible for all terms of the lease when subletting, including any damages or legal liability for the actions of the subletters. Landlord does not normally re-inspect apartments for damages after subletters move out. For a fee, Landlord may agree to help assess the cost of damages in order to assist tenant in billing subletters. The security deposit is not refunded until the end of the Lease term.

The tenants named on this lease jointly and severally agree to the following lease terms:

## **PAYMENT OF RENT / SECURITY DEPOSIT**

1. Rent for the full term of the lease is \$ \_\_\_\_\_, payable in monthly installments of \$ \_\_\_\_\_, except as noted at (3), (4), and (5). Rent is due on the first day of every month, in advance, except as noted elsewhere in this lease.

Please make rent checks payable to: Joshua Cope and mail them to the following address: **570 Valley Rd Brooktondale, NY 14817**



- F. All keys returned. Tenant is liable for the cost of replacing locks (\$45.00 per lock) if all keys are not returned. A minimum of \$30.00 will be deducted from the security deposit for each key issued and not returned at the end of the lease.
- G. All furniture returned to same location as at start of lease.

If any of the above conditions are not complied with, the applicable fine or cost of labor and materials will be charged. The security deposit is returned by check mailed to forwarding addresses as provided by tenant(s). This is done within thirty (30) days after the tenant vacates the premises and delivers the keys to the landlord at the end of the term of the lease.

The checks are addressed separately to all persons who signed the lease, regardless of whose money was deposited, unless all tenants sign written directions otherwise. Landlord agrees that, subject to the conditions listed above, the security deposit will be returned in full, with interest if applicable. Landlord is entitled to a fee of up to 1% of security deposit amount for administration of security deposit account. The deposit will be held in an interest bearing account in a local bank or credit union and shall bear interest at a rate prevailing in Tompkins County. If interest on security deposit is less than or equal to 1% of security deposit then no interest will be paid. If Interest applies it will only be paid on the portion of the security deposit that is not used to cover charges owed by the tenant under the terms of this lease.

4. The second advance payment made by tenants is for last month's rent, for the month of \_\_\_\_\_, 2020. This payment is due within \_\_\_\_\_ days after signing lease, by \_\_\_\_\_, in the amount of \$ \_\_\_\_\_. **This advance payment can be applied ONLY to the last month's rent of this lease.**

5. The third payment of \$ \_\_\_\_\_ is for the first month's rent. It is due and payable on or before the first day of this lease.

6. The apartment will be provided in no less than "broom clean" condition by the Landlord at the beginning of this lease; and at any rate, the Apartment is rented in present condition, "AS IS". Tenant understands that Landlord does not automatically repaint walls or replace carpeting every time an apartment changes possession. Tenant agrees he/she has inspected the apartment/house and finds it satisfactory; **upon first moving in, a tenant "move in report" form will be provided to Tenant in order to note to the landlord any conditions which may need attention. The first tenant entering the apartment is expected to use this form to report any unsatisfactory conditions pursuant to the terms of this lease, and return it to the property manager within 5 days after arrival.** Failure to note such conditions may result in security deposit forfeiture.

UTILITIES / TRASH TAGS / OTHER ADDED FEES / TERMINATION

7. Responsibility for paying ALL utilities

	To be paid by:	
	Landlord	Tenant
Cooking electric	_____	_____
All Electric	_____	_____
Heat	_____	_____
Hot water	_____	_____
Water / Sewer	_____	_____
Internet service	_____	_____

Cable television and telephone are to be arranged for and paid by tenant directly with the providers of these services.

If tenant pays for utilities to NYSEG (New York State Electric & Gas Corp.) it is tenant's responsibility to arrange for service to be put in tenant's own name and turned on before lease begins. (1-800-572-1111) Failure to place bill in tenants name could result in sudden termination of service without notice.

If tenant is reimbursing Landlord for any utility bill, the procedure is as follows:

- a) Landlord will mail or email a copy of each utility bill.
- b) Tenant will reimburse to Landlord the net amount as stated in Lease, and will be owed as "Added Rent", provided for by paragraph "18" herein.
- c) In addition to any other penalties provided in this lease, an additional penalty may be charged for any utility not received on the 1<sup>st</sup> day of the month following notice to Tenant(s) of said charge.

8. If tenant controls the heating thermostat, tenant is required to maintain adequate heat in winter to prevent pipes from freezing, and to maintain a thermostat setting of at least 55 degrees to prevent damage during vacation periods. Any problem with heat must be reported immediately to the Landlord.

Unvented heaters, kerosene heaters, and some other types of space heaters are prohibited in this building. Candles, kerosene lamps and torches of any kind are also banned, due to the fire hazard and the soiling of surfaces by soot. Additionally tenants may not use any lighting fixtures that exceed 120 watts. This includes many halogen "torch" lamps that range from 300 to 500 watts and are a fire hazard due to extremely high operating temperatures.

