

UNIVERSITY PARK APARTMENTS LEASE

Agreement of lease made this _____ day _____ of _____, between THE UNIVERSITY PARK APARTMENTS, Ithaca, New York, hereinafter called the "Landlord" and

SS# _____

SS# _____

Hereinafter collectively called the "Tenant", and binding all jointly and severally, wherein it is mutually agreed as follows:

That the Landlord hereby leases to the Tenant, and the Tenant hereby hires from the Landlord, the dwelling unit known as apartment number _____, at University Park Apartments, plus ____ parking spaces with the privileges and appurtenances for and during the term beginning at 3:00 pm on _____ and ending at 9:00 am on _____.

The tenant agrees to pay the Landlord for the use of said premises a total rent of \$ _____, payable in total on the commencement date of this lease or in _____ equal payments of \$ _____. The first payment is due on the commencement date of this lease. All other payments are due on the 1st of each month in advance. The Tenant hereby deposits \$ _____ to be held as a security deposit and deposited in a security deposit account at M&T Bank. A fully funded security deposit is necessary to secure this lease.

That this letting is upon the following express conditions, each of which the Tenant jointly and severally, covenants will be kept, observed and performed throughout the said term,

The Tenant shall punctually pay the rent as the same shall fall due, to the Landlord, at the Landlord's principal place of business:

87 Uptown Road - University Park Apartments
Ithaca, NY 14850
(607) 257-3300

or at such other place as the Landlord, from time to time, may designate.

Lesser will not accept a cash payment.

A charge of \$30.00 will be added to any rent paid more than five days after it is due. Further, an additional charge of \$30.00 will be added to any rent paid more than ten days after it is due. This charge is not to be considered a penalty but as liquidated damages for late rental payment. If said rent, or any portion of rent, is still unpaid fifteen (15) days after it becomes due, it is agreed that the Landlord may sue for the same, or re-enter said premises, or resort to any legal remedy. In the event that any Tenant must leave the premises, or fail to occupy for any cause whatsoever, any remaining Tenant shall be required to pay the total amount of rent specified at the required time.

The Tenant understands that he/she is obligated to pay rent for the entire period of this lease and that periodic payments provided for elsewhere in this lease are for his/her convenience only. The Tenant agrees that if they fail to make any of the periodic payments within a reasonable time after said payment becomes due (not to exceed 15 days under any circumstances) or fails to comply with any other material provision of this lease the Landlord may demand payment of all remaining amounts due under this lease at landlord's option. This provision takes precedence over any other provision or section of this lease.

The Tenant will pay the electric bill that pertains to his apartment; said bill also includes heat and hot water for his apartment. The Tenant agrees to use New York State Electric and Gas (NYSEG) budget plan, if available, in order to obtain equal monthly payments. The tenant agrees not to disconnect electrical service until termination of lease.

Tenant shall not have the right or power to sublet the premises or any part thereof, or to transfer or assign this lease without the written approval of the Landlord. Said approval not to be unreasonably withheld. Nor shall they offer any portion of the premises for a sublease by placing a sign on the same "to rent", "furnished room," "rooms to rent" or similar sign or notice or by advertising the same in any newspaper or place or manner whatsoever without the consent (in writing) of the Landlord. Any consent by the Landlord for the assignment or subletting shall not be considered as a waiver or cancellation of this provision for any future subletting or assignment.

The Tenant shall not make any alterations, additions, improvements or repairs to the leased premises, without prior written consent of the Landlord, and all work, after any such consent is given, shall be done in a satisfactory

and workmanlike manner and with satisfactory materials, subject to the written approval of the Landlord. It is further agreed that the above premises may be used for no other purpose than a private residential dwelling. Any fixture installed by Tenant shall become the property of the Landlord unless Tenant chooses to remove said fixture and restore pertinent area to its prior condition.

The Tenant shall make no noise, action, or negligence, etc., to cause hazard, nuisance or irritation to others. The Tenant shall not perform or permit any illegal activities on the premises.

The Tenant further agrees to use all reasonable precaution to prevent unreasonable use of the utilities, and to prevent said premises from being destroyed by fire, and to act in a manner to keep their respective apartment and other accessible areas of the premises in a clean and healthful condition.

The Tenant shall use and occupy the leased premises in a quiet and peaceful manner so as not to disturb other Tenants and will take good and proper care of the premises, appurtenances and fixtures thereof and keep the same in good condition and suffer no waste or injury thereto, and shall keep the same clean at all times, turning the apartment over to the Landlord in a clean and first class condition, reasonable wear and tear excepted, at the expiration of this lease and shall at his own cost and expense replace all bathroom and toilet fixtures, mirrors, window glass, electric light globes, shades and bulbs, keys lost or broken and make all repairs to the premises whenever damage or injury to the same shall have resulted from any act, misuse or neglect on his part or on the part of his visitors, or in lieu thereof, to pay the Landlord the cost and expense of making such repairs.

