

COLLEGETOWN SAMPLE LEASE, 22-23

THIS AGREEMENT, made this September 1, 2021, by and between INSERT LANDLORD of Ithaca, NY 14850, hereinafter called the "Landlord", and INSERT TENANT NAMES, hereinafter called the "Tenant". The Said Landlord does hereby lease to the Tenant, and the Tenant hereby hires from the Landlord the dwelling unit known as Unit at Collegetown Sample, Ithaca, NY for the period of time stated below. The aforementioned dwelling unit shall hereinafter be called the "Premises." The Premises shall refer only to the interior living space of the unit and shall not include the hallways, stairways, elevators, entryways, porches, yards, utility rooms, laundry rooms, fitness rooms, fire escapes, and other common areas, to the extent such spaces are included on the property.

WITNESSETH

The Lease shall start August 17, 2022 at 1:00 pm and end August 5, 2023 at 1:00 pm. The rent is Twelve Thousand Dollars and No Cents (\$12,000.00) payable at PO Box 7058, Ithaca NY 14851 as follows: The First Block Payment is Six Thousand Dollars and No Cents (\$6,000.00), due September 20, 2022. The Second Block Payment is Five Thousand Dollars and No Cents (\$5,000.00), due February 15, 2023. The Landlord acknowledges receipt of One Thousand Dollars and No Cents (\$1,000.00) which represents rent paid in advance.

1. **Penalty for Late Payment of Rent.** If Tenant fails to make the First Block Payment on or before September 20, 2022 the amount due shall be Six Thousand Three Hundred Dollars and No Cents (\$6,300.00), reflecting the addition of the penalty in the amount of \$300.00. If Tenant fails to make the Second Block Payment on or before February 15, 2023 the amount due shall be Five Thousand Three Hundred Dollars and No Cents (\$5,300.00), reflecting the addition of the penalty in the amount of \$300.00.
2. **Joint and Several Liability.** The Tenant or Tenants, jointly and severally, agree to pay the rent herein provided, as set forth hereinabove. In the event any of the Tenants leave the apartment for any cause whatsoever, the remaining Tenants jointly and severally shall pay the full amount of rent specified, except as specified above.
3. **Security Deposit.** The Landlord acknowledges receipt of One Thousand Dollars and No Cents (\$1,000.00) as security for the performance of the Tenant's obligations hereunder. To the extent that the said sum, or any portion thereof, shall remain unapplied to such performance after the Tenant surrenders and vacates the Premises and returns the keys, said sum or the unapplied portion shall be returned by Landlord to the Tenant. Tenant shall be deemed to have vacated the Premises on the date fixed as the end of the term so long as the keys have been returned to Landlord on or before such date. The Security Deposit shall be held in escrow at Tompkins Trust Company, Ithaca, New York.
4. **Utilities.** The Landlord shall pay for heat, hot water, cold water. The Tenant shall pay for electric, telephone, internet and television cable, if these are desired by the tenants. The Landlord shall not be liable to the Tenant or to any other person for damage or injury resulting from the temporary failure of the electric, gas, or other utility service or of the heat or refrigeration equipment in said apartment or building.
5. **Light Bulbs.** The Landlord shall furnish without additional cost electric light bulbs at the time Tenant takes possession, but not thereafter.
6. **Trash.** Tenant shall also pay an annual fee for Trash of \$300.00 (\$300.00 Per Person). Such fee is due when Tenant takes possession of the dwelling. Tenant shall place all garbage and recycling in the covered containers provided in trash room or designated trash area, and to keep the area clean. Tenant shall separate recyclables as required by the City and/or County, and comply with applicable laws regarding the care, sorting, and cleaning of them. Any trash or recycling left outside the trash room containers and attributable to Tenant, is subject to a removal fee of \$50 per item. Tenant shall pay directly or reimburse Landlord for any fee levied by the governing municipality or other entity with the authority to levy fines or fees related to the disposal of trash or recyclables.
7. **Prohibited Equipment.** The Tenant shall not install or operate on Premises, or elsewhere on the property, any air conditioning machine or any other electric, gas or mechanical appliances or television aerials or any telephone extension, without the written consent of the Landlord. Where such consent is given, the cost of any such operation or installation will be borne by the Tenant.
8. **Alterations; Improvements.** The Tenant shall make no alterations, decorations, additions, improvements or repairs to or in said apartment or deface the interior or exterior thereof in any way without the written consent of the Landlord. 3M Command Brand Damage-Free products are the only pre-approved fasteners. If Tenant uses 3M Command Brand fastening products, Tenant shall not remove them upon moving out. They should be left intact for removal by Landlord.

