

LEASE AGREEMENT FOR WESTBOURNE APARTMENTS

Made this date _____, between WESTBOURNE APARTMENTS,
known as lessor and binding all jointly and severally as lessees: (PRINT NAMES)

_____	Email: _____	Security deposit/person _____ Last month rent/person _____ Total amount/person _____
_____	Email: _____	
_____	Email: _____	
_____	Email: _____	
_____	Email: _____	
_____	Email: _____	

witness that the lessor has agreed to let and hereby does let to the lessees, and lessees have agreed to take, and hereby do take from the lessor the following premises: A furnished _____ bedroom apartment or individual room, (WITH OR WITHOUT) a fireplace: located at and known as:

WESTBOURNE APARTMENTS
 _____ **WESTBOURNE LANE APT.** _____
ITHACA N.Y. 14850

Parking Spaces leased
_____ Paid _____
_____ Paid _____
_____ Paid _____
Solid Waste Fee Due _____

The term of the lease begins at 9:00 am on _____ and ends at 9:00 am on _____. The furnished apartment or rented room consists of:

- Apartments: ONE TELEVISION**
ONE REMOTE CONTROL FOR TV
ONE DINING TABLE AND CHAIRS
ONE COUCH AND LOVESEAT
ONE MICROWAVE
ONE BED, DESK/CHAIR, DRESSER PER TENANT

The lessees agree that they will pay to the lessor for the use of said premises the total rent of \$_____. Rent may be paid in total on the commencement date of this lease, or in 12 equal payments in the sum of \$_____, per payment, with each payment due in advance on the _____ day of every month. The first payment is due on the commencement date of this lease. The rent is due at the lessors' office. *Lessor will not accept a cash payment.*

Make check or money order payable to: Westbourne Apartments

Mail Checks to: **Kimball Real Estate**
186 Pleasant Grove Road
Ithaca, NY 14850

There will be no reduction in rent if lessee chooses to have less furniture and other personalty than the lessor has agreed to provide.

The office of Kimball Real Estate is open Monday-Friday 9 AM-5 PM and by appointment. The telephone number for Kimball Real Estate is (607) 257-0313.

A charge of \$40.00 will be added to any rent paid more than five 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 lessor may sue for the same, or re-enter said premises, or resort to any legal remedy. In the event that any of the lessees must leave the premises, or fail to occupy for any cause whatsoever, the remaining lessees shall be required to pay the total amount of rent specified in this lease at the required time.

The lessees understand that they are obligated to pay rent for the entire period of this lease and that periodic payments provided for elsewhere in this lease are for their convenience only. The lessees agree 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 fail to comply with any other material provision of this lease, the lessor may demand payment of all remaining amounts due under this lease at lessor's option. This provision takes precedence over any other provision or section of this lease.

High Speed Roadrunner Internet Connection is supplied for each tenant. The lessee is responsible for all Time Warner equipment. Any damages incurred will be accessed by Time Warner and charged to lessee.

A standard/basic television cable package is included in rent. Additional services, such as HBO and extended channels, may be purchased by the tenant through Time Warner Cable, at an additional expense to be borne by the tenant.

If the television provided by the lessor requires servicing of a technical nature mandating its removal from the premises, the lessor will pride a set for the lessees' use until the regular set is repaired. Under no circumstances shall the lessees consider the absence of their large screen television, for the period necessary for its repair, as a cause not to completely comply with all terms of this lease. Rent is still due in full and in a timely manner. Lessees will be held responsible for the television, all furniture and other personalty provided by the lessor during the lease period. If the lessees wish to have furniture removed (e.g. beds, bed frames, etc.) or if they are planning to trade with another apartment, they must contact the office or they will be held accountable for any furniture missing in their apartment when they move out. There will be no reduction in rent if lessee chooses to have less furniture and other personalty than the lessor has agreed to provide.

One remote control for the television set, per apartment or room, has been provided by the lessor. If the remote control does not return with the rest of the appurtenances of the apartment or room at the termination of the lease, a \$20.00 fee will be charged accordingly.

The lessees will PAY TOTAL ELECTRIC AND HEAT BILL that pertains to their apartment. The lessees agree to use the NEW YORK STATE ELECTRIC AND GAS (NYSEG) BUDGET PLAN, if available, in order to obtain equal monthly payments. The lessees agree not to disconnect electrical service until termination of lease.