If Landlord pays for heat, tenant must follow these rules:

- Keep windows, doors and storm windows (the outer windows) closed **at all times** during the heating season.
- If your apartment has a thermostat, it should be set no higher than 70 degrees F. Higher thermostat settings will be allowed only with written permission of the landlord.

Violations of any of the above rules will result in a \$40.00 charge for each violation, plus the estimated cost of excessive fuel consumption.

9. Landlord will ensure that all lights have working bulbs and/or tubes at start of lease. Tenant is responsible for replacing bulbs and tubes during the term of the lease (Landlord is available to help with difficult fixtures.) Any low wattage bulbs provided by landlord at the start of lease should be replaced (if they burn out during the course of the lease) by tenant with bulbs of equal quality.

10. Tenant agrees to maintain the apartment/house in a neat and clean condition during the term of the lease. This includes removal of trash and recyclables, and keeping floors free of clutter and odors. If this covenant is breached, Landlord may give tenant a three-day notice to completely clean the apartment. If tenant fails to do so, Landlord may enter premises, clean same and charge tenant for cleaning (minimum cleaning fee of \$40.00).

11. DUMPSTER SERVICE IS PROVIDED, FOR HOUSEHOLD TRASH ONLY. Tenants agree to remove all recyclables from their trash before moving it to the dumpster. Recyclables include all paper, all cardboard, plastic and glass bottles, milk cartons, etc. Please note it is illegal to place recyclable materials in the dumpster—they must be put in the provided bin prior to recycling day. Any large bin with a large "R" on it is an acceptable recycling container and may be placed in the larger recycling container.

Tenants agree to abide by local regulations for recycling refuse and waste materials. Tenants shall be responsible for paying any fines arising from failure to recycle glass, cans, paper, and other materials as required by law, or for leaving trash or recyclables out on the wrong day.

If Tenant fails to promptly dispose of any trash or recyclables, Landlord may decide to clean up tenant's trash, in order to preserve the health and aesthetic quality of the property. If Landlord cleans up Tenant's trash or recyclables, tenant agrees to pay Landlord a minimum fee of \$40.00 **PLUS** the cost for cleaning up and disposing of trash or recyclables. Recycling Day is Thursday, recyclables should be put in the provided bin the night before for pickup in the morning.

12. Pets of any kind are not permitted in the apartment or building at any time without the written permission of the landlord. Animals found in the apartment in violation of this rule must be removed by the tenant. A minimum charge of \$300.00 will be charged for any violation of this covenant. An additional \$300.00 will be charged each month that the violation remains.

13. Tenants agree to keep hallways, sidewalks and grounds neat in the vicinity of their apartment, and like other good citizens and good neighbors, to pick up litter even if it is not theirs. Cigarette butts are litter and may not be left on the ground. Tenants shall not go out upon roofs of the building. Any furniture outdoors must be designed for outdoor use and approved by the Landlord. Sofas are not permitted on porches.

14. **The Landlord may terminate this lease agreement for tenant's violation of lease terms.** For example:

- Tenant's non-payment of rent or utility charges
- Habitual late payment of rent or utility charges
- Illegal behavior or failure to properly maintain premises

Tenants would be given at least three days notice in writing to quit and vacate the premises. If tenants fail to move out within 3 days, Landlord could initiate an eviction process which would involve a court hearing. That the violation of any of the conditions of this agreement shall be sufficient cause for eviction from said premises or other legal action, tenants agree to pay all costs of such action, including such reasonable attorney's fees as may be fixed by the court, and will be owed as "Added Rent", provided for by paragraph "18" herein.

15. Tenants will pay for all damages to premises, appliances and furnishings caused by himself, his guests or others not under the Landlord's control. This includes any damages caused by visitors to the property.

16. If tenant locks herself/himself out of apartment, there is a \$30.00 fee for Landlord or his manager to open the dwelling after office hours, payable at the time of opening. Tenant may borrow a key from landlord with no charge during office hours, Monday - Friday, 9:00 AM - 4:30 PM.

17. Tenant MAY NOT change locks on doors or install additional locks. If tenant requests a change of locks, Landlord will arrange for same, with the cost thereof to be paid by tenant. Fees to replace lost keys during the term of the lease will incur a \$12.50 charge per key, and may subject tenant(s) to additional fees at the conclusion of the lease pursuant to the "Security Deposit" provisions in paragraph "3" herein.