9. Animals. Animals are prohibited on the Premises except if approved by Landlord in advance and if the parties execute a separate agreement pertaining to the pre-approved animal.

10. Failure to Deliver Premises. The Landlord shall not be liable for failure to deliver possession of said Premises at time stipulated herein. In the event of delay on the part of the Landlord in delivering said Premises to Tenant, the rent herein stipulated to be paid by the Tenant shall be abated from the date of the commencement specified to date possession is tendered to Tenant. In the unlikely event that Landlord's failure to deliver said Premises continues for twenty one days after the lease start date, the lease shall be voided and Tenant shall be entitled to reimbursement of all amounts paid by Tenant, including prepaid rent and security deposit, and neither party shall have any further obligation to the other. Landlord shall make full reimbursement within 14 days of the voiding of the lease.

11. Dwelling Only. Said Tenant shall occupy said Premises only as a private dwelling and no other persons other than the 1 person(s) specified above as "Tenants" shall occupy said Premises without the written consent of the Landlord; said Tenant will keep said Premises in clean and good order and condition, ordinary wear and tear and damage by elements excepted.

12a. Objectionable Conduct. The Tenant shall not use said Premises or any part thereof for any disorderly, noisy, improper, objectionable or unlawful purpose. Tenant shall not transfer or assign this agreement or sublet or transfer possession of said Premises or any part thereof, to any person or persons or suffer to be used by another, said Premises or any part thereof without first obtaining the written consent of the Landlord, and only then under conditions as set forth by the Landlord. Tenant further agrees that if said Landlord shall deem the tenancy of said Tenant undesirable by reason of objectionable or improper conduct on the part of said Tenant or his family, or other occupants of or visitors to his apartment, or by reason of conduct or actions of the persons aforesaid, or any of them, causing annoyance or disturbance to other Tenants in said building or adjoining building, then said Landlord reserves the right to terminate this agreement by giving Tenant personally, or by leaving at the demised apartment, a fourteen (14) days written notice to quit and vacate said demised Premises and said Landlord may take possession thereof or may avail himself of any remedy provided by law for the restitution of possession.

12b. No Smoking, Vaping, Etc. Neither the Tenant, guests, nor any other person shall smoke on the Premises, in the common areas, or elsewhere on the property. Smoking shall include the use of any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. Smoking shall also include the use of any electronic smoking device that can be used to deliver aerosolized or vaporized nicotine to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah. Tenant also agrees to refrain from burning candles or incense in these areas. Any violation of this term shall be considered by the parties to be objectionable under paragraph 12a of this Lease. Any fixtures, furniture, or furnishings burnt or damaged as a result of any activity prohibited under this paragraph or the smoke or other residue or stains such activities may produce, shall result in deductions from the Tenant's security deposit for the costs of replacement of the items damaged.

12c. No Roof Access. Neither the Tenant nor its guests or agents shall use the roof at any time or for any purpose. Any violation of this term shall be considered by the parties to be objectionable under paragraph 12a of this Lease and shall result in a fee of \$1,000, per instance payable by Tenant to Landlord. Any damage to the roof caused by Tenant's, or its guests' or agents' actions or omissions will result in a deduction from the Security Deposit in accordance with paragraphs 19a and 19c.

13. Landlord Entry. Tenant agrees to allow Landlord and/or his agent to enter the Premises for any purpose, including but not limited to repairs, inspection, or future leasing, at any time, provided that Landlord shall give Tenant notice of the scheduled entry by telephone, email, or in person no later than the calendar day preceding the entry. The Tenant may waive the notice requirement at his or her discretion. The notice requirement shall be automatically waived in the event of an emergency.

14. Repairs. No compensation or claim shall be allowed or paid by the Landlord, by reason of convenience, annoyance or injury to the Tenant arising from the necessity of repairing any portion of the building, or making changes required by law, however the necessity may occur.