It is expressly agreed that the lessees shall deposit with the lessor the LAST RENTAL PAYMENT AND A SECURITY DEPOSIT EQUAL TO 125% (1 ¼) OF ONE RENTAL PAYMENT. The security deposit is \$ _____, and the last rental payment is \$ _____, the total is \$ _____. This amount is due at the time of lease signing unless there is a payment plan attached to this lease. If the full deposit is not paid by the specified due date, monies collected are non-refundable and lessor reserves the right to terminate this agreement and to re-show and re-lease the premises described above. The lessor can also, at their discretion, hold the lessees liable for the entire lease period.

The security deposit shall be used to insure the faithful performance by the lessees of all covenants of this lease and also to finance any repairs required caused by the negligence or deliberate action of the lessees and /or their visitors. Lessees' liability is not limited to the amount of the security deposit and the lessees are responsible for the entire amount of damages. The security deposit will also be used to finance any cleaning of apartment and /or removal of lessees personal belongings that must be done at the end of the lease period due to lessees failure to do same. Lessees may not use the security deposit for payment of rent due. Interest will be paid on all deposits in accordance with New York State law. The security deposit in full or an amount after deductions will be processed 30 days after lease termination. Even though monies for security deposit may be given to lessor disproportionately, lessees will each receive an equal share of the deposit minus any possible deductions plus interest, unless all lessees give lessor signed notification from all parties on the lease that lessees plan to make any other arrangements for the return of the deposit. The deposits are held at M&T Bank.

It is further agreed that the above premises may be used for no purpose other than a private dwelling. Also, all alterations, including painting, are prohibited unless written approval of the lessor is obtained. Any fixture installed by the lessees shall become the property of the lessor, unless lessees choose to remove said fixture and restore the pertinent area to its prior condition.

Lessees shall make no noise, action or negligence etc., to cause hazard, nuisance or irritation to others. The lessees shall not perform or permit any illegal activities on the premises. The lessees further agree to use all reasonable precaution to prevent unreasonable use of utilities (water, etc.) and to prevent said premises from being destroyed by fire, or otherwise to act in a manner as to keep their respective apartment and other accessible areas of the premises in a clean and healthful condition.

The lessees may sublet their apartment subject to lessors' written approval. Said approval not to be unreasonably withheld. The office has the necessary paperwork to be signed by all parties. Lessor will not be a party to any sublet agreement and the lessees remain responsible for all the conditions and obligations under this lease and for insuring the sublessee's performance of said conditions and obligations. Lessees are still responsible for payment of rent to lessor.

Should the lessees subsequently choose not to occupy the above premises (for all, or any portion, or the above lease term) and are not able to obtain approved sublessees, it is herein agreed that the lessees will commence rental payments at the specified time and continue to pay equal installments until the lease term expires or until approved sublessees are obtained. Should lessees violate this covenant, all advance rents and security deposits are non-refundable. Further, the lessees are directly liable for any loss of rent incurred by the lessor (related to the above-described premises for the above specified lease term) and can be sued for same. In addition, the lessees will be charged for any expenses incurred and time spent by the lessor in attempting to find a new lessee. In the event that the above-mentioned lessees obtain a new tenant for the premises, the lessor, at their discretion, can release the lessees and sign a new lease. A service fee of \$75.00 will be charged.

The lessees are responsible for obtaining their own renter insurance for personal property and any general liability. The lessees' personal effects may be covered under their parent's homeowner's policy. The lessees are urged to have this insurance.

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

ADDITIONAL LEASE PROVISIONS

- 1. Notification of lease renewal must be given by the lessee by the FIFTEENTH OF OCTOBER OF THEIR CURRENT LEASE PERIOD or lessees risk having premises rented to a new tenant. Signed renewal leases and all deposits are due to the lessor by the stated contingency date of the lease.**
- 2. NO PETS OR VISITING ANIMALS WILL BE PERMITTED. 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.**

3. The circuit breakers for the electric baseboard heaters are not to be turned off during the winter as this may cause freezing of water pipes and any resulting damage to the premises would be assessed against the lessees.

4. The lessees agree to the following safety precautions in the use of the fireplace: (A) To prevent logs from falling out of the grated, small logs should be used. Likewise, paper debris and pre-made fire logs are not to be burned in the fireplace. One small starter piece, no larger than two inches by six inches, may be used. (B) There is to be no cooking in the fireplace. (C) The curtain/blind nearest the fireplace is to be pushed to the far side of the rod while fireplace is in use. (D) Fires are never to be left unattended. (E) The lessees must keep fireplace dampers closed when fireplace is not in use in order to make heating most effective. (F) Firewood must be stored outside the apartment.