18. "Added Rent": Charges for late payment of rent, utilities, furniture rental, solid waste fees, damages, bad check charges, legal fees (as defined in paragraph "19" below), utility reimbursements due to landlord, garbage, recycling fines or fees, repairs, and /or any other additional fees incurred by tenant(s) pursuant to any provision of this lease, due to tenant negligence, misconduct, or otherwise, shall be deemed to be additional rent to be paid by Tenant(s) to Property Manager and / or Landlord on the 1<sup>st</sup> day of the month following notice to Tenant(s) of such additional assessments or expenditures.

19. "Attorney's Costs": Property Manager, and / or Landlord, may recover from Tenant on terminating this Lease and /or Tenant's remaining tenancy for Tenant's breach, all damages proximately resulting from the breach, including the cost of recovering the premises, back rental payments, and the worth of the balance of this Lease of the premises for the remainder of the Lease term, or other amount as determined by the Court. Any court action brought by Landlord against tenant(s) to enforce the provisions herein, attorney's fees and costs may be awarded Landlord, subject to the provisions of NY RPL § 234. The tenant acknowledges that Property Manager and / or Landlord may deduct from Tenant's security deposit a sum equal to any damages or expenses described above upon providing to the Tenant an accurate accounting of such damages or expenses actually incurred from Property Manager and / or the Landlord.

**Other Rights, Obligations, and Disclaimers**

20. **Furniture provided by Landlord:** APARTMENT IS UNFURNISHED

**Additional Furniture Provided:**

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21. Prior approval must be obtained from Landlord for painting walls or furniture or for making permanent improvements (such as built-in bookcases, loft beds, etc.). A list of approved paint colors is available from Landlord upon request of tenant(s). Tenant is liable for damages to walls and surfaces marred by plant hangers, nails, tacks, pins or tape other than small nail holes.

22. Window blinds or shades are generally provided in working order for bedrooms and bathrooms, but are not maintained during the term of the lease. Additional blinds and shades left behind by previous tenants are not the responsibility of Landlord.

23. The landlord agrees to maintain the basic mechanical systems of the building--electrical, plumbing and heating. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, etc. will either be in working order or will be repaired after tenant has notified landlord.

24. Landlord shall not be liable for any loss or damage to tenants property by fire, theft, water or rain or other causes unless due to Landlord's negligence. Landlord does not provide any insurance coverage on tenant's personal property. It is suggested that tenant purchase a Tenant's Home Insurance Policy.

25. Tenant must give Landlord immediate notice in case of fire or other damage to the premises. Landlord will have the right to repair the damage within a reasonable time or cancel this Lease. If Landlord repairs, Tenant shall pay rent only to the date of the fire or damage and shall start to pay rent again when the premises becomes usable. Landlord may cancel the lease by giving Tenant 3 days written notice. The Term shall be over at the end of the third day and all rent shall be paid to the date of the damage. If any such damage by fire or other casualty is the result of the willful conduct or negligence or failure to act of Tenant, its agents, contractors, employees or invitees, there will be no abatement of Rent as otherwise provided for in this article.

26. In the unlikely event that Landlord is unable to deliver the apartment/house for occupancy at the beginning of the lease term for any reason, he shall not be held liable for providing alternate housing, and rent shall not be owed until the apartment is available for occupancy.

### **TENANT OBLIGATIONS, DUTIES, AND RIGHTS**

27. To the extent not prohibited by any other law, any tenant(s) who intentionally, negligently, or by any means causes the house / apartment, or any adjacent parcels, to be infested or otherwise affected by any bugs, roaches, bedbugs, insects, vermin, rodents or other pest will be subject to all actual and reasonable costs and damages incurred by Property Manager and/or Landlord in correcting said infestation.

28. Tenants should periodically check all smoke detectors to ensure that they are functioning. Non-working or unusual alarms from detectors should be reported to the Landlord immediately. Failure to report a bad smoke detector or intentionally disabling the smoke detector is subject to a \$50.00 charge per occurrence. Additional violations of this clause will incur a charge of \$100.00, and will be owed as "Added Rent", provided for by paragraph "18" herein.

29. No smoking is allowed inside the building or in any apartments. All apartments have decks and smoking is allowed on the decks. Cigarette butts must be disposed of properly and not left on the ground. Each incidence of smoking in the building carries a \$100.00 fine in addition to cost of any remediation work needed to get rid of the smell or other related damages.

30. The landlord respects the tenants' right to privacy and protection. Whenever possible, advance notice will be given before entering these premises for the purposes of maintenance, repair, and showing it to a prospective tenant or buyer. This notice may be provided via email or phone, at Landlord's discretion, unless tenant has requested in writing to be notified in one of those ways. To facilitate this, all tenants must notify Landlord of any changes in their email address and telephone numbers. In urgent situations (visible fire or smoke, sound of alarm, obvious odor of gas, plumbing or electrical problems, windows left open during the heating season, etc.,) the apartment may be entered without notice or delay and perhaps without notifying the tenants.