15. Violation of Lease Agreement. It is further agreed that if said Tenant shall fail to pay the rent as aforesaid, or shall violate or fail to perform any of the covenants, conditions or agreements herein contained, then and in any such event, this agreement shall, at the option of the Landlord cease and terminate after fourteen (14) days' written notice as provided in paragraph 12a above. In the event the lease is thus terminated before the expiration of the term stated above. Landlord may at his option retain any portion of the security deposit described at paragraph 3 above for the performance of Tenant's obligations hereunder or he may elect, in lieu of or in addition to the retention of said advance security deposit, to pursue any other remedy at law or in equity.

16. No Waiver. No waiver of any breach of any covenant, condition or agreement herein contained shall be construed as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof.

17. Move In/Move Out Checklist. If, as hereinabove noted, the Premises are leased to Tenant furnished, Landlord will provide upon the date of move in, a "Move In/Out Checklist", which includes a list of furnishings designating which articles or equivalent replacements Tenant shall be entitled to use on said Premises for the duration of the tenancy. Tenant shall review and make any modifications necessary to this list upon the first occupant taking occupancy and shall return the entire "Move In/Out Checklist" to the Landlord within three days of such occupancy. If the "Move In/Out Checklist" form, along with supporting photographs, are not returned to Landlord within three days of occupancy by the first occupant, the Tenant agrees the Premises is in good condition, with nothing damaged, missing or in need of replacement. Tenant agrees that the first tenant or tenants to take possession of the Premises shall bear the responsibility for completing the checklist and returning it within the stated three-day time limit and Tenant further agrees that any tenant taking possession of the unit more than three days after the first occupant takes possession will not have the opportunity to revise or make additions to the checklist without the permission of Landlord. Tenant agrees to surrender to Landlord all furnishings provided at the end of said tenancy in the same condition as received by the Tenant at the commencement of the tenancy, normal wear excepted. Landlord shall not be obligated to replace furnishings during the tenancy because of wear or ill treatment by Tenant.

18. Alcohol. Tenant shall not engage in any social activity inside or outside the demised Premises or elsewhere on the property which is attended by more than 2 persons at which alcoholic beverages are served or consumed.

19a. Security Deposit Deductions. If Tenant fails to comply with requirements for vacating or surrendering Premises in its cleanly, original condition, less normal wear and tear, or if Tenant causes damage to common areas or other areas on the property, Tenant agrees Landlord may deduct from the Security Deposit an amount for labor, materials, supplies, cleaning, and administrative costs. Labor costs will be billed at \$60.00 per hour per worker or the actual hourly cost of the worker hired if such cost exceeds \$60.00 per hour. At the end of the lease, damage to the property will be determined based on the "Move In/Out Checklist" form given to the Tenant at the start of the lease. Any and all charges deducted from the Security Deposit may incur a 10% additional administration fee.

19b. Duty to Report Needed Repairs Promptly. Tenant agrees to promptly report any necessary repairs or maintenance requests to the Landlord. The Tenant shall be held responsible for the cost of damages caused by failure to report needed repairs promptly. Tenant shall not perform or attempt to perform any repair.

19c. Damage to Premises and Elsewhere on Property. In the event damage is caused to the Premises or its furniture, furnishings, or fixtures or to any other area on the property including but not limited to hallways, stairways, elevators, entryways, porches, yards, utility rooms, laundry rooms, fitness rooms, fire escapes, mailboxes, driveways, parking lots, roof, and common areas, to the extent such spaces are included on the property, by any act or omission of the Tenant, its guests, or its agents, Landlord shall be entitled to use the Security Deposit or a portion thereof to repair or replace the damaged item. If Tenant, its guests, or its agents shall cause burns or burn marks on any carpet, floor, furniture, furnishing or other item or part of the Premises or elsewhere on the property, Landlord shall be entitled to use the Security Deposit to replace the burned item. In the event Tenant, its guests, or its agents cause such damage or burns in an amount exceeding the security deposit, the Tenant shall reimburse the Landlord for the cost of repairing or replacing the damaged items.

20. Apartment Inspection Before Move-In. Tenant shall have the opportunity to inspect the Premises with Landlord to determine condition of property before Tenant takes possession of the Premises. If Tenant wishes to request such an inspection before taking possession of the Premises, Tenant shall notify the Landlord by email no later than 14 days before the commencement date of this agreement stated above.