5. Hibachis, propane grills or any type of barbecue are not to be used on the balconies, inside the apartment or near any of the buildings. If they are used outside they should be fifteen feet from any building or structure.

6. It is imperative in order to prevent a fire that curtains do not come below the top of the electric baseboard heaters. Likewise, furniture, bedspreads, and other objects are to be at least eight inches from the baseboard heaters. Remember that putting things in front of the electric baseboard heating greatly reduces heating efficiency and creates an additional expense for the lessees.

6. (b) Candles are not allowed in said premises.

7. Space heaters are not allowed in said premises.

8. Waterbeds are not allowed in said premises.

9. No passageways, interior or exterior, are to be blocked in any way.

10. Any and all curtains hung on the windows must have a white backing.

11. Nothing is to be hung from the balconies and they are not to be used for drying of clothes or articles of any type. Upon request from the lessor, the lessees shall immediately remove any object from the balcony which lessor considers objectionable.

12. There will be no air conditioners installed in the windows by the lessees.

13. All plumbing shall be used for only that purpose for which it is constructed. Articles such as tampons, etc., should be placed in waste paper baskets. Any damage or maintenance resulting from the misuse of plumbing shall be borne by the lessees. The lessee's are responsible to provide a plunger for the apartment.

14. All trash must be placed in sealed plastic bags, taken to the designated area of disposal. **Lessees will be charged a \$25.00 fee, per bag, if the lessor has to perform these duties for**

the lessees. Lessees agree to comply with all government ordinances mandating recycling. Any and all penalties assessed against the lessor for non-compliance will in turn be assessed against all lessees. The lessor reserves the right to pass on to the lessees any special collection or tipping fees assessed against the lessor. The Tompkins County Solid Waste Fee which is currently an annual charge of \$56.00/apt.will be passed onto the lessee and for the ease of billing ,accounting and collection it is due at the lease signing.

15. There will be a \$40.00 fee for any check returned from the bank for non-sufficient funds. There will be a \$15.00 fee (per key) for any key not returned to lessor.

16. Please be considerate of your neighbors and roommates and keep all stereophonic (tapes, CD's, stereo equipment, etc.) at a reasonable level of volume. The quiet hours of the complex are from 10:00 pm until 10:00 am every day.

17. Keg parties, open houses or any party involving more than a few guests are not allowed at Westbourne. Westbourne is not equipped for such activities. Such parties are not allowed out of consideration for safety, to prevent vandalism and to keep any noise at a level which is reasonable and acceptable to other tenants.

18. Lessees must provide their own light bulbs and shower curtains.

19. The parking areas are to be used for registered vehicles of Westbourne Apartments only. Parking areas are not to be used for storage of unregistered vehicles. No repair work of any type of vehicle is to be carried on in the parking areas or on the premises.

20. Off-street parking is available at \$_____ per parking space. Parking space rent shall be paid in full at the signing of the lease along with deposits and last month's rent. Each parking space is given a parking sticker. Any car without a Westbourne sticker CAN BE TOWED from the parking lot at the owner's expense. Any car with or without a valid parking sticker will be towed from undesignated areas by the lessor since such cars may block snow plowing, garbage collection, emergency vehicles, etc.

21. Any car without a Westbourne Apartments sticker CAN BE TOWED from the parking lot at the owner's expense. Any car with or without a valid parking sticker will be towed from undesignated areas by the lessor since such cars may block snow plowing, garbage collection, emergency vehicles, etc.

22. To register a car for parking, you must come to the 186 Pleasant Grove Road office.

23. The shower/tub is made of fiberglass. Consequently, please do not use abrasive cleaning products.

24. To avoid tearing the sheet rock, tape of any kind is not be used on the walls. Small nails or thumbtacks are to be used instead.

25. The lessor is responsible for making all repairs except those being the result of the lessees or their visitors' negligence or deliberate action. The lessor is also responsible for all maintenance of grounds and common areas.

26. While the lessees may have guests and visitors, the apartment is expressly for their own use and they may not invite anyone to take up residence on the premises.

27. In order to insure an orderly transition of premises to an incoming tenant, lessees must have premises cleaned prior to lease termination. Charges will be deducted from the lessees' security deposit account for failure to clean apartment upon termination of lease. The lessor has a current list of expectations and applicable charges for the lessee.