While the Tenant may have guests and visitors, the apartment is expressly for his own use and he may not invite anyone to take up residence on the premises. The Tenant and his visitors, shall faithfully comply with and observe the rules and regulations appearing in "Schedule A" at the end of this lease.

All injury to the said apartment house building, or to the fixtures thereof, caused by moving any property of the Tenant into, in or out of the said buildings, and all breakage or other injury done by the Tenant, or his visitors, as well as any damage caused by the overflow or escape of water, steam, gas,

electricity or other substance, due to the negligence of the Tenant, or his visitors shall be repaired by the Landlord, at the expense of the Tenant.

The Tenant shall take good care of the leased premises and shall at the end or other expiration of the term, deliver up to the Landlord the demised premises in good order and condition.

In case of injury to the leased premises or appurtenances by fire or other cause the Tenant shall give immediate notice thereof to the Landlord. If the leased premises shall be damaged by fire or other cause without the fault or neglect of the Tenant or his visitors, the injury/damage shall be repaired, at the expense of the landlord, as speedily as possible after such notice; but if, without such fault or neglect, the leased premises shall be rendered untenable, the rent shall cease until the same shall be repaired. If, without such fault or neglect, the apartment house building shall be destroyed so as to require, in the opinion of the landlord, rebuilding, the rent shall cease and come to an end. No compensation or claim will be allowed or paid by the Landlord, by reason of inconvenience, annoyance or injury to the Tenant, arising from the necessity of repairing any portion of the building, however the necessity may occur.

The Tenant is responsible for obtaining his own renter's insurance for personal property and any liability, which may occur on the premises as a result of his negligence.

It is agreed that the Landlord or the Landlord's agent shall be permitted to enter said premises at reasonable times to examine the same or to make such repairs as are thought necessary by the Landlord, and also be permitted to pass through the premises at reasonable times for the purpose of showing the same to persons wishing to lease or purchase the same.

It is agreed that the common storeroom, if any in the said apartment house building, are provided and maintained gratuitously by the Landlord, and that their use is not appurtenant to the premises hereby leased; and the Tenant hereby expressly agrees that if the laundry facilities shall be made use of by the Tenant, or visitors, such use shall be at his or their own proper risk, and that the Landlord shall, in no event, be or become liable thereby for any loss or damage to persons or property; whether such property be contained in the storerooms, in the leased premises, or in any other portion of said apartment house building.

The Tenant further agrees that his covenants and agreements herein contained shall be deemed to be conditions as well as covenants, and that, if default shall be made in any of such covenants and agreements, this lease shall become null and void thereupon if the landlord shall so elect, and the Landlord shall have the right to reenter, or take possession of the demised premises.

The Landlord may restrain any threatened breach of the covenants to observe the conditions of this lease, or of any other covenants herein contained; but the mention herein of any particular remedy shall not preclude the Landlord from exercising any other remedy it may have either in law or in equity; nor shall consent to one act that would otherwise be a violation, or waiver of, or redress for, the violation, either of covenant or condition, prevent a subsequent act that would originally have constituted a violation from having all the force and effect of an original violation.

The Landlord shall furnish to the Tenant, without additional charge, cold water for ordinary household uses during the term hereof. *Basic cable television and road runner internet access shall be provided by the landlord.* The expenses incurred in connection with telephone and any additional cable or internet services shall be borne by the Tenant.

In case of default in any of the covenants or if the premises shall become vacant or if default should be made in the performance or observance of any of the rules and regulations subjoined hereto or wherever prescribed and adopted, as herein provided for, the Landlord may take whatever action is deemed necessary to correct such violation even to include the action of eviction. If the latter action is necessary or in the case of any default, the Tenants are still responsible for all rents due until Landlord can secure a new Tenant. The Tenant will be charged for any expenses incurred and time spent by Landlord in consummating this new tenancy.

In the event that the above mentioned Tenant obtains a new Tenant, the Landlord, at his discretion, can release said Tenant and sign a new lease. An office fee of \$75.00 will be charged. In addition, any other expenses incurred by the Landlord will be charged to the Tenant.

If Tenant or a sub-tenant shall remain or continue to be in possession of the leased premises or any part thereof after the termination of this lease,

Landlord shall, at his option, have the right to charge Tenant as liquidated damages for the time such possession is withheld a sum equal to twice the amount of the rent, or to treat such holding over as a renewal by Tenant of the lease for another year, upon the same terms and conditions and at the same rental price per month, plus a 6% increase, as under this lease and in the event the Landlord elects to treat such holding over as a renewal of this lease each and all of the terms of this lease shall be and remain in full force and effect for the renewal term.