21. Apartment Inspection Before Move-Out. Tenant shall also have the right to request an inspection of the apartment with the Landlord before vacating the Premises and Tenant shall have the right to be present at such inspection. If Tenant requests such inspection, the inspection shall be made no earlier than two weeks and no later than one week from the end of the tenancy. If Tenant wishes to request such an inspection before the end of the tenancy, Tenant shall notify the Landlord by email at no later than 14 days before the end of the tenancy.

22. Pronouns. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein which the context may require such substitution or subtractions.

23. Integrated Contract. This Lease is the final and entire agreement between the parties. Neither party has made any representations or promises except as contained in this Contract. Neither party has relied on or been induced to sign this Contract by anything that was said in negotiations prior to its signing. This Contract supersedes and revokes all previous negotiation, arrangements, letters of intent, representations, and information conveyed, whether oral or in

writing, between the parties hereto or their respective representatives or any other person purporting to represent the Landlord or Tenant.

24. Governing Law. This Lease Agreement shall be deemed to have been entered into in the State of New York. Any controversy which shall arise between the Landlord and the Tenant regarding the interpretation of this Lease Agreement or the rights, duties or liabilities, hereunder of either party shall be determined in accordance with the laws of the State of New York.

25. City Ordinance No. 2013-03 Waiver. Landlord and Tenant agree to waive the requirements of the City of Ithaca Ordinance No. 2013-03 requiring a minimum of sixty (60) days written notice to current tenants before the Landlord may renew the current rental agreement, show the residential unit or enter into a new rental agreement with new tenants.

26. Validity. The invalidity or unenforceability of any provision of this Contract shall in no way affect the validity or enforceability of any other provision thereof.

27. Captions. Any captions contained herein are for reference purposes only, and shall not be deemed a part of this agreement nor shall they modify or qualify any of the terms contained herein.

28. Modification in Writing. This Lease may be modified or amended only in writing, duly executed by the Landlord and Tenant, and not by e-mail, oral agreements, or other communications or understandings between the parties.

29. Sprinkler. The Premises does contain an operative, maintained sprinkler system.

30. Jurisdiction. It is agreed that any action or proceeding arising under the provisions of this Lease Agreement shall be instituted in the Courts of the State of New York and County of Tompkins and not elsewhere and that the parties hereto shall voluntarily submit to the jurisdiction of aforesaid courts and shall not object to the hearing of any such action or proceeding by said courts.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto set their hands on the day and year first hereinabove written.

Landlord/Agent _____

Tenant _____

Tenant _____

INSERT TENANT NAMES

Tenant _____

Tenant _____

Tenant _____

Tenant _____

Tenant _____

Tenant _____

School Year	22-23		
Start	8/17/2022		
End	8/5/2023		
Location	Collegetown Sample		
Unit			
Total Occupants	1		
		Total	Per Person*
Rent Paid In Advance	\$	1,000.00	\$ 1,000.00
Security Deposit	\$	1,000.00	\$ 1,000.00
Total Due at Lease Signing	\$	2,000.00	\$ 2,000.00
Rent Due for Lease	\$	12,000.00	\$ 12,000.00
Security Deposit for Lease	\$	1,000.00	\$ 1,000.00
Garbage Fee for Lease	\$	300.00	\$ 300.00
Rent + Security Deposit + Garbage	\$	13,300.00	\$ 13,300.00
Penalty	\$	600.00	\$ 600.00
Rent + Security Deposit + Garbage + Penalty	\$	13,900.00	\$ 13,900.00
1st Block Payment, if paid on or before September 20, 2022	\$	6,000.00	\$ 6,000.00
Penalty	\$	300.00	\$ 300.00
1st Block Payment, paid after September 20, 2022	\$	6,300.00	\$ 6,300.00
2nd Block Payment, if paid on or before February 15, 2023	\$	5,000.00	\$ 5,000.00
Penalty	\$	300.00	\$ 300.00
2nd Block Payment, paid after February 15, 2023	\$	5,300.00	\$ 5,300.00

*The per person rent provided in this chart is a guideline offered for the tenants' convenience only. Per the Lease agreement, all tenants are liable jointly and severally for the full rental amount.