28. If the lessees, their sublessees or guests shall remain in possession of said premises after the termination of this lease, the lessor shall have the right to assess the lessees liquidated damages in the amount of twice the rent for that time. In addition, should said possession beyond the lease term in any way cause the lessor the loss of a new lease, the holding over may, at the lessors discretion, be treated as a renewal by the lessees for another year upon the same terms and conditions as under this lease and at the new rental price that a new lessee would have paid. All of the terms of this lease shall be and remain in full force for the renewal term.

29. If the lessees leave 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 lessees or otherwise, the property will be considered abandoned. The lessor will not be responsible for said property. The lessor may elect to store said property in the apartment or elsewhere and charge the lessees 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 lessor plus 25% of storing said property. If said property remains in the apartment or elsewhere stored by the lessor in excess of fifteen (15) days after lessees abandonment, the lessor may consider that the lessees have transferred all their rights, title and interest in said property to the lessor, and the lessor may dispose of said property as he chooses. The lessor's disposition of any such property, shall not release the lessees from any claim or liability or any other obligation arising from this lease, and lessees shall make no claim and releases the lessor from any claim that lessee might have in the event of such disposition.

30. Prepayment of rent due in January is required on the first day of December. Prepayment of June and July rent is required on the first day of May. A personal check can be postdated for the appropriate month.

31. If a lessee is locked out during office hours (Monday through Friday, 9 AM-5 PM) lessee should come to the office of Kimball Real Estate at 186 Pleasant Grove Road to borrow a key long enough to unlock the door. Identification will be required. If a lessee is locked out during non-office hours, the lessor or lessor's representative may elect to come to unlock the lessee'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.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number												
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



This form is for customers applying for NYSEG service. Please provide the required information. To expedite this request, e-mail an electronic copy of this form to custserv@nyseg.com or complete it online at nyseg.com (click on "Your Account," "Turn Service On or Off" and then on "Turn On Service").

Completion of this form does not guarantee service. You may be required to provide additional information and/or pay a deposit. If you need to provide a deposit as a condition of service, we will notify you.

New Customer Name _____ E-mail _____ (This e-mail will only be used to contact you regarding your NYSEG service)

Service Address _____ Apt. _____ City _____ State _____ ZIP _____

Mailing Address _____ Apt. _____ City _____ State _____ ZIP _____ (If different from service address)

Home Telephone _____ Cell/Other Telephone _____

You must provide NYSEG with two forms of verifiable identification: Social Security Number _____

Driver's License Number _____ and State _____ Identification Number _____ and ID Type _____

Employed? Yes No If yes, where _____ Student? Yes No If yes, where _____

Student Permanent Home Address _____ City _____ State _____ ZIP _____ (If different from new service and mailing address)

Other adult(s) authorized to discuss this account _____ Relationship _____

Any residents on life support devices or have a serious medical condition? If so, please detail. _____

How long will you be needing service? _____ Have you ever had service with NYSEG? Yes No

Previous Tenant Name _____ Date to Start Utility Service _____ (Monday through Friday, Non-Holidays)

Service Requested: To expedite service, please provide meter readings below or e-mail an electronic image of the meter(s) to custserv@nyseg.com. Please include meter number(s) in your e-mail subject line.

Electricity: Meter Number _____ Meter Reading _____ Date of Meter Reading _____

Natural Gas: Meter Number _____ Meter Reading _____ Date of Meter Reading _____

MONTHLY BILLING AND PAYMENT SERVICES (See page 2 for descriptions of these free services. For payment terms and details, visit nyseg.com.)

Please choose from these optional services:

> Billing services: Budget Billing Interim Estimated Billing Customer Meter Reading (select one option): Phone E-mail Postcard

> Payment services: e-Bill: E-mail _____

Electronic Funds Transfer: Name on Bank Account _____ (Exactly as it appears on your bank statement)

9-Digit Routing Number _____ Bank Account Number _____

THIRD PARTY NOTIFICATION SERVICE (Optional, see page 2 for description)

I (NYSEG customer) request any notice of possible disconnection of my NYSEG service for nonpayment of bills also be mailed to:

Third Party Name _____ Relationship _____ Telephone _____

Third Party Address _____ City _____ State _____ ZIP _____

I hereby certify the information provided is accurate and correct to the best of my knowledge.

X _____ Customer Signature _____ Date _____

RENTAL APPLICATION

NAME _____

CURRENT _____

ADDRESS _____

CELL PHONE _____

Email _____

PARENTS NAME _____

PARENTS ADDRESS _____

PARENTS PHONE _____

How did you hear about our apartments? _____
