

*This is a legally binding contract. **When signed, each party is fully responsible for all terms and conditions of the contract.** You may wish to consult an attorney before signing this agreement.

LEASE AGREEMENT

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

- 1. **Tenant:** _____
- 2. **Tenant:** _____
- 3. **Tenant:** _____
- 4. **Tenant:** _____

*Checks and Money Orders are payable to: Oneonta Student Housing, LLC (“OSHLLC”) or use Pay Pal: www.oshllc.com, then click on “Payment Center”. Please include your full name and Apt.# in the comments section when using Pay Pal.

Please drop off rent payment at the head office: 70 Market Street, Apt 3, Oneonta New York 13820, you can mail checks or M/O to the head office address as well. Must **arrive** by the 3rd of each month. No cash! Credit Cards accepted (call Angela 516-209-8999). Please note that there is a 3% service charge if you make a payment with Pay Pal or a credit card.

Apartment: _____ 70 Market Street, Oneonta, New York 13820

Lease Date: _____ Term of lease: _____
Beginning: _____

Monthly Rent: \$ 000.00
Security: \$ 000.00
Monthly Maintenance Fee: \$ 00.00

THERE WILL BE NO KEGS ALLOWED ON PROPERTY. NO EXCEPTIONS

SIGNATURES: Each party acknowledges they have read this contract and understand and agree to each of its terms, including those annexed.

LANDLORD: OSHLLC As Agent: Evangelia Apostolakis

Signature of Agent: _____

TENANT #1:

Print Name: _____ Current
address and phone number: _____

Signature: _____ S.S#: _____ Date: _____

1. **Rent, Added Rent:** Rent is due on the 1st of each month. Landlord does not have to provide tenant with notice of rent due, tenant should be aware of due date. If rent is not received by the 3rd of the each month, a late fee of \$25.00 dollars will be added to your account and a 3 day notice will be issued on that day. If rent and late fee are not received by the 6th of the month, eviction process will begin. When eviction process begins (after 3 day notice is given), all cars from the apartment will be towed from the parking lot, and for those who have cable and internet incorporated in rent, the service will be turned off. If Tenant pays rent with a check and it is returned, Tenant is required to pay a \$30.00 dollar fee. If returned check happens more than once, Landlord will press charges. Tenant may make a payment in the form of PayPal, credit card or money order. **Student tenants (fall semester) with financial aid are still obligated during the summer months (June, July, August) to pay on time otherwise \$25.00 late fee applies each month that is late** INITIAL: _____

2. **Occupancy Requirements:** A. Only a party signing this lease may occupy the apartment. The apartment shall be occupied by no more persons than the total number of bedrooms. A 3-bedroom apartment shall be occupied by no more than 3 persons. A 2-bedroom apartment shall be occupied by no more than 2 persons. INITIAL: _____

3. **Security Deposit:** A. Tenant agrees to pay the equivalent of one month's rent as security deposit (\$000.00). The security will be used against any damages to the Landlord and to finance any repairs/cleaning required due to Tenants actions. See attached itemized cleaning & damages sheet for pricing. Security Deposit will be mailed to address provided, 7 days after walk through, and the return of 1) front door key(s), 2) bedroom keys, 3) mailbox key(s), and 4) guest parking tags.

B. If Tenant decides to break lease before end date, tenant forfeits deposit and Tenant is still held liable for remaining portion of rent owed according to term of lease. All roommates are responsible to pay monthly rent in full and on time.

INITIAL: _____

C. Tenant will NOT receive security deposit if Tenant does NOT give 30 day written notice of nonrenewal of lease. If 30 day notice is not received, landlord will assume that the Tenant will renew the lease. 30 day notice gives landlord time to show the apartment, and rent for the following month, to avoid loss of rent.