It is mutually agreed that the Tenant hires said premises after examination and agrees it is in good rentable condition and without any representations upon the part of the Landlord, and no representative or agent of said Landlord is authorized to make any representations in reference thereto, or to vary or modify this agreement in any way. This instrument contains all the agreements made between the parties hereto and additions or alterations or changes in this contract are not valid or binding unless in writing and signed by both parties and attached hereto, and the Tenant agrees that no promise to decorate, alter, repair or improve the premises has been made except such as is contained in the lease.

If the whole or a substantial part of the building containing the demised premises shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then when possession shall be taken thereunder of the demised premises, or any part thereof, the term herein demised and all rights, of the Tenant hereunder shall immediately cease and terminate, and the rent shall be adjusted as of the time of such termination and the Tenant shall have no claim against the landlord for the value of the unexpired term hereof and the Tenant shall not be entitled to any part of the condemnation award.

All covenants and representations are binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

Upon vacating, Tenant agrees to clean apartment, including stove and refrigerator. Security deposit shall be returned to the Tenant within 30 days after Tenant vacates apartment, less any amount needed to clean or refurbish the apartment (except for normal wear and tear) less any other unpaid sums due landlord. The tenant may not use the security deposit for payment of rent

due. Interest will be paid on the security deposit in accordance with New York State law.

Tenant must provide landlord, in writing, at least 120 days prior to the lease ending date of his intention to renew or Landlord may lease the apartment to a new Tenant at the end of this lease term.

SCHEDULE "A"
RULES AND REGULATIONS FOR THE MUTUAL BENEFIT OF
LANDLORD AND TENANT AS REFERRED TO HEREIN

- 1. Nothing shall be set outside of any windows.**
- 2. All articles to be attached to the walls shall be hung or affixed on any hooks or other devices previously approved by the Landlord.**
- 3. No sign, device, notice or advertisement shall be hung or affixed on any part of the outside or inside of said building without the written consent of the Landlord.**
- 4. The water closets, toilet rooms, and other water apparatus of said building, shall not be used for any other purposes than strictly for those for which they were constructed and no sweepings, rubbish, acids or other improper substances shall be thrown or placed therein; and if they or any of them be defaced or broken by any use other than that for which they were intended the landlord shall replace or repair the same and charge the cost thereof to the Tenant. Tenant shall give prompt notice of any leakage.**
- 5. No Tenant shall bring or keep in said building petroleum, naphtha, benzine, kerosene or any other substance whatever which shall in any way therein, create a hazard. No Tenant shall obstruct or interfere with the rights of any other Tenants or in any way injure or annoy them, or do or permit to be done anything which shall conflict with the laws in regard to fires, or with the regulations of the Fire Department, or which shall in any way be contrary to the rules or ordinances of the Board of Health.**
- 6. The sidewalks, entries or vestibules, corridors or halls and stairways shall not be encumbered or obstructed by the Tenants or other persons,**

or used by any of them for any other purposes than for ingress or egress from their respective premises. Such portions of the building and grounds remain in the exclusive control of the Landlord.

7. If Tenants desire television cable, telegraphic or telephonic communications, the Landlord or his agent shall direct the electricians as to where and how the wires are to be introduced and without such directions no borings or butting for wires shall be permitted.
8. No dogs shall be allowed on premises or in the building. In the event that pets are discovered on the premises during the term of the lease, it is understood that said violation shall result in a \$75.00 charge for each pet and each instance to cover flea treatments/carpet cleaning etc. for premises and other liquidated damages. Continual violation will result in eviction.
9. No noisy or disorderly conduct annoying or disturbing to the occupants of the building, shall be permitted, in any part thereof. There premises hereby demised are to be reasonably quiet between eleven (11) pm and eight (8) am.
10. All rubbish, refuse and garbage shall be securely wrapped and brought to the designated collection locations. Tenant agrees to comply with all government ordinances mandating recycling. Any and all penalties assessed against the landlord will be passed on to the Tenant for non-compliance. The Landlord reserves the right to pass on to the Tenant any special collection or tipping fees assessed against the landlord for garbage removal. The Solid Waste fee, billed to the lessor on a per apartment basis, will be passed on to the Tenant and deducted from the tenant's security deposit at the end of lease, if not paid during the lease period.
11. The Landlord shall not be liable for any theft or damage to the property of the Tenant from the demised premises hereby or the building in which said premise is located or anywhere within the boundaries of The University Park Apartment complex.
12. Screens shall not be permitted to swing loosely in the window and any damage caused thereby shall be borne by the Tenant.
13. Nothing shall be thrown out of the windows by the Tenants or occupants of said building.

