



HOUSING • COMMERCIAL • DEVELOPMENT
 124 Port Watson Street • Cortland, NY 13045 • 607.756.4048
CORTLANDAPTS.COM
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LEASE AGREEMENT

BY THIS AGREEMENT, entered into _____, between Cortland Apts., LLC by its agent Calabro Properties, Inc., 124 Port Watson St., Cortland, New York 13045, Party of the First Part and hereinafter known as the **Landlord**. _____, Party of the Second Part, hereinafter known as the **Tenant(s)**. In consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

PREMISES: Landlord grants, demises and lets to **Tenant(s)** and **Tenant(s)** hires and takes from **Landlord** the **Apartment # _____** of the building situated at _____ in the **City of Cortland, County of Cortland and State of New York**, to be used and occupied by **Tenant(s)** as a place of residence and for no other use or purpose whatsoever. **Tenant(s)** shall function as a family unit and as herein provided are jointly and severally liable for damages and rents. **It is expressly understood by the Tenant(s) that where the subject premises is rented to two or more Tenants, each Tenant assumes, as joint and several obligation, the payment of the total rent due upon the premises and as set forth herein.**

2. LEASE TERM: The term of this lease shall be from **August 25, 2016 to December 18, 2016** and from **January 19, 2017 to May 14, 2017 at Noon (two college semesters)**. **Tenant(s)** may occupy the leased premises over winter break with Landlords written permission only and there will be a \$95.00 (per person) fee to cover the additional heating cost.

3. RENTAL AMOUNT: **Tenant(s)** covenants and agrees to pay **Landlord**, or any other agent the **Landlord** may designate, the sum of \$ _____ **.00 (_____ Dollars)** rent for said lease term to be paid as follows:

March 1, 2016	\$.00	(Dollars)
August 1, 2016	\$.00	(Dollars)
December 1, 2016	\$.00	(Dollars)

4. SECURITY DEPOSIT: **Tenant(s)** agree to pay security damage deposit to **Landlord** in the amount of \$ _____ **.00 (_____ Dollars)**, which is to be retained as a security deposit for **Tenant(s)** faithful performance of this lease. The amount of \$ _____ **.00 (_____ Dollars)** is due upon signing. The remaining security deposit balance of \$ **.00 (_____) is due by Landlord** may apply the security deposit at his right of possession of the premises for non-payment of rent or for any other reason shall not, in any event, be affected by reason of the fact that he holds this security. The security deposit, if not applied toward payment of arrearage or damages as herein provided is to be returned to the **Tenant(s)** within two calendar months when this lease is terminated. If the **Landlord** repossesses the premises because of **Tenant(s)** default or breach, he may apply the deposit to all damages suffered to the date of repossession and may retain the remainder to apply on such damages as may be suffered thereafter by reason of default or breach.

The entire apartment shall be returned in the same condition as at the beginning of this lease less normal wear and tear. A general cleaning fee of \$65.00 per tenant shall be charged upon the termination of this lease. This fee also includes shampooing of carpets. If cleaning is more than ordinary wear and tear an additional fee could be assessed. The Landlord may, at his election, reduce or waive such fee should the **Tenant(s)** leave premises in the same condition as at move in which is acceptable to Landlord.

5. **RETURNED CHECKS:** **Tenant(s)** agrees to pay a penalty of \$35.00 to Landlord for returned checks (for any reason) plus the late charge.
6. **UTILITIES:** Gas shall be the sole responsibility and expense of the **Landlord** and electricity the responsibility and expense of the **Tenant(s)**. Water and sewer shall be furnished at the expense of **Landlord**. A minimum temperature of 65 degrees Fahrenheit shall be maintained in the interior of the apartment to prevent structural damage. No electrical heating appliances shall be allowed.
7. **ASSIGNMENT:** This agreement cannot be verbally or orally modified by the parties hereto in any manner or form. **Tenant(s)** shall not assign this lease or sublet the premises or any part thereof, without the written consent of the **Landlord**. Upon written approval by **Landlord** a \$195.00 administrative fee shall be charged per transaction.
8. **CONDITION OF PREMISES:** **Tenant(s)** agrees to maintain the leased premises in the same condition, order and repair as they are at the commencement of the lease term, and to make good to the **Landlord**, immediately upon demand, any damage to the heating or water apparatus or electric lights or wires, or any fixtures, appliances or appurtenances, and any glass breakage of the leased premises, or of the building, caused by the act or neglect of the **Tenant(s)** or any person or persons in the employ or under the control, or guest of the **Tenant(s)**. **Landlord** reserves the right to make bi-monthly inspections of the premises to insure the care of the premises. **Landlord** has the right to show the premises to prospective **Tenant(s)**. Should the Landlord deem upon inspection that the Tenant(s) are failing to maintain the premises, including common areas, in a clean and orderly manner, Landlord shall have the right to enter and remedy the defective condition and deduct from the security deposit the reasonable and necessary charges and expenses for the same.
9. **GLASS:** **Tenant(s)** shall at their own cost and expense replace any and all broken glass and plate glass windows in and about the demised premises during the leasehold.
10. **PERSONAL PROPERTY:** All personal property placed in the leased premises, the basement, storage rooms or in any other part of the building, shall be the risk of the **Tenant(s)** or the owner of such personal property. Tenant(s) are advised to have Renters Insurance to cover their personal property from damage or loss.
11. **OBSERVANCE OF LAWS AND ORDINANCES:** **Tenant(s)** agrees to observe, comply with and execute promptly, at its expense, during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of governmental authorities and agencies and of insurance carriers which relate to its use or occupancy of the demised premises.
12. **ALTERATIONS:** **Tenant(s)** shall not make alterations to the leased premises or redecorate it in any way that would make alterations, or repaint or wallpaper the walls, ceilings, floors or woodwork, without first obtaining **Landlords** consent.
13. **RIGHT OF ENTRY:** **Landlord**, or his agents, shall have the right to enter the leased premises during all reasonable hours to inspect the same or to make repairs or alterations as may be deemed necessary for the safety and comfort of **Tenant(s)**, or the preservation of the leased premises to prospective **Tenant(s)**, at any time before the expiration of this lease.
14. **FIRE:** In the event the premises are destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the neglect of the **Tenant(s)**, this lease shall terminate at such time except for the purpose of enforcing rights that may have accrued hereunder. Should a part of the leased premises thereby be rendered untenable, such part so injured shall be restored by the **Landlord** as speedily as practicable, after which the full rent shall be reinstated and the lease shall continue according to its terms.