INITIAL: _____

LANDLORD NOTES: _____

4. Cost of Utilities: Utilities shall be paid as follow:

Garbage Collection*	to be paid by Landlord/Tenant
Cable TV	to be paid by Tenant
Internet Access	to be paid by Tenant
Water	to be paid by Landlord
Electricity/Heat	to be paid by Tenant
Laundry Room	to be paid by Landlord/Tenant

***\$40.00 maintenance/garbage fee per month per tenant (ages 13 and over)**

Tenant agrees that the Landlord shall have the right to temporarily stop the service of Internet/Cable TV, Electric or Water in the event of accident or emergencies or to facilitate repairs or alterations made to tenant's apartment. The Landlord shall have no liability for failure to supply heat, electricity, hot water or other services or utilities when such failure is necessary to make repairs, or is beyond the Landlord's control. **INITIAL:** _____

5. Partial Payments: Tenant agrees to make all rental payments in full. Payment of rent which is less than the amount stated on the lease shall be deemed to be nothing more than a partial payment on the account. Under no conditions shall Landlord's acceptance of a partial payment signify concurrence and satisfaction, nor will Landlord's acceptance of a partial payment forfeit Landlord's right to collect the remainder due. **INITIAL:** _____

6. Sufficient Heat Levels: Tenants agree to maintain at all times, including any winter break periods, sufficient heat levels in the apartment to prevent the freezing of any water or sprinkler pipes in the apartment or in adjacent areas. Tenant will not permit the temperature to fall below 55 degrees F in any area of the apartment. All windows and skylights need to be properly closed during the winter months & periods that the apartment is unoccupied. Tenant will be responsible for all damage caused to the apartment and/or the building (including other tenants' damages) as a result of heat level not being maintained. Under no circumstances can Tenant(s) live in the apartment without electricity, if staff becomes aware that tenant does not have electricity in the apartment, staff will issue a 24 hour notice to correct the matter. If tenant(s) fails to correct the matter, tenant agrees to surrender apartment to Landlord within 24 hours. **INITIAL:** _____

7. Parking Lot: A parking permit is required to park in the building's adjacent parking lot. A parking permit will only be issued for tenant's vehicle. Due to limited parking spaces, tenant's friends, significant others and/or family are not permitted to park in tenant parking lot directly behind the building. Guest(s) are to park their vehicles in the parking lot located next to tenant parking area (the lot closer to Stella Luna restaurant). Main office has to be made aware of the guest vehicle. Any vehicle parked in the parking lot without a parking permit will be towed at the vehicle owner's expense. Landlord cannot guarantee that the tenant will always find an open parking space for his/her vehicle. Tenant agrees that Landlord is not responsible for any damage to vehicle, theft of contents in vehicle or theft of vehicles. **INITIAL:** _____

8. Alterations: Tenant must obtain Landlord's prior written consent to install any paneling, flooring, "built in" decorations, and railings or make alterations or to paint or wallpaper the apartment. If consent is given, the alterations and installations shall become the property of Landlord when completed and paid for. They shall remain with and as part of the apartment at the end of the term. Landlord has the right to demand that tenant remove the alterations and installations. Tenant shall comply with the demand at Tenant's own cost. **INITIAL:** _____

9. Painting: Tenant must first get approval of the Landlord prior to painting. Approval may be given if tenant uses light pastel colors at the tenant's expense. Tenant may not paint with dark or bright colors. Graffiti or writing on the walls is strictly forbidden since this impedes the Landlord's ability to Lease the apartment to new Tenants. **INITIAL:** _____

10. Repairs, Cleanliness & Water Damage: Tenant is required to take good care of the apartment, and all equipment, and fixtures in it. Tenant must, at his/her cost, make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, to the satisfaction of the Landlord, Landlord may do it. Landlord's expense will be added rent. Tenant will keep the apartment in clean, sanitary and orderly condition. In the event Tenant fails to do so, Landlord may arrange for Tenant's apartment to be cleaned

and bill the cost thereof to Tenants as added rent. Tenant will be responsible for all water damage to the premises resulting from Tenant's negligence, e.g. overflowing tubs, sinks, toilets, tampons/sanitary napkins, or broken fire sprinkler. **INITIAL:** _____

11. Fire, Accident, Defects and Damage: Tenant must give Landlord prompt notice of fire, accident damage or dangerous defective condition. If a fire or other casualty is caused by an act of neglect of Tenant or guest of Tenant, or at the time of the fire or casualty, Tenant is in default in any term of the lease, then all repairs will be made at Tenant's expense and Tenant must pay in full rent with no adjustments. The cost of repairs will be added rent. Landlord has the right to demolish or rebuild building if there is substantial damage by fire or other casualty, even if the apartment is not damaged. Landlord may cancel this lease within 7 days after the fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The lease will end 10 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 to date of the fire or casualty. If the lease is canceled, Landlord is not required to repair the apartment or building.