- 14. There shall at no time be any outside aerials or wires of any name and nature in connection or attached to any radio installation, or otherwise in or about said apartment, except with the permission of the Landlord.**
- 15. No trailers, or trucks larger than a pick-up, or boats are to be parked on any part of landlord's said premises and no automobiles are to be parked, except at place or places designated by the Landlord. Landlord may direct the removal of any vehicle improperly parked by the Tenant, or his visitors and Tenant or his agent will reimburse the party so removing the vehicle for necessary costs without liability by or to the Landlord, and there will be no repairing or disassembling of any vehicle on the premises whatsoever. Any unregistered, unplatd, illegally parked, inoperable or abandoned vehicles will be towed away at the owner's expense. The Landlord may bar or cause to be removed from the premises any vehicle which he feels is creating a disturbance to other tenants.**
- 16. Locks are not to be changed without permission of the Landlord. No additional locks or bolts, or other devices shall be installed.**
- 17. All drapes must be white or lined with white.**
- 18. The pool is an amenity provided by the landlord. The Landlord reserves the right to restrict its use. The Landlord shall not be responsible, nor shall the Tenant's rent or other obligations under this lease be diminished in any manner, for the Landlord's failure to operate the swimming pool or any recreational facilities, equipment or community areas, provided gratuitously by the Landlord, or to make or continue to make them available, or for any removal of the Tenant or other persons from those areas. The Landlord reserves the right to discontinue and cease providing such facilities, equipment, and areas at any time at its sole discretion. Tenant hereby consents that any officer, agent, or employee of the landlord has the full authority and right to remove Tenant, Tenant's guests or invitees, or any other person from any community area or to require them to cease the use of any facilities or equipment if, in the opinion of Landlord, its agents or employees, the conduct of such persons is unreasonably disruptive to other persons, or creates a danger to himself or other persons.**

- 19. Any material left outside of locked storage areas will be considered trash. All things must be taken out when you leave.**
- 20. There is to be no laundry hung on balconies. Airing of clothing is acceptable, but laundry hanging per se is not.**
- 21. If Tenant is locked out during office hours (Monday-Friday, 9AM-5 PM), Tenant should come to the office to borrow a key long enough to unlock Tenant's door. Identification will be required. If Tenant is locked out during non-office hours, the landlord or his representative may elect to come to unlock the Tenant's door for a minimum \$25.00 charge, payable at that time. Identification must be shown to the person who is unlocking the door for the tenant.**
- 22. There will be a \$30.00 fee for any check returned from the bank for non-sufficient funds.**
- 23. There will be a \$15.00 fee for failure by the Tenant to return any key.**
- 24. Waterbeds are only allowed in the ground floor apartments and the Tenant must maintain adequate insurance for any resulting damage.**
- 25. Tenant is to provide his own lightbulbs.**
- 26. If the Tenant leaves any personal property in the apartment beyond the normal term of this lease, or beyond the termination of this lease as a result of default by the Tenant or otherwise, the property will be considered abandoned. The landlord will not be responsible for said property. He may elect to store said property in the apartment or elsewhere and charge the Tenant a removal fee and a storage fee. The daily storage fee shall be equivalent to the greater of either the monthly rent installment apportioned on a daily basis, or the actual cost to the Landlord or storing said property. If said property remains in the apartment or elsewhere stored by the Landlord in excess of fifteen (15) days after Tenant's abandonment, the Landlord may consider that the Tenant has transferred all his right, title and interest in said property to the Landlord, and the landlord disposes of said property as he chooses. The landlord's disposition of any such property, shall not release the Tenant from any claim or liability or any other obligation arising from this lease, and the**

Tenant shall make no claim and releases the landlord from any claim that the Tenant might have in the event of such disposition.

27a. Due to restrictions established by our insurance carrier it is imperative that no firewood be stored on the wooden decks of balconies or entry porch decks.

27b. Be advised that the use of barbecue grills, hibachis, etc. on attached wooden balconies and or porches is prohibited.

In the event that it shall become necessary for the Landlord to enforce any covenant or condition contained in this lease against the Tenant by any action or proceeding at law, the Tenant agrees to pay the landlord the reasonable fees of his attorneys in connection with the prosecution of said action and proceeding at law.

Any bill, statement, notice or communication which the landlord may desire or be required to give to the Tenant, including any notice of termination shall be in writing and shall be deemed sufficiently given or rendered if it is delivered to the Tenant personally or sent by registered or certified mail addressed to the Tenant at the apartment or left at said apartment addressed to the Tenant. The time of the rendition of such bill or statement or the giving of such notice or communication shall be deemed to be the time when the same is delivered to the Tenant, mailed, or left at the premises as above provided.

If any provision shall be held to be invalid it shall be severed from this lease and the remaining sections shall remain in force for the remainder of the term. The lease shall be binding upon the parties hereto and upon the successors, heirs, executors and administrators.

SIGNED THIS DAY: _____

AGENT FOR UNIVERSITY PARK: _____

TENANT(S): _____