31. If lease is executed by more than one person as tenants, all persons named shall be bound to the lease terms collectively and individually. This means that each person on the lease could be held fully responsible for any term of this lease.

32. The apartment shall be used as living quarters only for the above named tenants. A charge of \$200.00 monthly will be made for each additional tenant not provided for by this lease or any renewal lease who occupies the premises for more than five days per month. Payment of this penalty by the tenant does not imply that permission has been granted for the additional person.

33. Inappropriate materials such as grease, oil, coffee grounds, fibrous materials, paper towels, hair or tampons must NOT be flushed down toilets or drains. This is true even if the product package states that it is acceptable for household plumbing. (Don't believe it!) Tenant is responsible for blockage to sewage or drain pipes, and any damages and repair costs caused by overflow from same. Such repair costs often exceed several hundred dollars.

34. Tenant is responsible for the full term of this lease. If tenant moves out before expiration of lease and landlord or manager re-rents the apartment, it is the responsibility of the tenant to pay one month's rent for this service, in addition to any rent due that is not covered by the new tenant. If Landlord is unable to find a replacement tenant, the tenant remains responsible for all rent payments until the end of the lease.

35. Tenants should inform the landlord immediately should problems arise with plumbing, appliances, etc. Failure to report a problem quickly may result in high water bills, serious damage, or health endangerment. Should such conditions arise due to the tenant's failure to notify the landlord, the tenants are liable and are required to pay for excessive water bills, property damage or other costs to correct the problem(s).



36. **Moving people and /or items into the apartment prior to the start of this lease is prohibited.** If you require a place to store items prior to the start of the lease, you may request to enter into a separate "pre-possession agreement" with the Property Manager or Landlord.

37. **The leased premises is not serviced by a maintained and operative sprinkler system.**

38. Tenant(s) are aware that the premises are monitored by video surveillance cameras. These cameras monitor all common area hallways and stairs as well as Landry room, Attic, and parking lot. The purpose of this monitoring is primarily to prevent theft and property damage and for tenant protection but its use is not limited to those uses. Video footage is the property of the landlord. Video will not be published or made public in any way without tenant(s) express knowledge and consent.

39. Burning of incense is not permitted inside the apartment. Incense smoke permeates walls and furniture and the smell is difficult if not impossible to remove. Any damages from unauthorized incense use (including but not limited to: painting of walls, furniture replacement, floor and cabinet refinishing) will be charged to the tenant(s). Additionally candles are not permitted as they are a fire hazard.

40. At the end of the lease, any property left behind for more than five days will be deemed abandoned and the landlord will not be responsible for it. Moreover, Storage of items in any basement or porch area is at tenant's risk. It may be subject to damage from rain, ground water or other moisture.

41. Tenant is responsible for damage from wind, rain, snow, or freezing temperatures caused by leaving windows or doors open.

42. Tenants agree to respect the rights of their neighbors both in the home and in surrounding homes, so that everyone's right to peace, quiet, and safety are protected. It is required that between the hours of 11:00 pm and 7:00 am, sounds from stereos, TV, general socializing and living be kept at very low levels. In the summer, when windows are open, simply talking outside at night could wake up neighbors who are trying to sleep.

43. Parking is allowed in front of the building or in the parking lot across the street. No parking is allowed on the lawn at any time. Unauthorized or incorrectly parked vehicles will be ticketed and towed at the car owner's expense. Any damage to lawns will be the responsibility of tenants. Some driveways are very steep due to the angle of incline coming off the street, making them impassible for vehicles with low clearance. Tenants have inspected their driveway and are aware of any difficult conditions such as steepness or potholes.

44. Addendums: Tenant acknowledges receipt of the following which shall be deemed part of this agreement: (please check)

Pet Agreement

**Acknowledgements, Signatures**

45. This is the entire agreement between the parties; there are no representations or agreements other than the Security Deposit Agreement noted below. Changes in this lease are effective only if in writing and signed by both parties. Tenant agrees Landlord may correct typographical and clerical errors in this Lease Agreement. A copy of the corrected agreement will be provided to tenant.

46. If any term in this lease is found to be null and void, it shall not affect the validity of any other term in this lease. Tenant agrees that he or she has had ample opportunity to read this lease, understands its provisions, believes them to be fair and reasonable, and agrees to comply with each such provision. Electronic signatures through software such as "docusign" shall be valid and enforceable for the purposes of this lease agreement and for any related addenda or disclosures.

This lease agreement for \_\_\_\_\_, Brooktondale, New York is hereby entered into and agreed to on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Landlord / Owner \_\_\_\_\_

\_\_\_\_\_  
Tenant (sign)

\_\_\_\_\_  
Tenant (print name)

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

Security received:

Check #	Amount
_____	_____
_____	_____
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