INITIAL: _____

12. Liability: Landlord is not liable for loss, expense, or damage to any person or property, UNLESS due to Landlord's negligence. 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, guest or invites. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the building. Tenant should carry whatever property or liability insurance Tenant may require. Landlord states that Landlord maintains normal commercial risk insurance. Landlord is not responsible for such said damages regarding mold/water due to rain/snow or other outside interferences, but will be fixed in a timely manner as of when Tenant notifies Landlord. **We highly recommend purchasing Renter's Insurance. It costs roughly \$10 a month.** **INITIAL:** _____

13. Landlord may enter: Landlord, Landlord's employees, security person, or police may at reasonable time, with reasonable notice (normally we do send out 24-hour notice), enter the apartment to examine, make repairs or alterations, and show to possible buyers, lenders or tenants. UNLESS AN EMERGENCY SITUATION ARISES, Landlord has the right to enter at any REASONABLE time, with notice, to permit the following people into the apartment: (i) receiver, trustee, assignee for benefit of creditors; or (ii) sheriff, marshal or court officer; and (iii) any person from the fire, police, building or sanitation departments or other state, city or Federal Government. Landlord has no responsibility for damage or loss as a result of those persons being in the apartment. **INITIAL:** _____

14. Construction or Demolition: Construction or demolition may be performed in or near the building. Even if it interferes with Tenant's ventilation, view or enjoyment of the apartment it shall not effect Tenant's obligation in this lease. **INITIAL:** _____

15. Assignment and Sublease: Tenant may not assign this lease or sublet all or any part of the apartment or permit any other person to use the apartment without Landlord's consent. If Tenant does assign Landlord has right to cancel the lease as stated in the default section. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after a permitted assignment or sublet even if Landlord accepts rent from the assignee or subtenant. The amount accepted will be credited toward rent due from Tenants. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts of any person in the apartment.

INITIAL: _____

- 16. Subordination:** This lease and Tenant's rights are subject and subordinate to all present and future; (a) leases for the Building or the land on which it stands; (b) mortgages on the leases or the building or land; (c) agreements securing money paid or to be paid by a lender; and (d) terms, conditions, renewals, changes of any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorized Landlord to sign these certificate(s) for Tenant. **INITIAL:** _____
- 17. 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, unless do to Tenants misconduct, which would still hold tenant responsible for the rent for the remainder of the leasing term. If any part of the Apartment or building is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the lease is cancelled, Tenant must deliver Apartment to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to the Landlord. Tenant gives Landlord any interest tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term. **INITIAL:** _____
- 18. Tenant's duty to obey laws and regulations:** Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant may not do anything, which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent. **INITIAL:** _____
- 19. Correcting Tenants defaults:** If Tenant fails to correct a default after 24 hour notice or 3 day notice depending on circumstances, Landlord may correct it at Tenant's expense. Landlord's costs to correct the default shall be added to rent. **INITIAL:** _____
- 20. Notices:** Any notice to Landlord shall be in writing and delivered by Tenant, either in person or by certified or registered mail, prepaid to the Landlord's address. Any notice by Landlord to Tenant may be verbal or in writing and delivered by any means whatsoever at any place where Tenant may be found. **INITIAL:** _____
- 21. No waiver, illegality:** Landlord's acceptance for rent or failure to enforce any terms in this issue is not a waiver of any of Landlord's rights. The right and remedies of Landlord are separate and in addition to each other. The choice of one does not prevent Landlord from using another. If a term in this lease is illegal, the rest of this lease remains in full force. **INITIAL:** _____
- 22. Landlord unable to perform:** If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or other causes not fully within Landlord's reasonable control Landlord is delayed or unable to (A) carry out any of the Landlord's promises or agreements, (B) supply any services to be supplied. (C) make any

required repair or change in the apartment or building, or (D) supply equipment or appliances, this lease shall not be ended or Tenant's obligations affected. **INITIAL:** _____

23. End of Term: At the end of the term, Tenant must; leave the apartment clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installation and decorations; repair all damages to the apartment and building caused by moving; and restore the apartment to its condition at the beginning of the term. Any items or personal belongings left in the premises after the termination date of the lease will be considered abandoned and will be disposed of properly. Tenant will be held financially responsible for the removal of such items. Landlord recommends that the Tenant has a final walkthrough with the Landlord. **INITIAL:** _____