15. **PETS**: No animals are allowed on the premises at any time.

16. **SMOKING**: No smoking is allowed inside of the unit or building at any time.

17. **DEFAULT**: The prompt payment of all sums due hereunder, including the rent, per semester, in advance as specified; the performance of all other promises contained herein; and the faithful performance of all the rules and regulations attached hereto and made part of this agreement. Any failure on the part of the Tenant(s) to comply with the provisions of this lease or any rules or regulations herein contained, shall, at the Landlord's option, work a forfeiture of this contract and all of the Tenant(s) rights hereunder, and, thereupon, Landlord, his agents or attorneys, shall have the right to re-enter the leased premises and remove all such persons therefrom. Tenant(s) shall be responsible for the Landlord's costs of re-renting, including but not limited to and all repairs to prepare unit for re-renting, advertising, legal and attorney's fees.

18. **LATE PAYMENT**: It is agreed by the parties hereto that any installments of rent accruing under the provisions of this lease that shall not be paid three (3) days past the due date, shall be subject to a late charge of \$25.00 plus (\$5.00) per day for each day late, until all rents have been paid in full.

19. **PARKING**: A parking fee of \$125.00 per semester will be charged for each vehicle. **Tenant(s)** shall park in designated areas. At no time are the vehicles allowed on the lawns. No other vehicles are allowed on the property other than those of the Tenant(s), guest must find alternative parking or will be towed. **Tenant(s)** assume all responsibility for their vehicles, including any damages caused by vandalism, act of God or other including parking tickets and towing charges.

20. **QUIET ENJOYMENT**: Upon the **Tenant(s)** paying the rent and performing and complying with all the terms, conditions and covenants herein, the **Tenant(s)** shall peaceably hold and enjoy the premises subject to the provisions of this lease and of any lease or mortgage now or hereafter affecting the premises.

21. **PARTIES**: Are prohibited. A party is considered a gathering of more than one guest per tenant. No person shall sponsor, conduct, host, invite, allow or permit a party or gathering on or about the premises. No Kegs or large quantities of beer are allowed. Any violation of this section will be considered a breach of this lease and will forfeit all security deposits and at discretion of landlord an eviction. **Tenant(s)** are responsible for all damages/cleaning that may occur from any such gathering.

22. **GUEST**: **Tenant(s)** are responsible for any damage caused by their guest(s). Guests may not remain on premises beyond one week without **Landlords** written permission.

23. **GARBAGE AND RUBBISH**: Garbage is to be placed by the street on the appropriate day once a week. **Tenant(s)** agree to comply with all city ordinances pertaining to recycling. All garbage and trash must be placed in "City of Cortland" blue plastic bags-available at local stores. A recycling bin (blue) has been provided for you to be used for plastic containers, metal cans, glass containers (all colors), and dry newspapers. **Tenant(s)** are responsible for their own containers and will be charged \$25.00 if the container is lost or stolen. Any garbage or debris that accumulates or is scattered on said property including the grounds shall be removed at the expense of the **Tenant(s)** and charged \$25.00 per bag.

24. **RULES AND REGULATIONS**: Internet wiring has been run to a point of demarcation. Landlord will provide the router. Tenant is responsible for the installation of this internet service to be connected to their individual computers. For the safety of all Tenants and in order to establish and maintain an atmosphere conducive to quiet study, the Landlord reserves the right to establish and enforce such rules and regulations as per ADDENDUM A (attached to lease). Violation of the rules and regulations may constitute grounds for declaration of default of the terms and conditions of this Lease.

25. **NONWAIVER**: Landlord's failure to take advantage of any default on the part of the Tenant(s) shall not be

construed as a waiver thereof, nor shall any custom or practice that may arise between the parties in the course of administering this instrument be construed to waive or to lessen the right of the Landlord to insist on performance of the provisions hereof.

The covenants and agreements contained in this lease are binding upon and shall inure to the benefits of the parties hereto, their successors, legal representatives and assigns. This lease shall constitute the entire agreement between the parties and may not be altered or terminated orally.

IN WITNESS WHEREOF, the parties have duly executed this lease as of the day and year first above written.

CALABRO PROPERTIES, INC.
As Agent Landlord

Tenant-

Tenant-

ADDENDUM

- 1) You will have to vacate your house 1 (one) day after the day of graduation by noon.
- 2) **Tenant(s)** is receiving Financial Aid and will be granted an extension for August 1, 2016 and December 1, 2016 payments. The August 1, 2016 payment will be extended to October 1, 2016 and the December 1, 2016 payment will be extended to February 1, 2017. Any rent received after the aforesaid dates will be charged the late fee per #18 of this lease.
Tenant(s) named on this addendum will need to send in proof that they have been approved for enough Financial Aid to cover their payment prior to original rent due dates in order to receive the above extensions and will make payment upon receipt of their Financial Aid. You can get this info. from your school account summary page. It will show a credit balance in green on the bottom. You will need to send a screenshot to our office.
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