24. Condition "As Is": Tenant has inspected the apartment and the building. Tenant states they are in good order and repair and takes the apartment "as is". Sizes of rooms stated in brochure or plans of the building or apartment are approximate and subject to change. This lease is not affected or Landlord liable if the brochure or plans does not show obstructions or incorrect in any manner. **INITIAL:** _____

25. Quiet enjoyment and Habitability: Subject to the terms of this Lease, as long as Tenant is not in default Tenant may peaceable and quietly have, hold and enjoy the apartment for the term. **INITIAL:** _____

26. Landlord's Consent: Landlord may not withhold consent without reasonable cause. If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given. **INITIAL:** _____

27. Lease Binding on: This lease is binding on Landlord and Tenant and those that lawfully succeed to their rights or take their place. **INITIAL:** _____

28. Landlord: Landlord means owner, or Lessee of Building, or lender in possession. Landlord's interest in the building is transferred. Any acts Landlord may do may be performed by Landlord's agent or employee. **INITIAL:** _____

29. (a) Pets: WE NO LONGER ALLOW PETS. \$1,000 fine, and eviction. Pets may not visit the apartment. If so, you will need to clean carpets with professional company to remove dander, and exterminate the apartment for possible fleas. OSHLLC may charge for carpet replacement, and/or exterminator fees.

INITIALS: _____

29. (b) Second hand furniture from pet home: If you bring furniture or accessories that come from a pet home or environment, you are responsible to clean the furniture and keep an eye out for any fleas, hatchlings, or mites. In case of a flea or mite outbreak, you are responsible to let the Landlord know immediately, and pay for an exterminator, or OSHLLC can provide and bill for service. **INITIALS:** _____

30. **Invalidity or Illegality of Part Lease:** If any part of this lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of the lease shall remain in full force and effect.

31. **Drug Policy:** If Landlord learns that any portion of the Premises is being used by Tenants or the Tenants' invitees for the sale, use of trafficking of narcotics, Landlord will immediately terminate this lease and commence summary proceedings for eviction of Tenants. We want our buildings drug free, including marijuana. If tenants or landlord, or staff, smell marijuana in the corridors or coming out of your apartment windows, or door, **the police will be notified**. This is a drug free building. All tenants and the law should be respected. We are proud of the new image Oneonta Student Housing LLC portrays, and we expect our tenants to oblige to a Drug Free Environment. **INITIAL:** _____

32. **Emergency Calls:** Landlord will only make emergency calls at night and weekends for fire, flood, and no heat. All other problems must wait for the next business day. **INITIAL:** _____

33. **Monthly Inspections:** Landlord may enter apartment every 2 months, with reasonable notice, to check for damages in the apartment and check on the condition of each apartment, including pet damage. Depending on what damages are made and the extent of repairs needed to fix the damage done, Tenant may be billed for those repairs.

INITIAL: _____

34. **Outside Areas:** BBQ grills are not allowed on property. No patio furniture, or plants, or any other type of furniture can be left over night outside of Tenants apartment. If furniture is left outside, Tenant will receive 24hour notice to correct to the issue. Failure to comply can result in discarding of furniture. Landlord will not be held financially responsible for any lost or damages. Absolutely no pools or hoses running out of apartment, and no car washing allowed on property. **INITIAL:** _____

35. **Rules and Regulations:** Tenant must comply with these rules. Notice of new changed rules will be given to Tenant. Landlord need not enforce rules against other Tenants. Landlord's failure to enforce rules against other Tenants is no defense to Tenant herein. Landlord is not liable to Tenant if another Tenant violates these rules.

RIDER TO LEASE:

- There is a \$250.00 fine for the misuse or tampering of fire extinguisher/equipment
- Waterbeds or furniture containing liquid are not allowed in apartments.
- Tenant shall not work on automobiles in Building's parking lot. Unregistered/unlicensed vehicles along with disabled vehicles are not permitted in building's parking lot.

INITIAL _____

- **Parties:** At no time shall the number of people in the apartment exceed 15. No pledging or hazing activities of any kind are allowed on the premises. Music should not interfere with other tenant's quiet enjoyment. All trash left from guest attending a party shall be picked up by tenant(s) before 8am.

INITIAL _____

- The comfort or rights of Tenants may not be interrupted by: Annoying sounds, smells or blinding lights.
- Tenant must give Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. Tenant is not to give key out to family and /or guests. All keys must be returned to Landlord at the end of the Term. If for any reason Tenant is locked out of their apartment and the Landlord or an agent of the Landlord is required for Tenant to gain access, Landlord will bill Tenant \$15.00 for lockouts between 8am-5pm and \$30.00 for lockouts between 5pm-10pm. Charges may be more after 10pm.

INITIAL _____

- Nothing may be placed or attached to exterior metal stairs/railing, windows or exterior walls of the apartment or the hallways or public areas. Strand lights are not allowed on windows or in the apartment per Code Enforcement. Clothes, linens or rugs may not be aired or dried from apartment or terraces. Direct TV is not permitted to attach any satellite dish on or around building without written permission from owner. **INITIAL** _____

- Venetian blinds, shades, or other window coverings are permitted. Sheets, towels or anything of a temporary nature are not permitted. No sign, signal, advertisement or illumination, alcohol containers (beer, wine, etc) shall be placed in any window, hallway or any other part of the building(s).

▪ **NO KEGS OR BEER PONG BALLS ALLOWED**

- Tenants will cooperate with Landlord's employees during snow removal operations by moving Tenant's vehicle when requested.
- Rubbish, rags, sanitary napkins, tampons, large clumps of hair or other improper articles must not be disposed of in any toilet, sink drain, or other plumbing fixtures. Violation of this rule will result in the Tenant being charged for any corrective actions or repairs. Charges will become added rent.

INITIAL _____

- The landlord may at Landlord's discretion receive and/or sign for packages delivered to Landlord's place of business that are intended for delivery to Tenant. Landlord accepts no responsibility for said packages, either financially or otherwise, and will not be held liable for loss, theft, damage or any other act that may affect tenant.

- **Hot water tank must be accessible. Do not use closet as storage! It's a violation! Breaker panel must be clear 3 feet all around. No extension cords. Power strips are ok. No multi adapters. If Electrical Inspector or Code Inspector issues fine, you are responsible for the bill.**

INITIAL _____

- **Smoke Detectors: You may NOT remove battery or deactivate hard wired smoke detectors.**

INITIAL _____

- Tenant's guests and/or family members are not allowed to stay in Tenant's apartment for more than three (3) consecutive days without Landlord's consent. There will be a charge of \$25 per guest per week. If guests are caught staying for a long period of time without notice, or payment, tenant will be evicted, Code Enforcement will be called, and Oneonta Police Department. Guests and/or family members are to park away from the building. **INITIAL** _____

- Trash belongs in dumpster located at the end of Tenant parking lot at 70 Market Street. Absolutely no trash bags or any garbage should be left outside blocking entry way into apartments. Tenant can face possible fine if owner is fined by the City of Oneonta. DO NOT DUMP trash on grass/deck/walkway anywhere other than the dumpster is prohibited. **INITIAL**_____

- Tenant(s) may be held liable if dishwasher needs to be serviced (\$50.00 fee if OSHLLC staff can repair dishwasher) or replaced the dishwasher (\$200.00) due to tenant(s) negligence. Negligence meaning placing utensils, dishes or any item that are not labeled dishwasher safe. Plastic utensils/dishes are not to be placed in dishwasher. Plastic can melt inside heating rods located at the bottom of dishwasher causing it to malfunction. **INITIAL**_____

- **Tenant may not install washing machine and/or drier. If washing machine and/or dryer are found, there will be a \$1000 penalty, cost of estimated water use, and eviction.**

- Recreational Vehicles (RVs), campers or trailers, or any vehicle of such sort, may not be parked and/or occupied on property grounds. . **INITIAL**_____

- **NO SMOKING ALLOWED IN THE APARTMENT. Do not extinguish cigarette's on the property. Use buckets meant for cigarette disposal. INITIAL**_____

Additional clause:

Tenant understands that he/she has no right or option to terminate this lease, for any reason. Once Tenant and Landlord's agent have both signed this lease, this Lease shall be binding upon all parties. I have read, understand, and agree to these terms and sign this Lease without duress:

SIGNED THIS DAY: _____

LANDLORD: Evangelia Apostolakis, AS AGENT
 Print Signature

PROPERTY NAME: OSHLLC

LESSEES: _____, TENANT
 Print Signature